

## Your Service Agreement (Note Below)

NDIS Number 43 \_ \_ \_ \_ \_

### Who You Are and Who We Are:

This Service Agreement is for you CLIENT NAME \_\_\_\_\_, a Participant in the National Disability Insurance Scheme (NDIS), between:

**YOUR NAME** \_\_\_\_\_

You are a Participant or your nominee as described in the description of your Contract Details

And

**Our Name: Parramatta Mission (PM)**

We are UCA-Parramatta Mission ABN 42 266 391 917 of 119 Macquarie Street, Parramatta 2150

This Agreement starts on the *date the agreement is signed* and goes from DD/MM/YYYY (Start Date) to DD/MM/YYYY (End Date) when the agreement will stop. A new Agreement will need to be started between us for any time after the End Date of this Agreement.

### What can you expect from, us, Parramatta Mission? We agree to:

- treat you with courtesy and respect
- review the provision of supports at least every 3 months with you
- provide the agreed upon supports that meet your needs
- communicate openly and honestly in a timely manner, and explain anything to do with your support clearly
- consult you on decisions about how supports are provided
- give you information about managing any complaints or disagreements and details of the Parramatta Mission's cancellation policy
- listen to your feedback and resolve problems quickly
- give you a minimum of 24 hours' notice if the Parramatta Mission has to change a scheduled appointment to provide supports
- give you the required notice if the Parramatta Mission needs to end the Service Agreement (*see 'Ending the Service Agreement' below for more information*)
- provide supports in a manner consistent with all relevant laws, including the [National Disability Insurance Scheme Act 2013](#) and the National Disability Insurance Scheme Rules.
- keep accurate records on the supports provided to you
- use all reasonable endeavours to fulfil the supports specified in this Agreement, but Parramatta Mission shall not be liable for any matter where it makes reasonable efforts to provide the supports and shall not be liable for any matter beyond the reasonable control of the Parramatta Mission.
- issue regular statements to you, this statement will include what services have been provided and how your plan has been charged
- not charge any credit card fees or additional service charges outside the terms of this Agreement and the Schedule of Supports.
- Operate in accordance with *Parramatta Mission – NDIS Conflict of Interest Policy*.

## What am I required to do? You, agree to:

- work cooperatively with Parramatta Mission to ensure that services and supports are delivered to meet my needs
- inform Parramatta Mission within 24 hours after an agreed service, if it **was not** delivered as per the schedule
- treat Parramatta Mission staff with courtesy and respect
- talk to Parramatta Mission if I have any concerns about the supports being provided
- give Parramatta Mission reasonable notice if I cannot make a scheduled appointment, reasonable notice is agreed to be:
  - more than 2 clear business days' notice for a support that is less than 8 hours continuous duration and worth less than \$1000; and
  - more than 5 clear business days' notice for any other support.
- if reasonable notice is not provided, I am confirming that I understand that Parramatta Mission's cancellation policy will apply, and that Parramatta Mission will recover 90% of the fee associated with the activity.
- give Parramatta Mission the required notice if I need to end the Service Agreement
- there is no limit on the number of short notice cancellations (or no shows) that PM can claim in respect of a participant.
- notify Parramatta Mission of any changes to my situation that I expect will have an impact on this Agreement
- work with Parramatta Mission to agree to find a solution if I fail to attend or be available on more than one occasion for a service (a "no show") and / or fail to notify Parramatta Mission in advance when a scheduled appointment should be cancelled (*see 'Cancellation and No-Show Policy'*).

## Frequently Asked Questions about this agreement and how it works:

### How does the NDIS and this Agreement work?

This Agreement sets out how your supports will be provided by Parramatta Mission to you under your approved NDIS plan.

### How is my Service Agreement Renewed?

The Service Agreement may be renewed by the parties on or before the termination date of the existing Service Agreement. Renewal of the Service Agreement must be agreed in writing by both parties (the Participant/Participant's Nominee and the Parramatta Mission).

### How is your privacy and confidentiality maintained?

Parramatta Mission respects and upholds your rights to privacy protection in accordance with the privacy provisions in the Privacy Act, 1988 (Commonwealth), Privacy and Personal Information Protection Act, 1998 (NSW) and Health Records and Information Privacy Act, 2002 (NSW). [Extracted from our attached Privacy Brochure]

In addition, Parramatta Mission is committed to protect the Participant's privacy and confidential information; it operates in accordance with the National Disability Insurance Scheme Act 2013 and rules.

### **How do you change the Schedule of Supports provided under your Agreement – either on every now and then or permanently?**

The Participant and Parramatta Mission may agree on ad-hoc changes to the schedule of supports from time to time subject to Parramatta Mission being able to meet such changes at short notice.

The Participant and Parramatta Mission may vary the Service Agreement to accord with any change to the Participant's NDIS plan.

Any variation must be agreed in writing after consultation between the Participant and Parramatta Mission and will apply no earlier than 7 days after the agreed date of variation.

Where there are frequent changes either the Participant or Parramatta Mission can request a review of the Schedule of Supports

### **How do you end this Agreement?**

Should either party wish to end the Service Agreement, we both agree to give 4 weeks' notice. If either party fails to meet their responsibilities or the terms set out in this agreement or where there is a risk to the safety of staff or the Participant, then the requirement of notice will be waived.

### **How do you give us Feedback, complaints and disputes?**

You can give us your feedback through RED portal at <https://www.parramattamission.org.au/red>

### **Can I also contact the NDIS?**

Yes you can also contact the National Disability Insurance Agency by calling 1800 800 110, visit one of their offices in person, or visit [www.ndis.gov.au](http://www.ndis.gov.au) for further information.

### **What is GST: Goods and services tax?**

For the purpose 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 affect 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 Nominee] will immediately notify Parramatta Mission if the Participant's NDIS Plan is replaced by a new plan or the Participant stops being a participant of the NDIS

### What do some words mean in your agreement: Glossary of Terms – NDIS Service Agreement?

Term	Definition
Participant	A person who has accessed the NDIS and has an Individualised Plan with funding attached
Service Provider	The term used to describe an individual or organisation that delivers a support or a product to a participant of the National Disability Insurance Scheme (NDIS). In this case, Parramatta Mission is the Service Provider
Participant's Nominee	<p>Two types:</p> <p><b>Correspondence Nominee</b>            A Correspondence nominee can undertake all activities that a participant would undertake, except for:</p> <ul style="list-style-type: none"> <li>• the preparation, review or replacement of the participant's plan; and/or</li> <li>• management of the funding for supports in the participant's plan</li> </ul> <p><b>Plan Nominee</b>            A plan nominee can undertake all activities that a participant would undertake under the Scheme including:</p> <ul style="list-style-type: none"> <li>• the preparation, review or replacement of the participant's plan, and/or</li> <li>• management of the funding for supports in the participant's plan</li> </ul>
Self-Manage	Participant manages the funding for their supports, or a nominee does this on their behalf. This nominee might be a member of family, a friend, or carer. The NDIS will give the Participant or nominee money to pay for supports in the plan.
Registered Plan Management Provider (RPMP)	<p>A registered plan management Provider can manage some, or all, of the funding for supports. They can:</p> <ul style="list-style-type: none"> <li>• find and organise supports</li> <li>• pay Parramatta Missions and process expense claims</li> <li>• complete paperwork and keep records</li> <li>• work with suppliers to decide how and when supports are provided</li> <li>• increase the Participant's skills so they can have more control over their plan in the future</li> </ul>
NDIA	National Disability Insurance Agency
NDIS	National Disability Insurance Scheme
NDIS Plan	An individual plan which sets out the Participant's goals and aspirations, the disability supports

	(services and products) that will be funded by the NDIS, and other supports the person requires
Supports	A Service or Product
Schedule of Support	Support items to be provided with detailed description of support, unit of measure, price and how it will be delivered
Cluster	Groupings of similar support items
Guardian	A person who has been appointed by a court, board or panel who has power to make decisions for the participant
Cancellation	To decide or announce that a planned event will not take place
No Show	Where a Participant fails without notice to keep the scheduled appointment for the support
Notice Period	Defined time period notification to allow preparations/changes to be made
Service Agreement	A written agreement between Parramatta Mission and Participant – outlines responsibilities and obligations of each party, Supports to be provided and how delivered, how to resolve problems that may arise and when and how the agreement will be reviewed.
ACL	Australian Consumer Law

### What is your Cancellation Statement?

Under the Australian Consumer Law (ACL), you have certain rights to cancel a Service (known as Support):

- If you know you will not require 'a support' as per your Schedule of Supports, you must provide Parramatta Mission with a reasonable notice which is more than 2 clear business days' notice for a support that is less than 8 hours continuous duration and worth less than \$1000; and more than 5 clear business days' notice for any other support.
- If an emergency arises and you do not require all or part of your supports, you must notify your Parramatta Mission's representative as soon as possible on the contact numbers as per Schedule 1 of the Service Agreement. Please note Parramatta Mission may make a claim 'for cancellation', refer to 'Cancellation and No-Show Policy – Special Circumstances Regarding Cancellation Charges'.
- Ad-Hoc changes to the Schedule of Supports can be made with at least a 7 days' notice period.
- The Schedule of Supports can be temporarily suspended upon receipt of a request with a 7-day notice period. (see Service Agreement – Review or Changes to Schedule of Supports)
- Schedule of Supports can be cancelled by either the participant/participant nominee or Parramatta Mission if there has been a serious breach only in accordance with the Agreement (see Service Agreement-Feedback, Complaints and Disputes).
- The NDIS Service Agreement can be cancelled by either party with one months' notice in writing only in accordance with this agreement (see Service Agreement-Ending of Service).

Please note: if cancellation of supports is not received within the notice period Parramatta Mission may make a claim.

Under the ACL, in the event that Parramatta Mission fails to supply a support due to its own default, then it shall not make a claim for that support. The Participant/Participant's nominee shall be entitled to require Parramatta Mission to re-supply the support. If the Participant/Participant's Nominee arranges alternative support, the alternative Provider shall be entitled to claim. The Participant shall not be entitled to make any claim on the initial Provider in this event

**NOTE:** A Service Agreement is a document for you the Participant and Service by Parramatta Mission. It outlines how we will work together to achieve the goals in your NDIS plan. You may choose to have a representative (someone close to you such as a family member or friend or someone who manages the funding for support under your NDIS plan) to sign the Service Agreement.

### Payments

Parramatta Mission will be paid for providing you support after the service has been delivered by one or more of these ways of making the payment:

- Self-Management
- NDIA
- Registered Plan Management Provider

### Minimum Charges

Parramatta Mission has minimum periods of time that will be charged for services provided. These periods will be specified in the Schedule of Support.

### Schedule of Support

We, Parramatta Mission, agree to provide you, the Participant, with the support set out in the Schedule of Support. The support and prices are in the Schedule of Supports. All prices are GST inclusive (if applicable).

Additional expenses (things that are not included as part of your NDIS support) are your responsibility and are not included in the cost of support, for example entrance fees, event tickets, and meals at activities we will go to. Where an activity has additional expenses, we will be let you know clearly before the activity.

### Self-Management

Self-management means you are responsible for paying the invoices related to the supports you have received through your NDIS Plan. You will then be reimbursed for these expenses, with the money deposited into your nominated NDIS bank account.

### NDIA

You have nominated the NDIA to manage the funding for support provided under this Agreement. After providing the support, Parramatta Mission will claim payment for the support from the NDIA.

### Registered Plan Management Provider

You have nominated the NDIA to manage the funding for support provided under this Agreement. After providing the support, Parramatta Mission will claim payment for the support from the NDIA.

Name of the Registered Plan Management Provider *(if applicable)*:

<b>Registered Plan Management Provider Name</b>	
<b>Contact number</b>	
<b>Mobile</b>	
<b>Email</b>	
<b>Address</b>	

### Schedule 1 - Contact Details

You the Participant / or Your Nominee is:

<b>Your full name</b>	
<b>Your nominee's (full name)</b>	
<b>Your Contact numbers (Business hours)</b>	
<b>(After Hours)</b>	
<b>Your Mobile</b>	
<b>Your Email</b>	
<b>Your Address</b>	

### Agreement authorisation and signatures – Participant / Participant's nominee

You agree to the Terms and Conditions of this Agreement

<b>Your Signature as Participant / or Your Nominee's signature</b>	
<b>Full name of Participant / Participant's Nominee</b>	
<b>Date</b>	
<b>Signature of Witness</b>	
<b>Name of Witness</b>	
<b>Date</b>	

Parramatta Mission is as follows:

<b>Parramatta Mission contact (full details)</b>	
<b>Position of Contact</b>	
<b>Contact numbers (Business hours)</b>	
<b>(After hours)</b>	
<b>Mobile</b>	
<b>Email</b>	
<b>Address</b>	

### Agreement authorisation and signatures – Parramatta Mission

We agree to the Terms and Conditions of this Agreement

<b>Signature of Parramatta Mission representative</b>	
<b>Full name of Parramatta Mission representative</b>	
<b>Date</b>	