

Participant Service Agreement

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
ABN 29 001 260 153

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:

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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 17 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.

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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.

As a registered provider The Disability Trust are entitled to use the Temporary Transformation Payment (TTP) and price limits. The Disability Trust apply the TTP to relevant services and adjust service bookings accordingly.

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

The Disability Trust recognises the option to implement the Planning Support and Outcomes Fee as per the NDIS price guide to provide support in identifying, planning and reporting on participant outcomes for the participant as part of their review process.

All price are GST inclusive (if applicable).

Transport charges that are not included as part of the Participant's NDIS Plan will be payable by and invoiced directly to the Participant. These charges will be set out in the Schedule.

Additional charges that are not included as part of the Participant's NDIS Plan such as program and activity fees will be payable by and invoiced directly to the Participant. These charges will be communicated to the Participant by the relevant service/program Manager and will not appear on the Schedule.

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. 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

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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

10. 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

11. The Disability Trust's Responsibilities:

The Disability Trust undertakes to:

1. Provide services up to the maximum as set out in the Schedule.
2. 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.
3. Treat the Participant, their family and friends with courtesy and respect.
4. 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.

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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.

12. Service Bookings for NDIA Participants

The Disability Trust will create Service Bookings for the provision of NDIA supports.

The Disability Trust is unable to provide supports unless there is an active and sufficient service booking.

13. 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 Self-Managed
Invoice you directly.

14. 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.

15. 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. The Disability Trust will provide the participant with an outline of agreed services and expected costs over the life of the plan. In circumstances that services provided are not paid as per terms of invoice, The Disability Trust will notify the NDIS of the situation.

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.

In the circumstance that agreed funds are not available in the person's NDIS funding The Disability Trust will invoice the participant directly for costs incurred and will notify the NDIS of the situation should agreed costs for services provided not be remunerated.

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:

The Participant has nominated a 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.

The Disability Trust will provide the Participant's Plan Manager with an outline of agreed services and the expected costs over the life of the plan.

In the circumstance that agreed funds are not available in the person's NDIS funding The Disability Trust will:

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- Firstly, work with the Plan Manager to re-coup any outstanding funds, this may include re-invoicing the Plan Manager under a different but suitable support category without necessarily issuing a new schedule of supports;
- As a final measure, invoice the participant directly for costs incurred and will notify the NDIS of the situation should agreed costs for services provided not be remunerated.

By signing this service agreement you also consent to The Disability Trust (including its representatives) and your current, or past, plan manager(s) sharing information related to your supports, funding and accounts.

16. Transport - Contribution Costs

The NDIS allows Participants to purchase transport using their NDIS Core Support funding only if they are funded for transport in their plan under Category 2. Purchases from The Disability Trust for Transport using Core Support Funding, will be outlined in the Schedule under the agreed funding type. Only those with Transport as NDIA managed will be claimed via the portal. Plan or self managed will be invoiced directly to the financial intermediary or participant as per organisational terms and conditions. Participants not allocated Transport in Category 2 will be invoiced directly for agreed transport contribution costs. The Disability Trust will claim* and/or invoice for payment of these transport purchases using The Disability Trust Transport & Program Fee pricing schedule.

The NDIS allows participants to purchase transport needs in excess of their Category 2 Transport using their NDIS Core Support Funding (Category 1 or Category 4) in their plan if under the same funding management.

17. Cancellations / Rescheduling / Exiting

The period of notice for cancelling, rescheduling or exiting each program/service will be communicated through the program/service Manager and also available through the MyTrust and Staffing and Rostering Teams as required.

No notice or notice outside of the timeframes will incur cancellation 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. Cancellation periods for Disability Trust services will align with the terms available in the relevant NDIS Price Guide and subject to change based on the most current price guide.

18. 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.

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19. Acceptance of Service Agreement

<p>On behalf of The Disability Trust:</p> <p>Name: Click here to enter text.</p>	<p>Click here to enter text.</p> <p>Name of Participant or Participant's Representative</p>
<p>.....</p> <p>Signature</p>	<p>.....</p> <p>Signature of Participant or Participant's Representative</p>
<p>Click here to enter a date.</p> <p>Date</p>	<p>Click here to enter a date.</p> <p>Date</p>

- ☐ 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 Agreements**

Doc Name: **NDIS Agree - <Surname>_<FirstName> - <StartDateYYYYMMDD>-<EndDateYYYYMMDD**