

This Service Agreement:

- a. Sets out the terms for services provided in the Schedule of Supports (Attachment 1) document to be provided to the person identified as the "Participant" below.
- b. Is made for the purpose of providing supports under the Participant's National Disability Insurance Scheme (NDIS) Plan.
- c. Has been negotiated with the Participant and all parties signatory to the Service Agreement.
- d. May be reviewed at any time by any of the parties with responsibilities indicated on this Agreement or those with decision-making capacities related to the Participant (e.g. parent, guardian etc).
- e. Is effective from the commencement date as outlined in section 1 below and remains in place whilst the Participant is in receipt of NDIS services from The Disability Trust.
- f. Is published on The Disability Trust's website www.disabilitytrust.org.au and will be updated with any Service Agreement changes. Participants with an existing Service Agreement may not be issued with a new Service Agreement when changes are made.

1. Commencement Date of Agreement:

This Agreement commences from:

Select Date

2. a) Parties to the Agreement:

This Agreement is made between:

Click here to enter text.

referred to within as "Participant".

and

The Disability Trust

b) Nominees or Key Supported Decision Maker/s (if applicable):

If the Participant has a key person or representative who supports them in their decision making around services (e.g. a plan nominee / manager, advocate, parent, guardian etc.) who is party to this Agreement please provide their details here:

Participant Service Agreement

Name/s:	Click here to enter text.
Relationship/s to Participant:	Click here to enter text.
Phone Number/s:	Click here to enter text.
Email/s:	Click here to enter text.

3. NDIS Registration Numbers:

Participant:	
The Disability Trust :	4050001881

4. Participant's Details

Address:	Click here to enter text.
Home:	Click here to enter text.
Mobile:	Click here to enter text.
Email:	Click here to enter text.

5. Changing or Terminating this Agreement

Either party may terminate this agreement either in whole or in part. Notice may be received either verbally or in writing. Exiting of services/programs either in whole or in part by the participant may result in cancellation and/or exit fees;

The Disability Trust's Cancellation and Exit Notice Period Table (section 20 of this Agreement) outlines the notice periods for the cancelling, rescheduling or exiting of supports that is required to avoid incurring charges.

If either party breaches this Agreement, the requirement of notice may be waived by the other party.

No financial penalty will be incurred as a result of any breach of this agreement as a consequence of termination.

6. Supports

The Disability Trust will provide services up to the maximum set out in the Schedule. Services will be provided as agreed between the parties.

7. Fees for Supports

The Disability Trust will charge for the services as set out in the Schedule, based on the NDIS Price Guide rate applicable to the date on which the service is provided.

Travel provisions to provide personal care, community access or therapeutic supports will be claimed as set out in the relevant NDIS Price Guide.

The Disability Trust will charge the 4 hour Planning Support & Expected Outcome fee, as set out in the relevant NDIS Price Guide.

All price are GST inclusive (if applicable).

Additional charges that are not included as part of the Participant's NDIS Plan will be payable by and invoiced directly to the Participant.

8. Personal Expenses

The Disability Trust will have no involvement in the personal expenses or costs of Participants that are incurred for elected activities (for example but not limited to - meals, movie tickets, entrance fees). These are the responsibility of the Participant to purchase at their discretion.

9. Plan Management

Eligibility for a Participant to receive Plan Management services provided by The Disability Trust is assessed on an individual basis. An independent Disability Trust employee will assess the eligibility criteria and advise the outcome of the request within 2 business days.

On review of the NDIS Plan, Plan Management may cease if the Participant's plan and engagement with The Disability Trust does not meet criteria.

The Disability Trust as a registered Plan Management provider will only pay for NDIS Supports on a Participants behalf up to the unit price as prescribed in the relevant NDIS price guide.

The Disability Trust will have no involvement or liability for charges above the unit price as prescribed in the relevant NDIS price guide.

The 'gap' difference between the charge and the NDIS unit price for Supports purchased are the responsibility of the Participant to pay to the provider directly.

Service Bookings will be created for the entire value of the Plan Managed Support Budget Categories through the NDIS provider Portal.

Upon acceptance of Plan Management Services the Participant agrees to permit access to The Disability Trust to view their individual NDIS Plan via the NDIS Provider Portal.

Participant Service Agreement

10. Nominated Contacts from The Disability Trust

Your Disability Trust contact person for matters relating to this Agreement is:

Name:	Click here to enter text.
Phone:	Click here to enter text.
Mobile:	Click here to enter text.
Email:	Click here to enter text. @disabilitytrust.org.au

Your Disability Trust contact person for matters relating to the Participant's day to day support arrangements is:

Name:	Click here to enter text.
Phone:	Click here to enter text.
Mobile:	Click here to enter text.
Email:	Click here to enter text. @disabilitytrust.org.au

Your Disability Trust contact for matters relating to billing or invoices is:

Name:	Accounts Department
Phone:	02 4255 8000
Email:	accounts@disabilitytrust.org.au

11. Participants Rights and Responsibilities

- The following document/s have been provided to the Participant:
 - Your Rights and Responsibilities in Receiving Services Fact Sheet
 - Complaints Fact Sheet

12. The Disability Trust's Responsibilities:

The Disability Trust undertakes to:

- Provide services up to the maximum as set out in the Schedule.
- Collaborate with the Participant and their family or other representative, as identified in Section 2 of this Agreement, on decisions about how the supports are provided.
- Treat the Participant, their family and friends with courtesy and respect.
- Inform Participants of their rights with respect to service delivery.

5. Communicate openly and honestly about issues to do with the services provided.
6. Address complaints and resolve problems in a timely and professional manner in accordance with The Disability Trust policy.
7. Within the constraints of the fees provide agreed supports that are flexible, maximise Participant choice and control and enhance quality of life.
8. Train and supervise direct care staff to provide a high standard of service.
9. Ensure appropriate probity clearances are in place as per jurisdictional requirements.
10. Work within a person-centered philosophy that puts Participant's goals and aspirations at the forefront.
11. Keep Participant's information confidential.
12. Respond in a timely and professional manner to any inquiries regarding invoice details for self-managed participants only.
13. Provide supports in a manner consistent with all relevant legislation, including the National Disability Insurance Scheme Act 2013, and keep accurate records on the supports provided.

13. Service Bookings for NDIA or Plan Managed Participants

The Disability Trust will create Service Bookings for the provision of NDIA or TDT Plan Managed supports.

The Disability Trust is unable to provide supports or reimburse providers for these Participants unless there is an active and sufficient service booking.

14. New NDIS Plans - Continuity of Supports

Due to Participants' new NDIS Plans not being available until the new plan start date and our requirements to prepare a new Schedule of Supports purchased under each new plan. The Disability Trust will continue to provide and claim/invoice for essential core supports based on your previous Schedule whilst the new Schedule is being prepared.

The Disability Trust hereby notifies you that we will either;

- a) If NDIA Managed;
Create an interim service booking for your essential core supports and claim to the NDIS Portal; or
- b) If Plan Managed Externally;
Invoice your Plan Manager; or
- c) If Plan Managed by The Disability Trust
Create an interim Plan Managed service booking and pay invoices received;

or

- d) If Self-Managed
Invoice you directly.

15. Plan Gaps and Plan Extensions

Where the NDIA;

- a) Extend your plan beyond your agreement (dates on the Schedule) with TDT; or
- b) Where there is a 'gap' between your plans

The Disability Trust hereby notifies you that we will either;

- a) Claim to the NDIS portal where sufficient funds are available; or
- b) Invoice the NDIA directly; or
- c) If TDT was the nominated Plan Manager invoices will be returned to the provider for re-issue to the Participant.

16. Payments

The rate charged for supports will be based on the NDIS Price Guide applicable to the date on which the service is provided

The Disability Trust will seek payment for the provision of supports to the Participant outlined in the Schedule through one or more of the following methods;

a. Self-Managed:

The Participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, The Disability Trust will send the Participant an invoice for those supports for the Participant to pay. The Participant will pay in accordance with the terms of the invoice.

b. Nominee Managed:

The Participant's Nominee manages the funding for supports provided under this Service Agreement. After providing those supports, The Disability Trust will send the Participant's Nominee an invoice for those supports for the Participant's Nominee to pay. The Participant's Nominee will pay in accordance with the terms of the invoice.

c. NDIA Managed:

The Participant has nominated the NDIA to manage the funding for supports provided under the Schedule. After providing those supports, The Disability Trust will claim payment for those supports directly from the NDIA.

d. Plan Managed (External):

The Participant has nominated an external Plan Manager to manage the funding for supports provided under this Service Agreement. After providing those supports, The Disability Trust will send the Participant's Plan Manager an invoice for those supports for the Participant's Plan Manager to pay. The Participant's Plan Manager will pay in accordance with the terms of the invoice.

e. Plan Managed (The Disability Trust):

The Participant has nominated The Disability Trust as their Plan Manager to manage the funding for supports provided under this Agreement. After providing those supports, providers will invoice The Disability Trust for Payment. Refer to section 9 (Plan Management) above. The Disability Trust will claim payment for those supports directly from the NDIA.

17. Plan Management: Purchase of Equipment or Consumables

If the Participant directs The Disability Trust to purchase equipment or consumables through their NDIS plan, all items so purchased will be the sole property of the Participant.

All such equipment or consumables paid for through NDIS Plan Management are the sole responsibility of the Participant for whom the purchase was made and accordingly:

- a. It is the Participant's obligation to ensure that equipment and consumables purchased through their NDIS plan are used according to manufacturer's safety guidelines and
- b. It is the Participant's obligation to ensure that equipment is properly maintained according to manufacturer's guidelines and replaced at the end of its useful life.

The Participant indemnifies The Disability Trust from all claims, suits and demands arising in any way from any manufacturing defect, misuse or maintenance issue or any other fault or circumstance that results in injury or harm to the Participant in relation to any items purchased on their behalf and at their direction from their NDIA packages of supports.

18. Plan Management: Payment of Service Providers

The Disability Trust does not recommend or endorse any service provider (either NDIS registered or Non NDIS registered). Nomination of agencies for provision of services and payment from the Participant's NDIA package is the sole responsibility of the Participant.

The Participant indemnifies The Disability Trust from all claims, suits and demands arising in any way from or relating to any fault or circumstances arising from the

service or product purchased on the Participant's behalf that results in injury or harm to the Participant. The Disability Trust is not responsible for the actions or omissions of any third party in relation to the delivery of these services or products.

19. Transport - Core Supports

The NDIS allows Participants to purchase transport using their NDIS Core Support funding. Purchases from The Disability Trust for Transport using Core Support Funding, will be outlined in the Schedule. The Disability Trust will claim* and/or invoice for payment of these transport purchases using The Disability Trust Transport & Program Fee pricing schedule. Please note that single journey claims will not be split between self-managed or portal claims.

** For Participants that are NDIA Portal Managed, The Disability Trust will complete the Transport Core Support Service Booking against NDIS Support Category 4 – Social Community & Civic Participation. When claiming to the NDIS Portal for Transport Core Support, The Disability Trust will claim against Support Item Number 04_104_0125_6_1 - Community Access Individual Weekday using the rates as prescribed in The Disability Trust Transport & Program Fee pricing schedule.*

20. Cancellations / Rescheduling / Exiting

The period of notice for cancelling, rescheduling or exiting each program/service is set out in the table below. If The Disability Trust is provided notice in accordance with the timeframes indicated in this table no fee will be charged.

No notice or notice outside of the timeframes indicated in this table will incur cancellation and/or exit fees applicable to the equivalent cost of the support as prescribed by the National Disability Insurance Agency, set out in the relevant NDIS Price Guide.

The nature of certain programs/services provided by The Disability Trust is such that the Participant has a permanent place. In these instances there are no cancellations and Participants will be charged as per their regular attendance, excluding services closures such as Public Holidays

Exit notice periods are not applicable to all programs/services, in these instances refer to the cancellation notice periods as defined below.

Cancellation fees beyond those claimable within the Participant's NDIS Plan will be payable by and invoiced directly to the Participant.

Participant Service Agreement

The Disability Trust Cancellation & Exit Notice Periods		
Program/Service	Cancellation Notice Period	Exit Notice Period
After School Care - Permanent	No Cancellations	1 Week
After School Care - Casual	By 3pm the day before	N/A
Camps	1 Week	N/A
Clinical Services	By 3pm the day before	N/A
Day Options	No Cancellations	2 Weeks
Employment Support	By 3pm the day before	N/A
Individual Support	By 3pm the day before	N/A
IVS (House &or Yard Maintenance	By 12pm the day before	N/A
Plan Management	N/A	1 Week
Short Term Accommodation	1 Week	N/A
Supported Independent Living	N/A	6 Weeks
Skills Development Group - Permanent	No Cancellations	Program Term
Skills Development Group - Casual	By 3pm the day before	N/A
School Leaver Employment Support	No Cancellations	4 Weeks
Social/Recreation Groups - Permanent	No Cancellations	Program Term
Social/Recreation Groups - Casual	By 3pm the day before	N/A
Support Coordination	N/A	1 Week
Supported Employment	No Cancellations	4 Weeks
Trusted Travel	No Cancellations	N/A
Vacation Care - Permanent Days	No Cancellations	1 Week
Vacation Care - Casual Days	By 3pm the day before	N/A

21. Feedback, Complaints and Disputes

The Disability Trust takes feedback seriously and will work to promptly address with the Participant any concerns they may have regarding their service and/or non-adherence to the terms of this Agreement.

Participant Service Agreement

22. Acceptance of Service Agreement

Click here to enter text. Name of Authorised TDT Representative	Click here to enter text. Name of Participant or Participant's Representative
..... Signature of Authorised TDT Representative Signature of Participant or Participant's Representative
Click here to enter a date. Date	Click here to enter a date. Date

A copy of this Agreement has been provided to the Participant and/or Participant's Representative

*The Disability Trust will accept this document as signed, through an email acceptance from the relevant Participant and/or Participant's Representative.

carelink+ naming convention:

Doc Type: **Service Agreement**

Doc Name: **Service – NDIS Service Agreement - <Surname>_<FirstName> - <StartDateYYYYMMDD>-<EndDateYYYYMMDD**