



# SA Living Solutions NDIS Service Agreement

## 1.1 Parties

This **Service Agreement** is for *Joe Blow*, a participant in the National Disability Insurance Scheme and is made between:

***Participant***

***Participant's representative*** such as a family member or friend or guardian

and

**Provider: SA Living Solutions**

**This Service Agreement will commence on 21/8/18 for the period to 19/4/19.**

## 1.2 The NDIS and this Service Agreement

This Service Agreement is made for the purpose of 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:

- a) support the independence and social and economic participation of people with disability, and
- b) enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

## 1.3 Schedule of supports

The provider agrees to provide the participant *Supported Independent Living Supports for the period of the NDIS plan*.

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.

## **1.4 Responsibilities of the provider**

As the provider I agree to:

Provide Support workers 1:2, twenty four hours a day with the exception of the time in which has identified he wants to spend time with his family or friends.

In addition I as the provider agree to:

- review the provision of supports at least 6 monthly with the participant and their representatives
- once agreed, provide supports that meet the participant's needs at the agreed to times
- communicate openly and honestly in a timely manner
- treat the participant with courtesy and respect
- consult the participant on decisions about how supports are provided
- give the participant information about managing any complaints or disagreements and details of the provider's cancellation policy (if relevant)
- listen to the participant's feedback and resolve problems quickly
- give the participant a minimum of 24 hours notice if the provider has to change a scheduled appointment to provide supports
- give the participant the required notice if the provider needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information)
- protect the participant's privacy and confidential information
- 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
- issue regular invoices and statements of the supports delivered to the participant as per the Terms of Business for Registered Providers.

## **1.5 Responsibilities of the participant/participant's representative]**

The participant/participant's representative agrees to:

- inform the provider about how they wish the supports to be delivered to meet the participant's needs
- treat the provider with courtesy and respect
- talk to the provider if the participant has any concerns about the supports being provided
- 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
- 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
- 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.

## 1.6 Payments

The provider will seek payment for their provision of supports fortnightly.

[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 NDIA.

## 1.7 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.

## 1.8 Ending this Service Agreement

Should either party wish to end this Service Agreement they must give 14 days notice.

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

## 1.9 Feedback, complaints and disputes

If the participant wishes to give the provider feedback, the participant can talk to the provider in session or contact the provider on **8531 1588**. If the participant is not happy with the provision of supports and wishes to make a complaint, the participant should first speak with the provider in session or via email on **info@livingsolutions.org.au** or call on **8338 0795** to arrange to talk with the Complaints Officer. If the participant or their representative is not satisfied with SA Support Services response, the participant can contact the National Disability Insurance Agency by calling **1800 800 110**, visiting one of their offices in person, or visiting [ndis.gov.au](http://ndis.gov.au) for further information.

## 2.1 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 the participant's NDIS plan currently in effect 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 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.

## 2.2. Contact details

The participant can be contacted on:

Phone	
Email	
Postal Address	
Alternative contact	
Emergency contact	
Other	

The participant's representative can be contacted on:

Role/agency	
Phone	
Email	
Postal Address	
Alternative contact	
Other	

The Provider can be contacted on:

Service	
Phone	
Email	
Fax	
Address	

## Signatures

### Participant

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

### Representative

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

### Provider

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_