1. **Parties**

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

Participant /representative(eg:family member or friend)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and CPH Disability Support - Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **The NDIS and this Service Agreement**

This Service Agreement is made for 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:

1. support the independence and social and economic participation of people with disability; and
2. enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.
3. **Schedule of supports**

CPH Disability Support agrees to provide the participant,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*.* The supports and their prices are 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 (i.e. things that are not included as part of a Participant’s NDIS supports) are the responsibility of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.

**Emergency and disasters**

During the event of an emergency or disaster we will work with the local government and/or a third party to assist us in ensuring you are safe, and your supports are maintained during an emergency or disaster. However, in certain circumstances we may not be able to ensure the continuation of your supports. So, we will plan with you to ensure any specific support needs are taken care of and documented in your participant emergency preparation plan.

1. **CPHDisability Support** **Responsibilities**

CPH Disability Support agrees to:

1. review the provision of supports at least 6 Monthswith the participant;
2. once agreed, provide supports that meet the participant’s needs at the participant’s preferred times;
3. communicate openly and honestly in a timely manner;
4. treat the participant with courtesy and respect;
5. consult the participant on decisions about how supports are provided;
6. give the participant information about managing any complaints or disagreements cancellation policy;
7. listen to the participant’s feedback and resolve problems quickly;
8. give the participant a minimum of 24 hours’ notice if CPH Disability Support has to change a scheduled appointment to provide supports;
9. give the participant the required notice if CPH Disability Support needs to end this Service Agreement (see ‘Ending this Service Agreement’ below for more information);
10. protect the participant’s privacy and confidential information;
11. provide supports in a manner consistent with all relevant laws, including the *National Disability Insurance Scheme Act 2013* (NDIS Act) and rules, and the Australian Consumer Law;
12. keep accurate records on the supports provided to the participant; and
13. issue regular invoices and statements of the supports delivered to the participant as per the NDIA’s *Terms of Business for Registered Providers*.

Note: We will work closely with other agencies to coordinate the best support for you. This means your informed consent for the sharing of information will be sought and respected in all situations unless:

* we are obliged by law to disclose your information regardless of consent or otherwise if authorised by law.
* it is unreasonable or impracticable to gain consent or consent has been refused; and
* the disclosure is reasonably necessary to prevent or lessen a serious threat to the life, health or safety of a person or group of people.

**Additional Conditions CPH Disability Support** **will comply with when providing assistance with daily personal activities to participants who live alone.**

1. This condition applies to CPH Disability Supportonly if CPH Disability Support is registered to provide personal support.
2. This condition takes effect on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [date 30 days after the condition is imposed].
3. In this condition:
	* ***appropriate***means appropriate having regard to the participant’s risk factors.
	* ***face-to-face communication***or***face-face contact***means communication or contact in person and directly with the participant and does not include online or virtual communication or contact.
	* ***participant***means a participant who lives alone.
	* ***personal support*** means the class of support referred to as assistance with daily personal activities in the National Disability Insurance Scheme.
	* ***risk factors***means factors that may have a significant detrimental impact on a participant’s capacity to engage in the community, being the factors listed in clause (7) and ***the participant’s risk factors*** means the risk factors (if any) assessed under clause (4)(b) as existing in relation to the participant.
	* ***service agreement***means a service agreement with respect to the provision of personal support.
	* ***support worker*** means, in relation to a participant, an individual who provides the participant with personal support.
4. Subject to clause (5), CPH Disability Support must not allow personal support to be provided by a sole support worker to a participant unless CPH Disability Support
	* Firstly, has assessed whether any of the risk factors exist in relation to the participant; and
	* Secondly:
		1. has entered into a written service agreement with the participant; or
		2. has prepared a proposed written service agreement to enter into with the participant, made all reasonable efforts to enter it with the participant and provided a copy of it to the participant.
		*Note: The service agreement need not be limited to the provision of personal support. It may also relate to other supports or services provided to the participant. The service agreement must comply with clauses (8) and (9).*
5. If, when this condition takes effect, a provider is already allowing personal support to be provided by a sole support worker to a participant, CPH Disability Support has until 30 days after the date specified in clause (2) to comply with the requirements of clause (4) in relation to that participant.
6. If CPH Disability Support has provided a copy of a proposed service agreement to the participant (as referred to in clause (4)(b)(ii)) CPH Disability Support must provide the personal support to the participant in accordance with the terms of the proposed agreement.
7. The risk factors are as follows:
	* The participant is not receiving, from any other NDIS provider, supports or services that involve regular, face-to-face contact with the participant.
	* One or more of the following applies:
		1. The participant or the participant’s plan indicates that the participant has limited or no regular, face-to-face contact with relatives, friends or other people with whom the participant is well-acquainted.
		2. Without the assistance of another person the participant has limited or no physical mobility.
		3. The participant uses equipment to enable them to be physically mobile or to facilitate their physical mobility.
		4. Without the assistance of another person the participant has limited or no ability to communicate with others.
		5. The participant uses equipment to enable or facilitate communication with others, including to enable or facilitate the use of a phone or other device.
8. CPH Disability Support must:
	* document its assessment of the participant’s risk factors;
	* as soon as reasonably practicable after completing the assessment, provide a copy of the assessment to the participant;
	* place a copy of the assessment in CPH Disability Support file relating to the participant; and
	* as soon as practicable after CPH Disability Support becomes aware of any change in circumstances that may have a significant impact on the provision of personal support to the participant:
		1. update the assessment to take account of the change;
		2. provide a copy of the updated assessment to the participant; and
		3. place a copy of the updated assessment in CPH Disability Support file relating to the participant.
9. The service agreement or (where clause (4)(b)(ii) applies) the proposed service agreement between CPH Disability Support and the participant must take into account the participant’s risk factors and must specify:
	* the rights and obligations of the participant and CPH Disability Support respectively, under the agreement;
	* the means by which the participant’s support worker will be selected, including the participant’s role in the selection;
	* a procedure that will be used to review of implementation of the agreement, which must include someone other than the support worker checking directly with the participant, and with appropriate frequency, the participant’s level of satisfaction with the type, quality and frequency of personal support being provided;
	* the means by which CPH Disability Support will supervise and monitor the performance of the support worker to ensure the performance is consistent with the agreement and the participant’s safety and well-being, which must include (as far as practicable) visits by a supervisor to the participant’s home, at a specified and appropriate frequency, to undertake in-person supervision of the support worker;
	* the means by which CPH Disability Support will communicate with the participant, which must include (as far as practicable) face-to-face communication with the participant in the participant’s home at an appropriate frequency;
	* the means by which CPH Disability Support will engage with other providers who may be involved in providing supports or services to the participant in the participant’s home or in supporting the participant to access community-based activities. We will
10. If any risk factor has been identified as existing in relation to the participant CPH Disability Support must ensure that:
	1. there is a documented plan for supervision of the participant’s support worker that is appropriate having regard to the participant’s risk factors and the plan is implemented;
	2. all of CPH Disability Support key personnel receive regular reports in relation to the care and skill with which personal support is being provided to the participant by the support worker, with the regularity of the reports being appropriate having regard to the participant’s risk factors; and
	3. appropriate action is taken by CPH Disability Support without any unreasonable delay, to address any concerns identified in those reports.
11. CPH Disability Support must keep an up-to-date record of all participants to whom CPH Disability Support allows personal support to be provided by a sole support worker.
12. **Responsibilities of the­­­­­­­­­­­­­­­­­­­­ participant/participant’s representative**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to:

1. inform CPH Disability Support about how they wish the supports to be delivered to meet the participant’s needs;
2. treat CPH Disability Support with courtesy and respect;
3. talk to CPH Disability Support if the participant has any concerns about the supports being provided;
4. give CPH Disability Support a minimum of 24 hours’ notice if the participant cannot make a scheduled appointment, noting that if the notice is not provided by then CPH Disability Support cancellation policy will apply;
5. give CPH Disability Support the required notice if the participant needs to end this Service Agreement (see ‘Ending this Service Agreement’ below for more information); and
6. let CPH Disability Support 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.
7. **Payments**

CPH Disability Support will seek payment for their provision of supports after the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ confirms satisfactory delivery.

* The participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, CPH Disability Support will send the participant an invoice for those supports for the participant to pay. The participant will pay the invoice by [direct debit / cash / cheque / EFT] within 7days

***[AND / OR]***

* The participant’s Nominee manages the funding for supports provided under this Service Agreement. After providing those supports CPH Disability Support will send the participant’s Nominee an invoice for those supports for the participant’s Nominee to pay. The participant’s Nominee will pay the invoice by [direct debit / cash / cheque / EFT] within 7 days*.*

***[AND / OR]***

* The participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, CPH Disability Support will claim payment for those supports from the NDIA.

***[AND / OR]***

* The participant has nominated the Plan Management Provider:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, CPH Disability Support will claim payment for those supports

from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*.*

**What supports will be provided:**

CPH Disability Support agrees to provide the participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   (If the list is lengthy, this could be attached separately with a price list).

**When and how long they will be provided:**

This service agreement will start on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the period

from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**How much they will cost:**

The cost of supports is in the attached Schedule of Supports. All prices are inclusive of GST.

**How payments will be made:**

After the participant is satisfied with the delivery of the service by CPH Disability Support, the service provider will claim payment by:

• giving me or my representative an invoice (self-manage)

• claiming the hours of service from CPH Disability Support portal (privately plan managed or Agency managed)

1. **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.

1. **Ending this Service Agreement**

Should either party wish to end this Service Agreement they must give 2 Weeks notice.

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

1. **Feedback, complaints and disputes**

If the participant wishes to give CPH Disability Support feedback or is not happy with the provision of supports and wishes to make a complaint, the participant can talk to CPH Disability Supporton 0413 649 088 or at Cph.disability@gmail.com

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 [www.ndis.gov.au](http://www.ndis.gov.au) for further information.

1. **Goods and Services Tax (GST)**

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

1. 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 NDIS Act, in the participant’s NDIS plan currently in effect under section 37 of the NDIS Act;
2. the participant’s NDIS plan is expected to remain in effect during the period the supports are provided; and
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will immediately notify CPH Disability Support if the participant’s NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.
4. **Cancellation Policy**

Out of consideration and respect for CPH Disability Support’ time,

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ must provide CPH Disability Support with at least 24 hours’ notice of the cancellation of any supports. For cancellation of weekend supports, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ must notify CPH Disability Support by 5:00pm on the previous Thursday. Where multiple cancellations or no shows occur in a 12-month period, CPH Disability Support will notify the NDIA as a review of the participant’s NDIS Plan may be required.

Where CPH Disability Support cancels a support due to operational reasons, the service will be rescheduled at no penalty to either party.

1. **Contact details**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_can be contacted on:

|  |
| --- |
| **Contact details**  |
| **Phone**  |  |
| **Mobile**  |  |
| **Email**  |  |
| **Address**  |  |
| **Alternative contact person**  |  |

**CPH Disability Support can be contacted on:**

|  |  |
| --- | --- |
| **Contact name** | **Candace Hatzis** |
| **Mobile**  | **0413649088** |
| **Email**  | **Cph.disability@gmail.com** |
| **Address**  | **3 Songbird Crecent, South Morang 3752** |

1. **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 CPH Disability Support | Name of authorised person from CPH Disability Support |
| Date: \_\_\_/\_\_\_/\_\_\_ |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **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 the Participant, Participant’s Nominee, the NDIA, or a Registered Plan Management Provider manages NDIS funding for the support. | **How the support will be provided**List how, when, where, and by whom the support will be provided. |
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