

This document is an Agreement that relates to the provision of supports that the **National Disability Insurance Scheme (NDIS)** has agreed to pay for, as well as any additional

NDIS-like supports not funded by the NDIS.

1. PARTIES

This **Service Agreement** (“Agreement”) is for [Name], a participant in the NDIS, and is made between

..... [Name/s & Participant Id]

“**You**” the Participant / Participant’s representative (if involved):

And

“**Eternal Disability Care**” the Provider.

This Service Agreement will commence on [day, month, year]

for the period to [start / end dates]

2. THE NDIS AND THIS SERVICE AGREEMENT

This Service Agreement is made for the purpose of providing supports to you under your NDIS plan.

You and **Eternal Disability Care** both agree that this Agreement is consistent with the aims and policies of the NDIS, especially the aim to give Participants more choice about what support they need to achieve their goals and take part in the community.

3. SUPPORTS ETERNAL DISABILITY CARE WILL PROVIDE THE PARTICIPANT

Eternal Disability Care agrees to provide you with supports in line with your NDIS plan, as set out in the attached **Schedule of Supports**. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

Additional expenses (things that are not funded in your NDIS plan) are listed separately in your Schedule of Supports. Examples of non-NDIS funded expenses include – transport, meals, tickets, fares, fees etc.

Any additional NDIS-like supports you wish **Eternal Disability Care** to provide that are not funded in your NDIS plan will be your responsibility to pay.

On signing this Agreement, both parties agree to jointly make (or amend) a Service Booking on the NDIA portal so that **Eternal Disability Care** can commence providing supports on the date agreed. If it is not possible to sign the agreement, both parties agree to accept the Service Booking within a further 48 hours or advise the other of their intention not to accept the booking. This may result in the Service Agreement being amended or cancelled.

4. RESPONSIBILITIES OF THE PROVIDER

Eternal Disability Care agrees to:

- a) provide you with the supports we have agreed to provide, at the agreed time, and in a manner consistent with all relevant laws, including the *National Disability Insurance Scheme Act 2013* and rules, and the Australian Consumer Law;
- b) treat you politely and with respect and involve you in all decisions about how supports are provided;
- c) ensure our support staff are qualified and skilled in providing the supports you need;
- d) keep our scheduled appointments with you, or give you a minimum of 48 hours' notice if we need to make a change to a scheduled appointment;
- e) review the provision of supports with you, at least every 6 months;
- f) listen to your feedback on how well we are doing so we can resolve problems quickly and continually improve the services provided to you;
- g) protect your privacy and make sure your personal information is safe and secure;

Note: We will clearly explain to you how we do this and will ask you for your consent to share your information (there may be times we are legally required to do this)

- h) be honest with you if you want us to provide support that we believe another organisation may be better suited to provide, or where there is a potential or actual conflict with NDIA policies;

Note: We will always inform you of any situation where **Eternal Disability Care** has a potential conflict of interest so that you can make an informed decision in relation to your supports

- i) keep accurate records on the supports we provide you and charge you correctly for the services we provide;
- j) ensure you have access to details of services delivered (e.g. through *myplace*) and the amount charged for those services as per the Terms of Business for Registered Providers, and
- k) explain our Cancellation Policy to you and give you information about how we manage complaints about our service or activate our cancellation policy (see section 9 below).

5. RESPONSIBILITIES OF THE PARTICIPANT/ PARTICIPANT'S REPRESENTATIVE

When you sign this Service Agreement, it means that you agree to do the following things:

- a) let **Eternal Disability Care** know about the supports you need and how you want to receive them;

- b) provide **Eternal Disability Care** with a copy of your NDIS plan so we can understand your goals and support needs and make plans to provide those supports;
- c) be polite and respectful to **Eternal Disability Care** staff;
- d) keep your scheduled appointments with us, or give us at least 48 hours' notice if you can't keep them or need to change arrangements. If notice is not given, our cancellation policy applies;
- e) talk to us if you are unhappy with any part of our support services, or our support staff, as soon as you can;
- f) tell us if you change your contact details, like your phone number or address, as soon as possible;
- g) tell us if your NDIS plan changes or if you stop using the NDIS;
- h) pay **Eternal Disability Care** invoices within 14 days if you are self-managing funding for supports or request your Plan Nominee to do so, and
- i) give us 28 days' notice if you no longer want **Eternal Disability Care** to provide you with support, or if you wish to change or end our Service Agreement.

6. PAYMENTS

Eternal Disability Care will seek payment for the supports we have provided to you after we have provided them, and once you have agreed that you received those supports.

Select which one or more of the following paragraphs applies by ticking the relevant box(es) and inserting the name as appropriate.

- You have nominated the **NDIA** to manage the funding for supports provided under this Service Agreement. After providing those supports, **Eternal Disability Care** will claim payment for those supports from the NDIA.

AND/OR

- You have chosen to **self-manage** the funding for some or all your NDIS supports provided under this Service Agreement. **Eternal Disability Care** will provide you with an invoice for the supports we have provided you. You agree to pay **Eternal Disability Care** invoices by [cheque/ cash / EFT] within 14 days of receiving the invoice.

OR

- Your **Plan Nominee** [*insert name of Plan nominee*] manages the funding for NDIS supports provided under this Service Agreement. After providing those supports, **Eternal Disability Care** will send your Nominee an invoice for payment (contact details in Section 12). Your Nominee will pay the invoice by [cash / cheque / EFT] within 14 days of receiving the invoice.

OR

- Your **Plan Management Provider**, *[insert name of registered Plan Management Provider]* manages the funding for NDIS supports provided under this Service Agreement. After providing those supports, **Eternal Disability Care** will send your Plan Management Provider an invoice for payment (contact details in Section 12). Your Nominee will pay the invoice by *[cash / cheque / EFT]* within 14 days of receiving the invoice

AND

Eternal Disability Care will seek payment for any additional supports we have provided or expenses incurred that are not funded on your NDIS plan. You agree expenses will be invoiced to you, your Plan Nominee or your Plan Management Provider and will be paid by *[cheque/ cash / EFT]* within 14 days of receiving the invoice.

Establishment Fee

This fee applies to all new NDIS participants in their first plan where they receive at least 20 hours of personal care/community access support per month. This payment is to cover non-ongoing costs for Eternal Disability Care to establish arrangements and assist you in implementing your plan.

The establishment fee is claimable by the provider who assists the participant with the implementation of their NDIS Plan, delivers a minimum of 20 hours per month of personal care/community access support and has made an agreement with the participant to supply these services.

The establishment fee will operate as follows:

- Eternal Disability Care can charge \$500 against a plan if assisting a new participant, who is new to NDIS and new to Eternal Disability Care.
- Eternal Disability Care can charge \$250 when they are maintaining an existing client of theirs who is commencing as a participant of the NDIS.
- Should a participant wish to change providers on commencing their first NDIS plan, \$250 is available to the new provider. This is to assist the participant in changing providers.
- A budget of \$750 is included in the first plan for NDIS participants, in case they need to this type of assistance from providers to design and implement support arrangements.

Travel and Transport

Eternal Disability Care may claim travel costs against your NDIS Plan to provide your service, however this must be with your agreement. Any transport costs to be claimed as part of your services will be clearly specified.

When providing community access supports, **Eternal Disability Care** may claim the cost of time spent accompanying and/or transporting you to in the community. If we incur costs, in addition to the cost of a worker's time, when accompanying you in the community (eg the cost of a ticket for public transport), **Eternal Disability Care** may negotiate with you for you to make a reasonable contribution towards these costs.

Temporary Transformation Payment

Eternal Disability Care is entitled to use the Temporary Transformation Payment (TTP) support items (and price limits) where we provide you with attendant care or community participation supports as we are compliant with the TTP terms specified by the NDIA.

7. CHANGES TO THIS SERVICE AGREEMENT

If significant changes to the supports we provide are required, the parties agree to discuss the changes and review the Schedule of Supports and if necessary, amend this Service Agreement. However, if changes are made to the Schedule of Supports that have an impact on the budget or service delivery arrangements, a change to this Service Agreement may be required.

The parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the parties.

8. ENDING THIS SERVICE AGREEMENT

Should either party wish to end this Service Agreement they must give the other party one month's (or 28 days) notice.

The Service Agreement may be terminated as a result of a failure to pay for services provided or expenses incurred. If you fail to pay **Eternal Disability Care** invoices for supports and expenses that you have previously agreed to pay, you will receive a reminder. If payment is not made by the due date, we will contact you to discuss the problem and see if we can resolve the matter (for example, by establishing a direct debit payment plan). If invoices remain unpaid after 60 days, or an agreed payment plan is not established, this may result in the Service Agreement being terminated.

9. CANCELLATION OF SUPPORTS

Eternal Disability Care's Cancellation Policy complies with all applicable laws (eg. the Australian Consumer Law) and is consistent with the NDIS Price Guide.

Eternal Disability Care expects you (or someone on your behalf) to give **Eternal Disability Care** reasonable notice that services are no longer required or that you are unable to keep a scheduled appointment. If notice is not provided or you fail to attend a scheduled service, this may result in you being charged 90% of the applicable fee for the booked service.

Please note, where you attend for only part of the scheduled service, without providing advance notice, payment for the entire scheduled service may be charged. This fee will not exceed the price of the service we have specified in our Schedule of Supports. **Eternal Disability Care** will use its discretion in charging a fee.

In circumstances where you do not attend a scheduled service or provide advance notice to **Eternal Disability Care** to cancel the appointment (referred to as "no show"), **Eternal Disability Care** will make every effort to contact you to determine if there is a problem and see if we can assist. If you are simply running late, **Eternal Disability Care** may need to reschedule the appointment if it means another Participant would be impacted by that delay.

If **Eternal Disability Care** has to cancel a service, 48-hour advance notice will be provided where possible and the service will be rescheduled. **Eternal Disability Care** acknowledges that there can be circumstances that are beyond **Eternal Disability Care's** or your control which mean 48 hours' notice cannot be provided.

Our fees for cancelling or missing appointments may be charged as follows:

Reasonable notice of more than 48 hours	No fee. Service will be rescheduled.
Less than 2 clear business days' notice for a support that is less than 8 hours continuous duration and worth less than \$1000	90% of applicable fee for the booked service.
Less than 5 clear business days' notice for any other support	90% of applicable fee for the booked service.
No notice (No Show)	90% of applicable fee for the booked service.

(Refer to Definitions on last page of this Agreement.)

10. FEEDBACK, COMPLAINTS & DISPUTES

Eternal Disability Care encourages you to give us feedback on any aspect of the support we provide. We would like you to let us know if you are happy with our support or unhappy.

If you wish to give us **feedback or make a complaint**, you can contact the **Customer Service Officer** by email, telephone, writing a letter or making a time to meet in person.

- by email: info@eternaldisabilitycare.com.au
- by phone: 1800 973 600
- in writing:

The Chief Executive Officer

Eternal Disability Care

17 Graham Street, Doonside, 2767 NSW

If you are not satisfied with our response you can **request a meeting** to discuss the matter further with the Managing Director or their delegate on the details above.

If you are still not satisfied with the outcome of this process, you can contact the National Disability Insurance Agency by phone or visit their website for further information.

Telephone: 1800 800 110

Website: www.ndis.gov.au

You can also make a complaint to the NDIS Commission:

www.ndiscommission.gov.au

Telephone: 1800 035 544

11. 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 your NDIS plan currently in effect under section 37 of the NDIS Act;
- Your NDIS plan is expected to remain in effect during the period the supports are provided, and
- You or your representative will immediately notify **Eternal Disability Care** if your NDIS plan is replaced by a new plan or you stop being a participant in the NDIS.

12. CONTACT DETAILS

Participant's contact details:

Phone (landline):	
Mobile:	
Email:	
Address:	
Alternative contact person:	
Alternative person's contact number:	

Participant representative's (Plan Nominee or Plan Management Provider) **contact** details:

Name:	
Phone (landline):	
Mobile:	
Email:	
Billing Address:	
Alternative contact person:	
Alternative person's contact number:	

Provider's contact details:

Contact Person:	Golchha Jaiswal (Jay)
Phone (business hours):	1800 973 600
Mobile:	0420 882 902
Email:	G.jaiswal@eternaldisabilitycare.com.au
Address:	17 Graham Street, Doonside, NSW 2767

13. AGREEMENT SIGNATURES

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

Participant / Participant's representative:

.....
Signature

.....
Name

Date:

Authorised person from Eternal Disability Care (the Provider):

.....
Signature

.....
Name

Date:

14. COPY OF PARTICIPANTS NDIS PLAN

Attach a copy of the participant's NDIS plan.

15. CLIENT CONSENT FORM

Attach the signed Consent form.

16. SCHEDULE OF SUPPORTS

Attach the signed Schedule of Supports.

17. DEFINITION OF TERMS

This is what we mean by the following terms:

NDIS	The National Disability Insurance Scheme is a new way of providing support for people with disability, their families and carers in Australia. The NDIS provides funding to Participants to purchase a range of supports aimed at increasing their independence, inclusion, and social and economic participation.
NDIA	The National Disability Insurance Agency is the government agency that administers or manages the NDIS.
Participant (or NDIS participant)	A Participant is a person who has been assessed by the NDIA as being eligible for the NDIS and is then registered as a NDIS Participant. For this purpose of this Agreement, the Participant has an approved NDIS plan for which funding has been allocated to purchase 'reasonable and necessary' supports.
Participant's NDIS Number	Once a Participant has been registered with the NDIS, they are assigned a Participant Number. This number is a reference number that is used by the NDIA, the Participant and Providers in relation to the Participant's plan, their supports or their payments.
NDIS Plan	The NDIS Plan is an approved plan agreed to between the NDIA and the Participant. It specifies the 'reasonable and necessary' supports that the NDIA has agreed to pay for and the budget that has been allocated for those supports. It also specifies the Participant's Goals for the things they most want to change or achieve in their Plan.
Plan Nominee	A Plan nominee is a person (friend, carer, family member, who can manage the Participant's funding for their NDIS supports and help them make other decisions. A Plan Nominee can be the participant's representative and enter into the Agreement for you.
Plan Management Provider	The Plan Management Provider is an authorised person or entity responsible for managing the Participant's funding for NDIS supports. They must be registered with the NDIA as the Participant's Plan Management Provider. They can also be a participant's representative.
Provider	For this Service Agreement, the Provider is Eternal Disability Care . There may be other Providers who also have an agreement with the Participant to provide supports funded by the NDIS in the Participant's Plan.
Supports	Supports are the types of services or assistance identified in a NDIS Plan that a Participant can purchase out of their NDIS budget. There are

	three Support Purposes – Core, Capital or Capacity Building. They include a range of supports that enable a Participant to work towards their goals and build their independence and skills.
Goals	Goals are the most important things the Participant wants to change or achieve over the next few years. The NDIS Plan and budget should be linked to these goals. The Supports that the Participant purchases with that funding should be aimed at helping them achieve their goals.
Support Worker	A Support Worker is an employee of Eternal Disability Care who has been scheduled to provide a particular type of support/s to the Participant, as per the Schedule of Supports attached to this Service Agreement. The Support Worker will have the appropriate skills and/or qualifications required to provide that particular support type.
Schedule of Supports	A schedule is attached to the Service Agreement that specifies the type of support to be provided, the purpose of that support, the duration, frequency, location and timeframe (eg. day/time) the support is provided.
NDIS Price Guide	The NDIS Price Guide specifies the pricing and associated arrangements that service providers should use when providing or billing for services. It also gives a brief description for each support item and includes a reference number that must be used for billing.
Myplace – NDIS website	This is a link or place on the NDIS website (called a Portal) where Participants and Providers can access information about their Plan or their Supports, including making Service Bookings or payments for the supports provided.
Service Bookings	Making a Service Booking is like making an appointment. It can be made by either the Participant or the Provider. The appointment is made on the NDIS website, through the <i>myplace</i> portal and includes information about the type of support required and the length of time the service is required for. Both parties must accept the booking on the portal. Once the service has been provided, it can then be charged for.
Transport	Transport is when a Participant travels in a vehicle that is owned/ maintained by Eternal Disability Care or a Support Worker during a Support service. Costs for providing transport are not included in the Support price and incur a separate charge. Transport costs must be agreed to by the Participant before they are incurred. Transport does not include provider travel by the Support Worker.
Cancellation	Cancellation occurs when a scheduled service is not provided or is unable to be received. Advance notice for cancelling a scheduled

service must be given to **Eternal Disability Care** by the Participant (or someone on their behalf) in order to avoid fees.

In the event that a service (full or partial) is not required or is unable to be received, the following cancellation categories apply, which determine whether or not a fee will be charged. (Refer to Cancellation Policy, section 9.)

- Short notice: less than 48 hours' advance notice is provided.
- Reasonable notice: 48 hours' or more notice is provided.
- No notice (No Show): where a Participant does not attend a scheduled service, or is not at the agreed location at the agreed time for the scheduled service and provides no advance notice.

**Conflict
interest**

of

A potential conflict can arise if **Eternal Disability Care** is both a provider of coordination of support and other disability supports. **Eternal Disability Care** has a Conflict of Interest policy in place to ensure that this is appropriately managed. **Eternal Disability Care** will ensure the Participant is fully informed in these circumstances and can exercise choice and control.