



## NDIS Service Agreement

### THIS AGREEMENT IS BETWEEN:

**St Vincent's Hospital (Melbourne) Ltd (ABN 22 052 110 755) of 41 Victoria Parade, Fitzroy VIC 3065  
(Provider)**

**AND**

**[Name of Participant] (NDIS Participant Number XXXXXXXXXXXXX)**

**(Agreement)**

### 1. BACKGROUND

- 1.1 The National Disability Insurance Scheme (NDIS) aims to support the independence and social and economic participation of people with disability and to enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.
- 1.2 Pursuant to the NDIS, the Participant is funded to receive services in accordance with the Participant's NDIS Plan.
- 1.3 The Provider agrees to provide (some or all of) such services to the Participant as set out in the Schedule(s) (Services) and in accordance with the terms of this Agreement.

### 2. COMMENCEMENT AND TERM

- 2.1 This Agreement will commence on the date it is signed by the last of the parties and, unless terminated earlier in accordance with the Agreement, will continue until the Participant's NDIS Plan comes to an end or within a year of the service agreement first being signed, (whichever comes first).

### 3. RESPONSIBILITIES OF THE PROVIDER

- 3.1 It is the Provider's responsibility to:
  - a) In consultation with the Participant, review the provision of Services during the life of this Agreement, and consult the Participant on decisions about how the Services are provided;
  - b) Provide the Services in accordance with this Agreement and in a manner consistent with all relevant laws including the [National Disability Insurance Scheme Act 2013](#) and [rules](#), and the Australian Consumer Law and with the Provider's own policies;
  - c) Communicate openly and honestly in a timely manner and treat the Participant with courtesy and respect at all times;
  - d) Keep accurate records on the Services provided to the Participant and issue regular

invoices and statements of the Services delivered as per the Terms of Business for Registered Providers;

- e) Protect the Participant's privacy and confidential information at all times, listen to the Participant's feedback and endeavour to resolve any problems in a timely manner;
- f) Give the Participant information about the Provider's procedures for managing and investigating complaints, incidents or other matters of concern.
- g) Give the Participant 48 hours' notice, where possible, in the event the Provider has to change a scheduled appointment with the Participant.
- h) Give the Participant the required notice in the event the Provider needs to end this Agreement below for more information) and work with the Participant to minimise the impact of this on the Participant.
- i) Discuss with the Participant emergency and disaster management planning supports that may be required.

#### **4. RESPONSIBILITIES OF THE PARTICIPANT**

##### 4.1 The Participant agrees to:

- a) Inform the Provider about how the Participant wishes the Services to be delivered to meet the Participant's needs;
- b) At all times while dealing with the Provider, treat the Provider with courtesy and respect and conduct themselves in a calm and safe manner;
- c) Talk to the Provider in the event the Participant has any concerns about the Services being provided.
- d) Refrain from using or be adversely affected by alcohol or illegal drugs during scheduled appointments with the Provider. If the Participant is substance affected during an appointment, the Provider will terminate that session and bill the costs of the session to the Participant.
- e) Give the Provider as much notice as possible in the event the Participant cannot attend a scheduled appointment. Every effort should be made to inform the Provider if a scheduled appointment needs to be cancelled providing as much notice as feasible.
- f) Give the Provider one (1) months' notice if the Participant needs to end the Agreement, 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 of the NDIS.

#### **5. CANCELLATION**

5.1 The Provider will claim payment for a session cancelled at short notice as defined in the NDIS Pricing Arrangements and Pricing Limits, as updated or replaced from time to time.

5.2 There is no set limit on the number of short notice cancellations (or failures to attend) for which a Provider can claim in respect of a Participant.

5.3 The Participant acknowledges that the Provider has a duty of care to its Participant and that if a Participant has an unusual number of cancellations, the Provider will seek to understand why they are occurring. In the event the Participant fails to attend an appointment, reasonable steps will be taken by the Provider to ensure and confirm the welfare or wellbeing of the Participant.

## 6. PAYMENT

6.1 The Provider will claim payment for its provision of Services by invoice. Once invoiced, a payment is required to be paid in full within thirty (30) days.

(Tick which box applies).

- Plan-Managed:** The Participant has a plan manager to manage the funding of supports provided under this Service Agreement. After providing those Services, the Provider will claim payment for those supports from the Participant's plan manager.
- NDIA-Managed:** The Participant has elected for NDIA to manage the funding of Services provided under this Agreement. After providing those Services, the Provider will claim payment for those supports from the NDIS portal.
- Self-Managed:** The Participant has elected that the Participant (or their representative) to manage the funding of Services provided under this Agreement. After providing those Services, the Provider will claim payment for these supports directly from the Participant or their representative.

## 7. FEES

7.1 The Provider's fees for delivery of the Services to the Participant are in accordance with those in the NDIS Pricing Arrangements and Price Limits (as updated or replaced from time to time).

7.2 The Provider will charge the Participant for face-to-face time, but may also charge for tasks completed by the Provider outside of this time for the purposes of providing the Services, such as:

- a) Travel: up to 30 minutes to your appointment and 30 minutes from the last appointment of the day.
- b) Provider travel: non-labour costs: When the provider is required to travel for more than 30mins to provide a service, non-labour fees will be claimed as outlined in the NDIS Pricing Arrangements and Pricing Limits (as updated or replaced from time to time)
- c) Non-direct sessions that are part of delivering a Service e.g. reading and writing reports, completing required documentation, liaising with the Participant's other support services, etc.

7.3 All prices charged by the Provider include the cost of providing Services only. Additional expenses, such as event tickets, entrance fees, meals etc, are not included and are the responsibility of the Participant.

## 8. TELEHEALTH

8.1 If agreed upon by both the Provider and Participant, telehealth may be used to conduct therapy sessions. The Provider will only bill for telehealth services when the conditions outlined in the Pricing Arrangement and Price Limits are met.

8.2 For the purposes of any telehealth session, a secure internet server for the session will be used. Whilst data breaches can occur when using online platforms and when sharing information, the Provider will ensure all efforts are made to safeguard the Participant's privacy and confidentiality. In the unlikely event a data breach does occur, the Provider will provide open disclosure, follow up appropriately and report to the NDIS Quality and Safeguards Commission. Recording of telehealth sessions is a violation of our confidentiality agreement and is strictly prohibited. Any breach by the Participant of this condition may result in this Agreement being terminated by the Provider.

## **9. ASSISTIVE TECHNOLOGY (IF APPLICABLE)**

9.1 For the purposes of this Agreement, Assistive Technology or AT means technology or devices which:

- (a) would help a Participant to do things that they cannot do because of their disability, or assist the Participant to do certain things more easily; and
- (b) Which are part of the Participant's NDIS Plan.

9.2 The Provider agrees to:

- (a) provide a written quote for AT and associated therapeutic services prior to the participant agreeing to purchase of AT;
- (b) provide verbal and/or written information/instructions to the Participant regarding use and care of any AT they are provided;
- (c) Undertake checks of AT within one month of provision or at other times where requested by the Participant (no more than three maintenance checks will be provided before additional costs will be charged);
- (d) Provide estimates of expected costs and likely timeframe of necessary repairs to AT; and
- (e) Perform any such repairs as promptly as possible, subject to agreement on cost and payment

9.3 The Participant agrees to:

- (a) Follow supplier recommendations in regards to use of AT;
- (b) Make no alterations or recklessly damage the AT;
- (c) Only use the AT within the limitations described by the Provider; and
- (d) Inform the Provider promptly of any repairs required to the AT.

9.4 The Participant acknowledges that in accordance with NDIS guidelines, upfront payment of 100% is required at the time of casting or measuring for any AT to cover the cost of fabrication or ordering of devices.

## **GOODS AND SERVICES TAX (GST)**

9.5 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 Services specified in the statement included, under subsection 33(2) of the [National Disability Insurance Scheme Act 2013](#) in the Participant's NDIS plan currently in effect under section 37 of the NDIS Act.

9.6 For avoidance of doubt, all prices and charges listed in this Agreement are GST exclusive.

## 10. NDIS PLAN

10.1 The Participant will immediately notify the Provider in the event the Participant's NDIS Plan is replaced by a new plan or if the Participant ceases to be a Participant in the NDIS.

## 11. CHANGES TO OR ENDING THIS SERVICE AGREEMENT

11.1 If changes to the Services or their delivery are required, the parties agree to discuss and review this Agreement. The parties agree that any changes to this Agreement will be in writing, signed, and dated by the parties.

11.2 Should either party wish or need to end this Agreement they will give the other party one month's notice in writing.

11.3 If either party commits a serious breach of this Agreement, the other party will be entitled to end the Agreement in writing with immediate effect.

## 12. FEEDBACK, COMPLAINTS AND DISPUTES

If the Participant wishes to give the Provider feedback or make a complaint, the Participant is encouraged to liaise with the Provider directly via the below channels:

St Vincent's NDIS Service Email: <a href="mailto:NDIS@svha.org.au">NDIS@svha.org.au</a>	St Vincent's Hospital Melbourne Patient Representative Officer Phone: (03) 9231 3108 Email: <a href="mailto:plo@svha.org.au">plo@svha.org.au</a>	St Vincent's NDIS Team Leader Marisa Crowe Phone: 0417 853 650 Email: <a href="mailto:marisa.crowe@svha.org.au">marisa.crowe@svha.org.au</a>
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If the Participant is not satisfied or does not wish to liaise with the Provider's staff, they can contact the National Disability Insurance Agency by calling 1800 800 110, visiting an NDIS offices in person, or visiting [ndis.gov.au](http://ndis.gov.au) for further information.

The Participant may also contact the NDIS Quality and Safeguards Commission by calling 1800-035-544 or visiting <https://www.ndiscommission.gov.au/about/complaints>

**AGREEMENT SIGNING**

**Signed by/on behalf of the PROVIDER**

\_\_\_\_\_

Signature

\_\_\_\_\_

Name and position

\_\_\_\_/\_\_\_\_/\_\_\_\_

Date

**Signed by/on behalf of the PARTICIPANT**

\_\_\_\_\_

Signature of participant/ representative

\_\_\_\_\_

Name of participant/ representative

\_\_\_\_/\_\_\_\_/\_\_\_\_

Date

Please complete if this document has been signed by a representative of the participant:

I, \_\_\_\_\_, as representative of the participant \_\_\_\_\_ confirm I have discussed this service with the participant and explained the key points of this service agreement with them.

Signed \_\_\_\_\_