



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 support funding under a participant's NDIS Plan.

1. Parties

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

Participant	
<i>Or</i>	
Advocate/Participant's Representative (e.g. family member or friend)	

and

Provider	ABility Centre Pty Ltd
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This Service Agreement will commence on _____ for the period _____ to _____.

2. The NDIS and this Service Agreement

- (a) This Agreement is made in accordance with the rules and objectives of the rules, standards and objectives of the National Disability Insurance Scheme (NDIS) and other applicable laws, such as the Australian Consumer Law (see section 4.1 below).
- (b) A copy of the Participants' NDIS Plan {is/is not} attached to this Service Agreement.
- (c) The participant and the service provider agree that this Agreement is in accordance with the main ideas of the NDIS. These ideas include things like having more choices, achieving personal 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 disability to exercise choice and control in pursuing their goals and the planning and delivery of their supports.

3. Schedule of Supports

The provider agrees to provide the participant NDIS plan management service for _____(duration).

The Schedule of Supports which is attached at the end of this agreement will include the following information on services:

- 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.

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 _____ (participant's/representative's name) 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:

- (a) Communicate with you openly, honestly and promptly.
- (b) Treat you with kindness, courtesy and respect.
- (c) Partner with you on decisions about how your services and supports are provided.
- (d) Review the provision of services and support with you, at least annually, and more often if required.
- (e) Provide services and supports that meet your needs, circumstances, preferences and goals.
- (f) Provide you with the opportunity to select your preferred support workers to support you on your preferred days and times.
- (g) Provide you with a minimum of 24 hours' notice, where possible, if we have to change a scheduled appointment to provide your supports.
- (h) Provide supports that consider your safety.
- (i) Implement and maintain safeguarding policies and procedures to uphold your human and legal rights.
- (j) Complete an individual Personal Emergency Preparation Plan where we will partner with you to review your needs and risks and design a plan that keeps you safe during an emergency or disaster.

- (k) Complete a trial of your Personal Emergency Preparation Plan and seek your input to improve this plan. (The plan is added as an appendix to this Agreement).
- (l) Follow incident management procedures in accordance with our Incident Management Policy to ensure everyone's safety and provide you with information about the process we follow.
- (m) Declare and manage potential, perceived and actual conflicts of interest in accordance with our Conflict of Interest Policy.
- (n) Explain, in a way that you understand, how you can provide feedback and lodge a complaint about our services internally to us, and also to a third party (e.g. NDIS Commission).
- (o) Listen to your feedback and resolve problems quickly.
- (p) Never offer or give you financial advice or recommendations.
- (q) Review your Support Plan and this Service Agreement whenever your circumstances change and provide you with updated versions for your records.
- (r) Conduct appropriate worker screening and maintain processes for worker training and supervision to ensure our workforce is caring, compassionate, skilled and competent.
- (s) Maintain processes to protect your privacy and personal information.
- (t) Issue you with clear and accurate invoices and statements relating to costs and payments required.
- (u) Give you the required notice if we must end this Service Agreement (see also under 'Ending this Service Agreement' below).

4.1 Australian Consumer Law

ABility Centre Pty Ltd will comply with Australian Consumer Law and other requirements of the *Competition and Consumer Act 2010* (Cth). Our services are fit-for-purpose and match the description provided.

ABility Centre Pty Ltd will **not**:

- advise the participant of our ability to provide a specialised service when not legally able to do so;
- make false claims about the efficacy of any of our supports, services or products;
- make claims about the efficacy of treatments or supports that cannot be substantiated independently.
- mislead or deceive the participant (this includes providing false information or not enough information);
- accept payment for goods or services if we are unsure of our ability to supply them to the participant; or
- accept payment for goods or services that the participant has not agreed to purchase as part of their Service Agreement.

ABility Centre Pty Ltd will not undertake unfair treatment or take advantage of the client. We will **not**:

- provide services or expend funds contrary to the client's Support Plan;
- request or accept additional fees for providing a service;

- offer inducements or rewards that could be perceived to encourage clients to take up or continue with ABility Centre Pty Ltd or a particular service option; or
- engage in high-pressure sales tactics.

4.2 NDIS Code of Conduct

ABility Centre Pty Ltd and our workers comply with the NDIS Code of Conduct. We will:

- Act with respect for individual rights to freedom of expression, self-determination, and decision-making in accordance with relevant laws and conventions;
- Respect the privacy of people with disability;
- Provide supports and services in a safe and competent manner with care and skill;
- Act with integrity, honesty and transparency;
- Promptly take steps to raise and act on concerns about matters that might have an impact on the quality and safety of supports provided to people with disability;
- Take all reasonable steps to prevent and respond to all forms of violence, exploitation, neglect, and abuse of people with disability;
- Take all reasonable steps to prevent and respond to sexual misconduct.

Also in accordance with the NDIS Code of Conduct, ABility Centre Pty Ltd will not represent or charge a price for the supply of goods for an NDIS participant that is higher than the price represented or charged for the supply of goods for a person who is not an NDIS participant.

4.3 Reportable Incidents

All reportable incidents are managed in accordance with our Incident Management Policy and Procedure and Reportable Incident Management Procedure. We will support and inform you of the actions taken and their results. We comply with the NDIS (Incident Management and Reportable Incident) Rules 2018. See information in the Participant Handbook and Easy Read documents for more details.

5. Responsibilities of the participant/participant's representative

The participant/participant's representative agrees to:

- Respect the rights of workers, ensuring their workplace is safe and healthy and free from harassment.
- Abide by the terms of your Agreement with us.
- Understand that your needs may change, and with this, your services may need to change to meet your needs.
- Accept responsibility for your actions and choices, even though some choices may involve risk.
- Tell us if you have problems with the care and services you are receiving.
- Give us enough information to develop, deliver and review your Support Plan.

- (g) Care for your 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 know you will not be home for your scheduled service.
- (j) Be aware that our workers 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 before the day you intend to stop receiving services from us.
- (p) Inform us if you wish to opt-out when asked.
- (q) Inform us about how you wish the supports to be delivered to meet your needs.
- (r) Treat our workers with courtesy and respect.
- (s) Talk to us if you have any concerns about the services and supports we are providing.
- (t) Give ABility Centre Pty Ltd a minimum of 24 hours' notice if you cannot make a scheduled appointment; and if the notice is not provided by then, ABility Centre Pty Ltd cancellation policy will apply.
- (u) Give ABility Centre Pty Ltd the required notice if you need to end the Service Agreement (see 'Ending this Service Agreement' below for more information).
- (v) Let us know immediately if your NDIS Plan is suspended or replaced by a new NDIS Plan or if you stop being a participant in the NDIS.

6. Pricing and Payments

ABility Centre Pty Ltd will charge within the price limits and pricing arrangements where specified in the [NDIS Pricing Arrangements and Price Limits](#). We will seek payment for the provision of services and supports after you confirm satisfactory delivery. We will:

- Declare prices to participants before delivering a service;
- Make claims for payments that are correct and truthful;
- Only provide and charge for services and supports that are consistent with the participant's NDIS Plan;
- Provide a receipt to participants to acquit against their NDIS Plan;
- Make a payment request only after that service or support has been provided;

- Submit payment requests for NDIA-managed participants within a reasonable time (and no later than 90 days from the end of the service booking);
- Discuss with you and seek your agreement on any proposed changes to charges for services; and
- Keep full and accurate records of services and supports delivered.

All supports and claims must be delivered within the timeframe of the participant's current NDIS funding period as outlined under Section 33(2) and amended rules from the National Disability Insurance Scheme Act 2013 (Cth). Funding periods may be issued in quarterly (3-month) blocks, and ABILITY Centre Pty Ltd will ensure invoicing and service provision align with these designated blocks to avoid rejected claims.

The participant's NDIS plan may include funding divided into 3-monthly periods. ABILITY Centre Pty Ltd will only deliver and invoice for supports that fall within the active funding block. Invoices covering dates across two funding periods will be split accordingly. Participants will be supported to monitor expenditure to avoid overspend within any funding period. If a participant's plan is reassessed or funding structure changes, this agreement will be varied accordingly.

(Choose or tick one of the following Options to retain in your Agreement, as applicable.)

Option 1

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).

OR

Option 2

The participant's Plan Nominee manages the funding for supports provided under this Service Agreement. After providing those supports, the provider will send the participant's Plan Nominee an invoice for those supports for the participant's Plan Nominee to pay. The participant's Plan Nominee will pay the invoice by {specify cash/cheque/EFT} within {insert reasonable time period, e.g. 7 days}.

OR

Option 3

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.

OR

Option 4

The participant has nominated a Registered Plan Management Provider ABility Centre Pty Ltd to manage the funding for supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from ABility Centre Pty Ltd.

7. Changes to this Service Agreement

If changes to your services or supports 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. Cancellations

Where ABility Centre Pty Ltd has a Short Notice Cancellation (or no show), we can claim up to 100% of the agreed fee associated with the activity from the participant's plan, subject to the NDIS Pricing Arrangement and Price Limits and the terms of this Service Agreement.

Short Notice Cancellation – 2 clear business days

- This applies to non-disability support worker supports where you have provided less than two (2) clear business days' notice of cancellation for a support, or if you do not show up for a scheduled support within a reasonable time or are not present at the agreed place within a reasonable time when one of our workers is travelling to deliver the support.
- This applies if we are not able to find alternative billable work for the relevant worker and we are required to pay the worker for the time that would have been spent providing the support.
- We may choose to waive the Short Notice Cancellation fee at our discretion, if we agree that your circumstances warrant this on a particular occasion.

Short Notice Cancellation – 7 clear business days

- This applies to disability support worker supports where you have provided less than seven (7) clear business days' notice of cancellation for a support, or if you do not show up for a scheduled support within a reasonable time, or are not present at the agreed place within a reasonable time when one of our workers is travelling to deliver the support.
- This applies if we are not able to find alternative billable work for the relevant worker and we are required to pay the worker for the time that would have been spent providing the support.
- We may choose to waive the Short Notice Cancellation fee at our discretion, if we agree that your circumstances warrant this on a particular occasion.

For supports delivered to a group of participants, including you, if you cancel your attendance and if we are unable to find another participant to attend the group session in your place, then, if the other requirements for a Short Notice cancellation are met, we will bill you at the previously agreed rate that we would have billed you if you had attended the session.

Claims for a short notice cancellation will be made using the same support item as would have been used if the support had been delivered, using the 'cancellation option in the myplace portal.

If we observe an unusual number of short notice cancellations we will discuss with you to seek to understand why they are occurring and arrange more suitable shift times and days.

9. Feedback and Complaints

If you, as the participant, or your representative, wish to provide us with feedback, or lodge a complaint in relation to services received from ABility Centre Pty Ltd, you can talk to Director HR on 0426375905.

You can also make an anonymous complaint by completing the Anonymous Complaints and Feedback Form or you can phone our Director HR.

If you are not satisfied with the handling of the complaint or do not want to talk to our Complaints Manager or delegate regarding your complaint, you can contact the NDIS Commission at any time throughout the process by calling 1800 035 544 visiting one of their offices in person, or accessing the [NDIS website](#) for further information.

10. Emergency and Disaster

ABility Centre Pty Ltd will collaborate with you to develop a Personal Emergency Preparation Plan tailored to your needs. This plan will outline actions to support your safety before, during, and after any foreseeable emergency or disaster while you are accessing services with ABility Centre Pty Ltd.

ABility Centre Pty Ltd will conduct a trial of your Personal Emergency Preparation Plan to ensure its effectiveness. We will also seek your ongoing feedback to regularly review and refine the plan so that it remains relevant and practical.

In the event of an actual or potential emergency or disaster, ABility Centre Pty Ltd will endeavor to keep you informed of the emergency or disaster and any measures being implemented to maintain your continuity of supports.

If required, trained staff from ABility Centre Pty Ltd will assist you with evacuation procedures, relocation to a safe location, and will notify your nominated support person, as outlined in the Plan in the appendix to this Agreement.

11. 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 reasonable and necessary supports specified in the statement of supports included under s 33(2) of the NDIS Act, in the participant's NDIS Plan currently in effect under s 37 of the NDIS Act.
- b. The participant's NDIS plan is expected to remain in effect during the period the supports are provided.
- c. The participant / representative will immediately notify the provider if a new plan replaces the participant's NDIS Plan or if they stop being a participant in the NDIS.

12. Access to Records

My file can be accessed by an NDIS Registered Auditor for audit purposes only:

Yes No

I give my consent for the following people or entities to have access to my personal records. (Check the applicable boxes below for the people or entities you wish to have permission to access your records):

Role/Position	Name
<input type="checkbox"/> Support Coordinator	
<input type="checkbox"/> Plan Manager	
<input type="checkbox"/> School	
<input type="checkbox"/> Family Member	
<input type="checkbox"/> Friend	
<input type="checkbox"/> Authorised Rep/Advocate	
<input type="checkbox"/> Health practitioner	
<input type="checkbox"/> Other	

13. Information Storage

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

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

14. 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.

The notice requirement to end this Agreement will be waived if either party breaches the Service Agreement, or if otherwise agreed by both parties in writing.

15. Contact Details

Participant Contact details	
Participant's Name:	
Phone:	
Email:	
Address:	
Alternative contact person/advocate's name (if applicable):	
Advocate's phone:	
Advocate's email:	

Provider Contact details	
Contact Name:	
Phone:	
Mobile:	
Email:	
Address:	

16. Participant's copy of service agreement

The client confirms they have been offered a copy of this Service Agreement once completed: **Yes** **No**

The client advised that they **DO NOT** wish to receive a copy of this Service Agreement: **Yes** **No**

(If the above answer is yes, and if known, type in the reason/s why the participant does not want a copy of the Service Agreement).

17. Agreement Signatures

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

This Service Agreement has been explained to me using a language, mode or method that I understand:

YES

NO

**Signature of Participant/Participant
Representative**

Name of Participant/Participant's
Representative

Date

**Signature of provider's authorised
person**

Name of provider's authorised person

Date

Copy of Participant's Support Plan

{Attach a copy of client's Support Plan}

Copy of Participant's Personal Emergency Preparation Plan

{Attach a copy of the participant's Individual Evacuation Plan / Personal Emergency Preparation Plan}

Schedule of Supports

Type of Support	Support Item Reference No	Description of support List the details of the support, including scope and volume.	UOM	Price Limit
Plan Management And Financial Capacity Building – Set Up Costs	14_033_0127_8_3	A one-off (per plan) establishment fee for setting up of the financial management arrangements for managing of funding of supports	EA	\$232.35
Plan Management – Financial Administration	14_034_0127_8_3	A monthly fee for the ongoing maintenance of the financial management arrangements for managing of funding of supports	MON	\$104.45

* Please note any changes will be in accordance with NDIA pricing guide.



ABility Centre Pty Ltd

Service Agreement for Plan Management EASY READ VERSION

1. WHO IS MAKING THIS SERVICE AGREEMENT?



You and your trusted person (e.g., plan nominee, guardian)

ABility Centre Pty Ltd



2. HOW DOES THIS AGREEMENT FIT IN WITH THE NDIS?



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

3. WHAT SERVICE WILL BE PROVIDED?

ABility Centre Pty Ltd agrees to provide you
NDIS Plan Management – Financial Administration service.

4. WHAT IS EXPECTED OF ABILITY CENTRE PTY LTD?



Provide plan management – financial administration service.



Provide monthly statements of expenditure and available funding upon request.



Include you / your trusted person in all decisions about how your funds are spent.



Being open and honest about the work we do.



Treat you with courtesy and respect.



Listen to your feedback and resolve any problems quickly.



Store and protect your private and confidential information.

5. WHAT IS EXPECTED OF YOU?



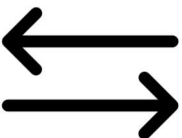
Provide information requested by us in a timely manner.



Treat us with courtesy and respect.



Tell us if you've got any problems.



Let us know if your NDIS plan changes or if you stop using the NDIS.

6. PAYMENTS



The National Disability Insurance Agency (NDIA) pays our fees to deliver your service.

7. HOW TO END A SERVICE AGREEMENT?



If you want to end the service agreement, you will need to give us 4 weeks notice.



If we want to end the service agreement, we will give you 4 weeks notice.

8. WHAT TO DO IF YOU HAVE A PROBLEM?

If you would like to report complaints / incidents / feedbacks, you can contact us by email or phone.



tahsina.billah@gmail.com



0426375905



If your problem is not resolved, you can contact the NDIA by calling or going on the website.

1800 800 110

www.ndiscommission.gov.au/participants/complaints

9. GST

NDIS Plana Management – Financial Administration service under the NDIS will not include GST.

10. FEES SCHEDULE

Type of Support	Support Item Reference No	Description of support List the details of the support, including scope and volume.	UOM	Price Limit
Plan Management And Financial Capacity Building – Set Up Costs	14_033_0127_8_3	A one-off (per plan) establishment fee for setting up of the financial management arrangements for managing of funding of supports	EA	\$232.35
Plan Management – Financial Administration	14_034_0127_8_3	A monthly fee for the ongoing maintenance of the financial management arrangements for managing of funding of supports	MON	\$104.45

* Please note any changes will be in accordance with NDIA pricing guide.