



St George NDIS
1/29-33 Pitt Street, Mortdale NSW 2223
(02) 9585 3000
reception@stgct.org.au

NDIS SERVICE AGREEMENT

[First Name] [Surname]

Service Agreement for NDIS Funded Supports and Self-funded Supports

As a registered NDIS service provider, we offer individually planned and coordinated supports to NDIS participants. This Agreement is made according to the rules and goals for the NDIS. It sets out the Supports we will provide you, taking into account your NDIS Plan.

AGREEMENT DETAILS

Before we provide Supports, we need your personal details.

Participant Details		
Participant	Name	
	Date of Birth	
	Mailing Address	
	Phone Number(s)	
	Email	
Support Person (Authorised Representative)	<input type="checkbox"/> Not Applicable	
	Name	
	Address	
	Phone Number(s)	
	Email	
Basis of authority	<input type="checkbox"/> Parent <input type="checkbox"/> Guardian <input type="checkbox"/> Attorney <input type="checkbox"/> Appointed by the NDIA <input type="checkbox"/> Other	
Emergency Contact	Name	
	Address	
	Phone Number(s)	

Provider Details		
Provider	Name	St George Community Transport (St George NDIS)
	ABN / ACN	50343939959 / 625683712
	Address	1/29-33 Pitt Street, Mortdale NSW 2223
	Contact Person	Carol Strachan
	Phone Number(s)	(02) 9585 3000 / 0413 763 274
	Email	carol.strachan@stgct.org.au

Invoicing	
Who manages your NDIS Funding?	<input type="checkbox"/> Participant/Support Person (Self-managed)
	<input type="checkbox"/> Plan Manager
	<input type="checkbox"/> NDIA
Payment Method for Self-funded Supports	Payment may be made by:
	<input type="checkbox"/> Direct Debit

Invoicing

	<input type="checkbox"/> EFT
	<input type="checkbox"/> Credit Card

Additional Provisions

Are there any Additional Provisions?	<input type="checkbox"/> Yes, in Schedule 2 <input type="checkbox"/> No
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Date of Agreement

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SAMPLE

SIGNING

Please confirm you agree to receive the Supports in accordance with this Agreement.

Signed by the Plan Nominee on behalf of Participant in the presence of:

Signed by an authorised officer of the Provider:

Signature(s).....

Signature.....

Print full Name: *Support Person Name*

Print full Name: Carol Strachan

Witness sign:.....

Role:.....

Witness full name:

SAMPLE

Terms and Conditions

1 Your responsibilities

You and your NDIS Plan

You agree to:

- 1.1 Tell us about the goals and outcomes in your NDIS Plan that relate to the Supports.
- 1.2 Tell us if your NDIS Plan changes.
- 1.3 Tell us if you are no longer a NDIS participant.
- 1.4 Tell us if your personal details change.
- 1.5 Tell us if the management of your NDIS Funding changes.

You and your Supports

You agree to:

- 1.6 Work with us to make sure the Supports meet your needs.
- 1.7 Give us as much notice as possible (preferably 5 full business days' notice) if you cannot show up for a Support and need to cancel.
- 1.8 Pay us the Fees.

Your dealings with our personnel

You agree to:

- 1.9 Treat our personnel with courtesy and respect.
- 1.10 Help us to provide a healthy and safe space for our personnel, and tell us about risks for our personnel.
- 1.11 Tell us if you have any concerns or complaints about Fees or the Supports.

2 Our responsibilities

How we provide the Supports

We agree to:

- 2.1 Provide you with the Supports at agreed times.
- 2.2 Work with you to make sure the Supports meet your needs.
- 2.3 Consult with you about how you like to receive the Supports.
- 2.4 Provide you with invoices and statements for the Supports.
- 2.5 Work with you to review the Supports before your next NDIS Plan renewal or earlier if requested.

2.6 Follow the NDIS Quality and Safeguarding Framework when it applies.

How we will treat you

We agree to:

2.7 Treat you with courtesy and respect.

2.8 Listen to your feedback.

2.9 Work with you to resolve issues quickly and effectively.

2.10 Respect your privacy and confidentiality.

3 Supports

3.1 Your starting Supports are listed in Schedule 1 of this Agreement.

3.2 The Supports can be changed, suspended or cancelled by agreement or in accordance with clause 10.

3.3 Some of the Supports may involve us doing activities or writing reports when you are not there, if allowed by the NDIS Rules. If we do this, we may charge you.

4 Pricing for Funded Supports

4.1 The Fees for Funded Supports will be the maximum permitted price set by the NDIS, unless a lower price is agreed.

4.2 If we are eligible for a temporary transformation payment, we will tell you. We will follow the conditions in the NDIS Rules, and we may charge you a higher Fee for the Supports.

4.3 Prices are usually updated yearly on 1 July. We will tell you when this occurs. The NDIS Price Guide is available on www.ndis.gov.au.

4.4 The starting Fees for Funded Supports are set out in Schedule 1. You may ask for an updated Schedule 1 if prices or the Supports have changed.

4.5 If both of us thought a Support is NDIS funded, but that turns out to be wrong, then you must pay for the Supports as Self-funded Supports according to the pricing at clause 5 below.

5 Pricing for Self-funded Supports

5.1 The Fees for Self-funded Supports will be published by us from time to time.

5.2 The starting Fees for Self-funded Supports are set out in Schedule 1. You may ask for an updated Schedule 1 if prices or the Supports have changed.

5.3 We will tell you at least 15 days before changing Fees for Self-funded Supports. You can stop Self-funded Supports if you do not accept the changing Fees. Otherwise we will take it that you accept the changed Fees.

6 Travel costs

If permitted by the NDIS Rules, we may charge you Fees for:

- 6.1 The time personnel spend travelling to and from you to our office or another client.
- 6.2 The time personnel spend when accompanying you as part of a community participation support.
- 6.3 Costs of transport itself when accompanying you in the community, for example a ticket for public transport. If we provide a private vehicle we may claim car expenses at the rate approved by the Australian Taxation Office from time to time.
- 6.4 Remote travel costs in accordance with the NDIS Rules.

7 Other fees

- 7.1 If permitted by the NDIS Rules, we may charge you an establishment fee or re-establishment fee to help implement your NDIS Plan.
- 7.2 If permitted by NDIS Rules, we may charge you a cancellation fee up to the maximum set by the NDIS Rules.
- 7.3 If the NDIS Rules are changed in the future to allow it, we may charge you late payment or other fees up to the maximum set by the NDIS Rules.
- 7.4 We will tell you at least 21 days before we start charging such fees.

8 Invoicing and payment

- 8.1 Please nominate who will manage your NDIS Funds and assist you to pay Fees.
- 8.2 We will send invoices to this person regularly after the Supports are provided.
- 8.3 Invoices must be paid within 14 days of the invoice date, unless we agree to different payment terms.
- 8.4 We will provide a payment receipt on request or to support the NDIA's acquittal requirements.
- 8.5 If permitted by the NDIA or the NDIS Rules, we may ask you for payment before the Supports are provided.

9 GST

- 9.1 Currently, the GST Act makes a Funded Support GST free if:
 - 9.1.1 the Supports supplied by us are reasonable and necessary;
 - 9.1.2 the Supports are in a NDIA-approved plan or statement under NDIS Act s33(2); and
 - 9.1.3 the NDIS Plan is current when the Supports are provided,and the parties agree that the Funded Supports are reasonable and necessary under the GST Act.
- 9.2 GST may apply when we provide Self-funded Supports, depending on the nature of the Self-funded Supports.

- 9.3 You must pay any applicable GST on Fees at the same time and in the same way as the Fees.

10 Changing, rescheduling or cancelling Supports

- 10.1 Please give us as much notice as possible if you cannot show up for a Support and need to cancel or change the Support.
- 10.2 If you cancel or do not show up for a Support at short notice in accordance with the NDIS Rules, we may charge a cancellation fee.
- 10.3 If you have an unusual number of cancellations then we may contact you to understand why these are happening.
- 10.4 You may cancel a Support by giving us at least 14 days' written notice.
- 10.5 We may cancel or reschedule a Support in unforeseen situations beyond our control. We will not charge you any fees if we initiate a cancellation.

11 Ending this Agreement

- 11.1 You may end this Agreement by giving Adequate Notice to us.
- 11.2 We may end this Agreement by giving Adequate Notice to you.
- 11.3 You can end this Agreement without giving Adequate Notice if:
- 11.3.1 your health and safety is at risk from the Supports we are providing; or
 - 11.3.2 there is a consistent and ongoing failure by us to provide the Supports.
- 11.4 We can end this Agreement without Adequate Notice if:
- 11.4.1 an invoice remains unpaid by its due date;
 - 11.4.2 the health and safety of attending personnel or other participants are at risk as a result of us providing you with the Supports;
 - 11.4.3 you cancel the Supports and we consider it materially adversely impacts our ability to manage our duty of care to you; or
 - 11.4.4 your Funded Supports are no longer in your NDIS Plan.
- 11.5 When this Agreement ends, you must immediately pay any outstanding Fees.
- 11.6 After this Agreement ends, outstanding Fees, confidentiality and privacy obligations may still be enforced.

12 Changing this Agreement

This Agreement:

- 12.1 may be changed by mutual consent in writing; and
- 12.2 is taken to include changes to Fees, Supports and permitted terms with NDIS participants required under NDIS Rules or the GST Act.

13 Transport in your vehicle

- 13.1 If we transport you in your vehicle for the Supports, you must make sure the vehicle is safe, registered and comprehensively insured and provide us with evidence of registration and insurance.
- 13.2 We are not responsible for any damage caused to a vehicle owned by or supplied by you. If an insurance claim is made in respect of damage, you must pay any excess.

14 Privacy and sharing of personal and health information

- 14.1 We will collect and use your personal and health information to provide the Supports. We may also use your information for internal administration, training, assessments and reviews.
- 14.2 We may need to give your information to other people and organisations we involve in the Supports, including registered providers who support you, health professionals, the NDIA and government departments.
- 14.3 You authorise us to give your personal and health information to the person you choose to help you to pay the Fees.
- 14.4 We must comply with applicable Privacy Laws.
- 14.5 Any questions or concerns about privacy of your information should be directed to the privacy officer identified in our privacy policy. Complaints about our handling of your information can also be made to the Office of the Australian Information Commissioner.
- 14.6 Please read our privacy policy for more information on the handling of your information.

15 Issues, complaints and dispute resolution

- 15.1 We encourage you to raise any issues, concerns or complaints about the Supports or the Fees.
- 15.2 We will work with you to resolve any issues, concerns or complaints you have about the Supports or our Fees.
- 15.3 Please read our complaints policy for more information on the current process for raising issues and complaints.

16 Emergency response

- 16.1 If there is a medical emergency when we provide the Supports to you, we will seek appropriate emergency assistance.
- 16.2 If you require urgent care, please call your doctor or call 000.

17 General

- 17.1 This Agreement is subject to any Additional Provisions. The Additional Provisions override all other provisions.
- 17.2 We may engage other individuals or organisations to help us deliver the Supports.

- 17.3 We may transfer all or part of our interest, rights and obligations under this Agreement to another person. We will give you written notice of a change, in which case that other person takes the place of 'us', 'we' and the 'Provider'.
- 17.4 A reference to a department, agency, authority or law includes consolidations, reconstitutions, amendments, re-enactments or replacements of any of them.
- 17.5 Separate copies of this Agreement may be signed by each of us. All the separately signed Agreements together form this Agreement.
- 17.6 This Agreement is governed by the laws of the State or Territory in which the Supports are provided.

18 Definitions

In this Agreement:

Additional Provision means any additional provision specified in the Agreement Details.

Adequate Notice means a period of written notice no less than 14 days which having regard to the Supports, allows adequate time for you to make alternative arrangements.

Agreement includes the cover page, the Agreement Details, these Terms and Conditions and the Schedules and attachments.

Agreement Details means the details in the tables at the start of this Agreement.

Authorised Representative includes a legal guardian, parent, and enduring power of attorney.

Fees mean the fees, charges and costs for the Supports.

Funded Supports means the supports provided to you which are funded by the NDIS, including those listed in table 1 of Schedule 1, as varied.

GST means the goods and services tax levied under the GST Act or a similar tax.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

NDIA means the National Disability Insurance Agency.

NDIS means the National Disability Insurance Scheme or any replacement or equivalent scheme.

NDIS Act means the National Disability Insurance Scheme Act 2013 (Cth).

NDIS Plan means the Participant's plan that has been approved by the NDIA (including any plan issued with or annexed to this Agreement), as varied.

NDIS Quality and Safeguarding Framework means the framework determined by the NDIS Quality and Safeguards Commission to improve the quality and safety of NDIS Supports.

NDIS Rules means the NDIS Act and its regulations, NDIA Terms of Business, NDIS Price Guide and any other rules which a registered NDIS service provider must follow.

Participant and **'you'** means the person specified in the Agreement Details who is a participant in the NDIS.

Plan Manager means a registered provider of the Supports who manages funding for the Supports under a NDIS Plan and can include the Participant, as nominated in the Agreement Details.

Privacy Laws means, to the extent applicable, the Privacy Act 1988 (Cth) and equivalent State/Territory laws concerning the handling of personal, health or sensitive information and their respective privacy principles, and includes any relevant direction, guideline, determination or recommendation made by a privacy commissioner, health services commissioner or similar agency.

Provider means the provider specified in the Agreement Details and the use of any of the terms 'we', 'us' and 'our' in this Agreement, means the named provider or any notified assignee.

Self-funded Supports means supports or services provided to you which are not Funded Supports. This includes:

- (a) the self-funded (or unfunded) supports and associated costs and services listed in table 2 of Schedule 1, as varied;
- (b) support or services for which the NDIS has not set any fees;
- (c) support or services which are not in your NDIS Plan or for which you are not eligible;
- (d) support which the NDIA refuses to fund for any reason; and
- (e) additional supports or services which are unplanned, and have not been or cannot be added to the NDIS Plan as a Funded Support.

Supports means Funded Supports and/or Self-funded Supports, as the context requires.

Support Person means a person who is appointed as the Authorised Representative of a Participant either at the request of the Participant or on the initiative of the NDIA, as nominated in the Agreement Details.

SCHEDULE 1: Supports provided by the Provider

Table 1: Supports funded by the Participant's NDIS Plan (NDIS Funded 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 Plan Management Provider.	How the support will be provided List how, when, where, and by whom the support will be provided.
Access to Arncliffe Hub	Pick up participant from home and take her to the hub and collect her at a later agreed time and return her safely home.	Rate is charged per hour as per NDIS Price code: Access Community, Social And Rec Activities - Standard - Public Holiday 04_102_0125_6_1 Access Community, Social And Rec Activities - Standard - Weekday Afternoon 04_103_0125_6_1 Access Community, Social And Rec Activities - Standard - Weekday Daytime 04_104_0125_6_1 Access Community, Social And Rec Activities - Standard - Saturday 04_105_0125_6_1 Access Community, Social And Rec Activities - Standard - Sunday 04_106_0125_6_1 The rate for the participant as at 1 May 2020 is \$58.14 per hour. The cost for a return trip to Arncliffe Hub from home is \$44.04. An NDIS subsidy will be applied if funding permits.	St George Community Transport

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 Plan Management Provider.	How the support will be provided List how, when, where, and by whom the support will be provided.
Access to the Intellectual Disability Foundation (Ascalon)	Participant is collected from home and taken to and from IDF at a time agreed with the participant.	Rate is charged per hour as per NDIS Price code: Access Community, Social And Rec Activities - Standard - Public Holiday 04_102_0125_6_1 Access Community, Social And Rec Activities - Standard - Weekday Afternoon 04_103_0125_6_1 Access Community, Social And Rec Activities - Standard - Weekday Daytime 04_104_0125_6_1 Access Community, Social And Rec Activities - Standard - Saturday 04_105_0125_6_1 Access Community, Social And Rec Activities - Standard - Sunday 04_106_0125_6_1 The rate for the participant as at 1 May 2020 is \$58.14 per hour. The cost for a return trip to Arncliffe Hub from home is \$44.04. An NDIS subsidy will be applied if funding permits.	St George Community Transport

Table 2: Supports NOT funded by the Participant's NDIS Plan (Self-funded Supports)

Support	Description of support	Price and payment information	How the support will be provided
List the name of the support.	List the details of the support, including scope and volume.	List the price of the support (e.g. per hour / per session / per unit) and whether it is not covered in the Participant's plan or is an additional unit of measure over those provided for in the Participant's plan.	List how, when, where, and by whom the support will be provided.

SAMPLE

SCHEDULE 2:

Additional Provisions

Special Provision 1 :

Amendment to Terms and Conditions 10.2 If you cancel or do not show up for a Support without providing 24 hours notice you may be charged a cancellation fee.