

Service Agreement

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

[Participant / participant's representative (such as a family member or friend)]

And

name of participant /and participant's representative

Provider

This Service Agreement will commence on ___/___/___ for the period ___/___/___ to ___/___/___.

Centrelink Health Care Card #:

CRN: _____ Exp: ___/___/___

1. 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 *should they agree to it*.

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.

2. Schedule of supports

The supports and their prices are set out in the attached Schedule of Supports. All prices are GST inclusive and include the cost of providing the supports.

3. Responsibilities of the provider

The provider agrees to:

- review the provision of supports at least [*specify frequency eg. 3 monthly*] with the participant

- once agreed, provide supports that meet the participant's needs at the participant's preferred 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.

4. 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.

5. Payments

The provider will seek payment for their provision of supports after the *participant* confirms satisfactory delivery. The participant has nominated that their NDIS Plan to be Self Managed.

After providing those supports, Kairos Care and Support Services will claim payment for those supports from the participant by sending invoices after the service has been provided. Invoices needs to be paid with seven (7) working days.

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.

Goods and Services Tax (GST)

Written date written

Scheduled review xxxxxxxxx

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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.

6. Cancellation Policy

Kairos Care and Support Services (KCSS) acknowledges that people get sick without warning as such there is no penalty for cancellation at short notice in the case of unforeseen circumstance. We do ask that you make contact as soon as possible however. Should you need to change an appointment for a planned reason as much notice as possible is preferred however we do ask 24 hours notice as a minimum if at all possible.

7. Ending this Service Agreement

Should you wish to end your service agreement KAIROS CARE AND SUPPORT SERVICES asks if you can give us a minimum of two weeks notice in order that payments can be finalized. Should ASISI need to cancel our service agreement with you as a participant we agree to give you a minimum of 28 days notice and to support you to find an alternative provider should you wish it.

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

8. Feedback, complaints and disputes

Feedback is encouraged, the participant can talk to FEEDBACK TEAM / Manna Maniago on 0406 931 342 or by mail to PO Box 7214 Alexandria NSW 2015.

If the participant is not satisfied or does not want to talk to Manna or any member of the Feedback team, 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 for further information.

9. Contact details

The participant/the participant’s representative can be contacted on:

Contact details	
Phone [B/H] Phone [A/H]	
Mobile	
Email	

Written date written

Scheduled review xxxxxxxxx

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Contact details	
Address	
Alternative contact person	

The Service Provider can be contacted on:

Contact name	Manna Maniago
Phone [B/H]	02 8502 8400
Mobile	0406 931 342
Email	admin@kairoscare.com.au
Address	PO Box 7214 Alexandria NSW 2015

10. 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 provider

Name of authorised person from provider

Date

11. 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 Participant, Participant's Nominee, the NDIA, or a Registered Plan Management Provider.	How the support will be provided List how, when, where, and by whom the support will be provided.