



BREVITY
CARE SOFTWARE

Template only

SERVICE AGREEMENT

Company Name: The provider name

Address: 123 Street State

Phone: XXXXXXXXX

Email: admin@email.com

ABN: xxxxxxxxxxxx

Date Prepared:

Review Date:

SERVICE AGREEMENT

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.

1. Parties

This **Service Agreement** is for *[insert name of participant]*, a participant in the National Disability Insurance Scheme and is made between:

Participant	
Advocate / Participant's Representative <i>(such as a family member or friend)]</i>	

and

Provider	
-----------------	--

This Service Agreement will commence on *[day, month, year]* for the period *[insert date]* to *[insert date]*.

2. The NDIS and this Service Agreement

- (a) This Agreement is made according to the rules and the goals of the National Disability Insurance Scheme (NDIS).
-

- (b) A copy of the participant's NDIS plan is attached to this Service Agreement *[delete this sentence if participant chooses not to attach their plan]*.
- (c) The participant and the service provider agree that this Agreement is in line with the main ideas of the NDIS. These ideas include things like having more choices, achieving your goals and taking part in the community.
- (d) 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.

3. Schedule of supports (see schedule of supports)

The provider agrees to provide the participant *[insert description of supports]* for *[insert duration of each of the supports provided]*.

- (a) how they will be provided
- (b) when they will be provided
- (c) who will provide them
- (d) how long they will be provided for
- (e) how much they will cost.

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 the *[participant / participant's representative]* and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, laundry products, creams etc.

4. Responsibilities of the provider

The provider agrees to:

[Insert any agreed information about how the provider is to work with the participant in the provision of supports. Below are suggested minimum inclusions]

- (a) review the provision of supports at least *[specify frequency e.g. 3 monthly]* with the participant.
 - (b) Complete an individual evacuation plan, if required. Note: this plan will be added as an appendix in this agreement.
 - (c) once agreed, provide supports that meet the participant's needs at the participant's preferred times.
 - (d) communicate openly and honestly in a timely manner.
 - (e) treat the participant with courtesy and respect.
 - (f) consult the participant on decisions about how supports are provided.
-

- (g) Ensure that there is no conflict of interest and inform participant if there is any potential for this.
- (h) Provide the supports that meet your needs at the preferred times.
- (i) Review the provision of supports monthly
- (j) give the information about managing any complaints or disagreements and details of the provider's cancellation policy (if relevant)
- (k) listen to the participant's feedback and resolve problems quickly
- (l) give the participant a minimum of 24 hours' notice if the provider has to change a scheduled appointment to provide supports
- (m) Keep personal information private.
- (n) Keep you safe and ensure the safety of others.
- (o) give the participant the required notice if the provider needs to end the Service Agreement (see '[Ending this Service Agreement](#)' below for more information)
- (p) protect the participant's privacy and confidential information inclusive of the participant's personal data, health information and other personal details gathered during the intake process. We will ensure that your information remains private during the delivery of our services.
- (q) 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
- (r) issue regular invoices and statements of the supports delivered to the participant.

Service Provider has policies and procedures that are built on human rights. Where allegations of abuse, neglect, violence, exploitation or discrimination are made, (Service Provider employs a Zero Tolerance policy).

5. Responsibilities of the participant/participant's representative

The participant/participant's representative agrees to:

- (a) Respect the rights of staff, ensuring their workplace is safe and healthy and free from harassment.
 - (b) Abide by the terms of your agreement with us.
 - (c) Understand that your needs may change and with this, your services may need to change to meet your needs
 - (d) Accept responsibility for your own actions and choices even though some choices may involve risk.
 - (e) Tell us if you have problems with the care and services you are receiving.
 - (f) Give us enough information to develop, deliver and review your support plan.
 - (g) Care for your own health and wellbeing as much as you are able.
 - (h) Provide us with information that will help us better meet your needs.
 - (i) Provide us with a minimum of 24 hours' notice when you will not be home for your service.
-

- (j) Be aware that our staff are only authorised to perform the agreed number of hours and tasks outlined in your service agreement.
- (k) Participate in safety assessments of your home.
- (l) Ensure pets are controlled during service provision.
- (m) Provide a smoke-free working environment.
- (n) Pay the agreed amount for the services provided.
- (o) Tell us in writing (where able) and give us notice prior to the day you intend to stop receiving services from us.
- (p) To inform staff if you wish to opt out when asked.
- (q) inform the provider about how they wish the supports to be delivered to meet the participant's needs
- (r) treat the provider with courtesy and respect
- (s) talk to the provider if the participant has any concerns about the supports being provided
- (t) 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
- (u) give the provider the required notice if the participant needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information), and
- (v) 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.

As an individual using our support services there are a few things that we ask of you. The information below explains the responsibilities you have when using our services. We ask that you:

6. Payments

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

[One or more of the below paragraphs may apply. Delete those that do not apply.]

[If the funding for any of the supports provided under this Service Agreement is managed by the participant:]
 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 an invoice for those supports for the participant to pay. The participant will pay the invoice by *[specify cash / cheque / EFT]* within *[insert reasonable time period, e.g. 7 days]*.

[AND / OR]

[If the funding for any of the supports provided under this Service Agreement is managed by a Plan 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 an invoice for those supports for the participant's Nominee to pay. The participant's Nominee will pay the invoice by *[specify cash / cheque / EFT]* within *[insert reasonable time period, e.g. 7 days]*.

[AND / OR]

[If the funding for any of the supports provided under this Service Agreement is managed by the National Disability Insurance Agency:] The participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from the NDIS

[AND / OR]

[If the funding for any of the supports provided under this Service Agreement is managed by a Registered Plan Management Provider:] The participant has nominated the Plan Management Provider *[insert name of Registered Plan Management Provider]* to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from *[insert name of Registered Plan Management Provider]*.

A supply of supports under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports 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.

7. 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.

8. Ending this Service Agreement

Should either party wish to end this Service Agreement they must give *[insert reasonable time period depending on nature of supports, e.g. 1 month]* notice.

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

9. Feedback, complaints and disputes

If the participant wishes to give the provider feedback, the participant can talk to xxxxxxxxxxxxxxxxxxxx

If the participant is not happy with the provision of supports and wishes to make a complaint, the participant can talk to xxxxxxxxxxxxxxxxxxxx

If the participant is not satisfied or does not want to talk to this person, the participant can contact the National Disability Insurance Scheme by calling 1800 035 544, visiting one of their offices in person, or visiting [ndis.gov.au](https://www.ndis.gov.au) for further information.

10. Goods and Services Tax (GST)

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

- (a) 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;
- (b) the participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- (c) 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.

11. Access to Records

My file can be accessed by NDIS Registered Auditor for audit purposes only ☐ Yes ☐ No

I agree to the following people being given access to my records. Please tick who you give permission to access your personal records:

- ☐ Support Coordinator
- ☐ Plan Manager
- ☐ School
- ☐ Parents
- ☐ Family Member. Name: _____
- ☐ Other practitioners
- ☐ Other List _____

12. Information Storage

The NDIS Commission may collect personal information about you from you, your representative or a third party. Using forms, online portals and other electronic or paper correspondence to collect this information. The NDIS Commission or we as service providers may collect information directly. The NDIS Commission may also obtain personal information collected by other Commonwealth agencies, State or Territory government bodies, or other organisations. From time to time, the NDIS Commission may receive personal information from members of the public without it being requested.

The NDIS Commission and we as service providers will not ask you for any personal information which we do not need. The Privacy Act requires that we collect information for a purpose that is reasonably necessary for, or directly related to, a function or activity of the NDIS Commission.

When the NDIS Commission collects personal information, we are required by the Privacy Act to notify you of a number of matters. These include the purposes for which we collect the information, whether the collection is required or authorised by law and any person or body to whom we usually disclose the information. The NDIS Commission generally provides this notification by having Privacy Notices on our paper-based forms and online portals.

13. 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 details	
Contact name	
Phone [B/H]	
Phone [A/H]	
Mobile	
Email	
Address	

14. Participant's copy of service agreement

The participant confirms they have been offered a copy of this Service Agreement once completed:

☐ Yes ☐ No

The participant advised that they DO NOT wish to receive a copy of this Service Agreement.

☐ Yes ☐ No

If the above answer is yes, the reason/s why the participant does not want a copy of the Service Agreement are as follows:

15. Agreement signatures

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

This agreement has been explained verbally: ☐ Yes ☐ No

Signature of [participant/participants
representative]

Name of [participant/participant's
representative]

Date

Signature of authorised person from
provider

Name of authorised person from
provider

Date

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 Client, Client's Nominee, the NDIA, or a Registered Plan Management Provider.						
		Weekday Hours	Weekday After Hours	Saturday Hours	Sunday Hours	Public Holiday Hours	Total Hours	Total Budget
		[hours] [line item] <i>(currently \$[rate] per hour, subject to change in line with NDIS Price Guide)</i>	[hours] [line item] <i>(currently \$[rate] per hour, subject to change in line with NDIS Price Guide)</i>	[hours] [line item] <i>(currently \$[rate] per hour, subject to change in line with NDIS Price Guide)</i>	[hours] [line item] <i>(currently \$[rate] per hour, subject to change in line with NDIS Price Guide)</i>	[hours] [line item] <i>(currently \$[rate] per hour, subject to change in line with NDIS Price Guide)</i>		\$Click or tap here to enter text.
Budget								\$Click or tap here to enter text.
Total Hours								Click or tap here to enter text.