

## Service Agreement

This Service Agreement is made for the purpose of providing supports under the participant's NDIS plan.

A copy of the participant's NDIS plan is attached to this Service Agreement. The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

- support the independence and social and economic participation of people with disability, and
- enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

### Parties

This **Service Agreement** is for \_\_\_\_\_ a participant in the National Disability Insurance Scheme (participant), and is made between:

**[Participant / participant's  
representative  
and  
provider**

\_\_\_\_\_  
*St George Community Transport (STGCT)*

Participants NDIS Number: \_\_\_\_\_

NDIS Plan start date: \_\_\_\_\_

NDIS Review date: \_\_\_\_\_

*This Service Agreement will be valid for up to one year in line with the participants NDIS plan review date (A new service agreement will then be negotiated to coincide with the new NDIS plan start date). A Service Agreement can be made between an Individual and St George Community Transport Limited, or an Individual's representative and St George Community Transport Limited. An Individual's representative is someone close to the Individual, such as a family member, Guardian or Public Guardian.*

### Schedule of supports

The provider agrees to provide the participant community transport for pre-booked transport requirements. The provider will support the participant to engage in community social or recreational activities in an individual or group setting. The participant will determine their goals and how the achievement of these goals is measured in utilising services with St George Community Transport Limited. This is listed at the end of this agreement and in the Participants Support Plan.

St George Community Transport agrees to provide the Participant:

- 1) Assistance for Travel and Transport to access community based social and recreational activities and appointments for the duration of this agreement;  
**NDIS Price Guide item: 04\_104\_0125\_6\_1 or**
- 2) Assistance for Travel and Transport for Individual Skills development and Training;  
**NDIS Price Guide item: 09\_009\_0117\_6\_3**
- 3) Privately booked transport.

The supports and their prices are set out in the attached Schedule of Supports. and in the following link;

<https://www.ndis.gov.au/providers/price-guides-and-information#price-guides-and-related-resources>

Additional expenses (i.e. things that are not included as part of a Participant's NDIS supports) are the responsibility of the *[participant / participant's representative]* and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.

## Responsibilities of the provider

The provider agrees to:

- accept confirmed transport bookings three full business days prior to travel
- accept waitlist transport bookings less than three full business days prior to travel
- telephone you the day prior to travel to advise the pick-up time
- advise you that waitlist bookings will be confirmed as soon as capacity is available
- once agreed, provide supports that meet the participant's needs at the participant's preferred times
- communicate openly and honestly in a timely manner
- treat the participant with courtesy and respect
- consult the participant on decisions about how supports are provided
- give the participant information about managing any complaints or disagreements and details of the provider's cancellation policy (if relevant)
- give the participant information about how to report an incident
- listen to the participant's feedback and resolve problems quickly
- give the participant a minimum of 24 hours' notice if the provider has to change a scheduled appointment to provide supports
- give the participant the required notice if the provider needs to end the Service Agreement and provide the participant with support to transition to or from a new service provider
- protect the participant's privacy and confidential information
- gain the participant's consent to collect and share information and to opt out if they so choose,
- provide supports in a manner consistent with all relevant laws, including the [National Disability Insurance Scheme Act 2013](#) and [rules](#), and the Australian Consumer Law; keep accurate records on the supports provided to the participant
- issue regular invoices and statements of the supports delivered to the participant.

## Responsibilities of the participant/participant's representative

The participant/participant's representative agrees to:

- inform the provider about how they wish the supports to be delivered to meet the participant's needs
- actively participate in developing the support plan
- provide all relevant information about the participant and their support needs prior to the commencement of service delivery and at any point when an update is required
- advise St George Community Transport Limited if any of your personal information changes
- treat the property of St George Community transport and it's staff with courtesy and respect
- actively comply with Work, Health and Safety legislation and associated policies and procedures in managing risks associates with the physical and psychological health of staff, other participants and the general public.
- treat the provider with courtesy and respect
- talk to the provider if the participant has any concerns about the supports being provided
- give the provider a minimum of 24 hours' notice if the participant cannot make a scheduled appointment; and if the notice is not provided by then, the provider's cancellation policy will apply
- give St George Community Transport permission to invoice for services delivered and fees charged as per this agreement and provide STGCT with accurate billing information as and when required
- give the provider the required notice if the participant needs to end the Service Agreement, and
- let the provider know immediately if the participant's NDIS plan is suspended or replaced by a new NDIS plan or the participant stops being a participant in the NDIS.
- Carers are welcome to travel at no cost. Please book a seat for your Carer when booking a trip to ensure space is available. St George Community Transport is not able to provide a one on one carer.

## Payments

The provider will seek payment for their provision of supports after the participant / participant's representative confirms satisfactory delivery.

### 1) NDIS Participant is Self-Managed

The participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will send the participant a monthly invoice for those supports for the participant to pay. The participant will pay the invoice within 14 days.

[AND / OR]

### 2) NDIS Participant -supports managed by Nominee

The participant's Nominee manages the funding for supports provided under this Service Agreement. After providing those supports, the provider will send the participant's Nominee a monthly invoice for those supports for the participant's Nominee to pay. The participant's Nominee will pay the invoice within 14 days.

[AND / OR]

### 3) NDIS Participant -supports managed by NDIA

The participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports St George Community Transport will produce an invoice for those supports on a monthly basis. The provider will lodge NDIA payment requests for those supports to NDIA monthly.

At the execution of the Service Agreement, STGCT will make a NDIS service booking for the annual estimated cost of the service as shown in the Schedule of Supports.

[AND / OR]

4) NDIS Participant -supports managed by Plan Manager

The participant has nominated the Plan Management Provider .....to manage the funding for NDIS supports provided under this Service Agreement. A copy of the signed Service Agreement is to be sent to the Plan Manager. After providing those supports, STGCT will send the Registered Plan Management Provider an invoice who will then claim payment for those supports from the NDIS. The Registered Plan Manager will make a service booking for the annual amount as per the Schedule of Supports.

5) NDIS Participant-Private Booking

The participant is not planning to access their core support funding to pay for services with STGCT. Under their Service Agreement, STGCT will invoice the NDIS participant on a monthly basis with 14 day terms.

## Communication

The participant will elect the method by which communication with the Service provider will take place (i.e. telephone, email, SMS messaging).

If the participant requires assistance due to a language barrier, the Service provider will seek the services of an interpreter.

The team at St George Community transport will meet with new NDIS clients to conduct a home risk assessment and to develop a support plan which itemise your goals and how St George Community Transport can support the participant to achieve these goals. At this meeting the team will also discuss:

- Your values and beliefs
- Your right to give consent to St George Community Transport to collect and share your private information,
- Your right to report and incident,
- Your right to make a complaint,
- Your right to determine your own goals,
- Your right to be provided with person centred support and
- Our obligation to do support you to do all the above.

## Changes to this Service Agreement

If changes to the supports or their delivery are required, the parties agree to discuss and review this Service Agreement. The parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the parties. An email from the NDIS Participant signifies an agreement between the NDIS participant and STGCT to make a change to their Service Agreement.

## Ending this Service Agreement

Should either party wish to end this Service Agreement they must give 4 weeks' notice.

If either party seriously breaches this Service Agreement the requirement of notice will be waived.

### What is a 'breach of service agreement?'

A breach will occur if STGCT or the Participant and/or the participant's representative:

- Fails to do what is required of them under the Service Agreement
- Communication has broken down between the parties
- Workplace health and safety considerations are ignored
- Fails to comply with our policies and procedures
- Fails to communicate and provide information pertaining to health and medication or changes to support needs.

## Feedback, complaints, disputes and incidents

If the participant wishes to give St George Community Transport feedback or if the participant is not happy with the provision of supports and wishes to make a complaint, the participant can contact the Manager Consumer Engagement on 02 95853000 or [AskUs@stgct.org.au](mailto:AskUs@stgct.org.au).

In such cases St George Community Transport Compliments, Complaints and Suggestions Policy and Procedure will apply. This is available on request.

If the participant is not satisfied or does not want to talk to this person, the participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting [ndis.gov.au](http://ndis.gov.au) for further information.

The participant also has the right to report an incident or accident that has occurred while they are using the services of St George Community Transport. Please ask for the Accident Injury Incident Report or contact one of team members on 0295853000 and you can record your incident over the phone. Alternatively, an email can be sent to [AskUs@stgct.org.au](mailto:AskUs@stgct.org.au) Each incident is reviewed by one of the management team and it is followed up to prevent the same incident occurring again in the future. We take safety very seriously and want to hear from our NDIS participants if an incident has occurred.

## Goods and Services Tax (GST)

For the purposes of GST legislation, the Parties confirm that:

- a supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the *National Disability Insurance Scheme Act 2013* (NDIS Act), in the participant's NDIS plan currently in effect under section 37 of the NDIS Act;
- the participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- the *[participant/participant's representative]* will immediately notify the provider if the participant's NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS

## Privacy Statement

Personal information collected by St George Community Transport Limited is protected by the Privacy Act 1988; the Information Privacy Act 2009; Privacy Amendment (Notifiable Data breaches) Act 2017 and the Privacy Amendment Act 2014. Personal information is any information about you that can be identified as being about you.

St George Community Transport follows the Australian Privacy Principles in handling all personal information we collect. We have developed a Privacy and Confidentiality Policy (a copy is available on request) containing information about responsibilities, rights, what information may be collected and how it would be used.

The primary purpose for collecting personal information from you is to provide support that is tailored to the needs of people who use the service. The type of information we collect will depend on your relationship with us. Personal information is only collected if it is necessary to provide support or comply with government regulation or legislation.

We usually collect personal information directly from you. However, there are exceptions such as receiving referral information from a third party. We would only collect information from another source if you have consented or would reasonably expect us to collect your personal information in this way.

Your personal information may be used:

- to provide you with support; or provide you with educational information about St George Community Transport, the disability support sector or events that may interest you;
- to report to the NDIS, or their auditors in regard to the progress of your NDIS Plan;
- to send newsletters, invoices and receipts; and respond to your questions, feedback or complaints; and/or for any other purpose, which was advised to you or is directly related to the above.

Personal information will not be disclosed to third parties without your permission, except where required by law. We take steps to protect all personal information against misuse, interference, loss, unauthorised access modification and disclosure. You can access personal information we hold about you and you can ask us to correct information if necessary. For more information, please ask for our Privacy and Confidentiality Policy and Procedure.

If you no longer wish to provide your consent regarding the provision of your personal information to a third party you can 'opt out' by calling us on 02 9585 3000 or emailing [reception@stgct.org.au](mailto:reception@stgct.org.au) speaking directly to one of the management team.

## Contact details

The *[participant/the participant's representative]* can be contacted on:

Contact details	
Phone [B/H] Phone [A/H]	
Mobile	
Email	
Address	
Alternative contact person	

The provider can be contacted on:

Contact name	St George Community Transport
Phone [B/H] Phone [A/H]	02 9585 3000
Mobile	
Contacts	Carol Strachan CEO <a href="mailto:carol.strachan@stgct.org.au">carol.strachan@stgct.org.au</a> Nurina Simpson Manager Consumer Engagement <a href="mailto:nurina.simpson@stgct.org.au">nurina.simpson@stgct.org.au</a> Simon Flack Manager Corporate Services <a href="mailto:simon.flack@stgct.org.au">simon.flack@stgct.org.au</a> <a href="mailto:Reception@stgct.org.au">Reception@stgct.org.au</a>
Address	70 Roberts Avenue, Mortdale, 2223.

## Agreement signatures

The parties agree to the terms and conditions of this Service Agreement.

\_\_\_\_\_  
Signature of [participant/participant's  
representative]

\_\_\_\_\_  
Name of [participant/participant's  
representative]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorised person from  
St George Community Transport

\_\_\_\_\_  
Name of authorised person from St  
George Community Transport

\_\_\_\_\_  
Date

**NOTE:** A Service Agreement can be made between a participant and a provider or a participant's representative and a provider. A participant's representative is someone close to the participant, such as a family member or friend or someone who manages the funding for supports under a participant's NDIS plan

**Please Attach a Copy of participant's NDIS plan**

## Schedule of supports

Support List the name of the support.	Description of support List the details of the support, including scope and volume.	Price and payment information List the price of the support (e.g. per hour / per session / per unit) and whether NDIS funding for the support is managed by the Participant, Participant's Nominee, the NDIA, or a Registered Plan Management Provider.	How the support will be provided List how, when, where, and by whom the support will be provided.

## Cancellation Policy

### POLICY STATEMENT

This policy relates to customer cancellations and no-shows regarding the provision of St George Community Transport (STGCT) services.

This policy aims:

- To reflect the requirements of the NDIS Terms of Business for Registered Providers and the NDIA Price Guide
- To balance customer and organisational interests in relation to cancellations and no-shows
- To make all reasonable attempts to ensure the safety of customers who are no-shows.

### PROCEDURE

#### Definitions

Definitions of terms used and their meaning within the context of this Policy are listed in the table below.

Term	Definition
Cancellation of Service	Refers to a customer's scheduled service not being required or unable to be received.
Cancellation with Notice	Cancellation of the scheduled delivery of supports with notice as required by the Service Agreement (more than 24 hours).
Customer	Somebody purchasing St George Community Transport services.
Fee for Service	Service the customer is purchasing and paying for at their own expense.



Funded Services	Services funded by the National Disability Insurance Scheme (NDIS).
Cancellation No Notice	Where no notice or less than the outlined notice period has been given.
No-show	When a customer does not attend the service, is not available or is not at the agreed location to receive a scheduled service.

## Cancellations

In the event that 24 hours' cancellation notice is not provided, St George Community Transport will charge the scheduled service against the participant's plan.

St George Community Transport is able to charge against a participant's plan for up to 8 no-shows or cancellations per year.

Where customers have cancelled or are no-shows including or in excess of the eighth absence, St George Community Transport will notify the NDIA. Ongoing service provision may immediately be affected.

All cancellations must be made by phone 02 9585 3000

- Within the hours of 8am-4:30pm and speak with a Service Delivery Officer.
- Outside these hours leave a message on the phone voice mail.

## Special circumstance

Charges may be waived if the customer experienced a catastrophe, e.g. hospitalisation or a death in the family.

The decision to waive the charge will be made by the relevant St George Community Transport Manager. The discretion not to charge DOES NOT apply in any other circumstances and IS NOT exercisable by other levels of staff.

If St George Community Transport cancel the scheduled service or staff fail to show, then there is no charge to the customer and the support will be rescheduled.

## No-shows

In the event of a no-show the employee will complete the following:

- Phone the customer to check on their safety (if appropriate to do so).
- Look through windows at the customer's residence to check if the customer can be seen and then try the front door of the house (if onsite and safe to do so).
- Phone the appointment destination and/or nominated emergency contact person (if customer cannot be reached).
- Contact STGCT Manager (or equivalent) and seek direction on next steps (if customer and their emergency contact person are not contactable).

The STGCT Manager (or equivalent) will:

- Assess and determine the next steps including whether to persist with contacting the customer, their emergency contact person or other authorities having regard for what is known about the customer, their behaviours and risks.

Standards or other external requirements	National Disability insurance Agency (NDIA)
Legislation or other requirements	National Disability Insurance Scheme (NDIS)
Contractual obligations	NDIS Terms of Business for Registered Providers NDIA Price Guide

<b>OFFICE USE ONLY</b>		
	Completed	Date & Signature
Route Match		
Welcome Letter		
Email or post – Service User Information Handbook		