

ALL ABOUT COS DISABILITY & COMMUNITY SERVICES



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SERVICE AGREEMENT

Ndis Parties

This Service Agreement (**Agreement**) is for

_____ a participant in the National Disability Insurance Scheme (**NDIS**) and is made between:

1. *Participant name, address & NDIS number:*

_____ and

Nominee details (if applicable):

Name: _____

Address: _____

Phone: _____

Email: _____

2. **All About CoS Disability & Community Services Pty Ltd** (ABN: 33682262568) of Shop 1/28 Rockvale Road Street Armidale NSW 2350 (**Provider**), (collectively the **Parties**).

This Agreement will commence on insert date / /20 to / /20 or until either party cease the agreement.

The NDIS and this Agreement

This Agreement is made for providing support services under the Participant's NDIS plan CB Support Coordination Level 2/Psychosocial Recovery Coaching and/or Core Support if applicable.

Services Required: (Please tick appropriate boxes)

CB Support coordination/Psychosocial Recovery Coaching

Assistance with Daily Life

Assistance with Social, Economic and Community Participation

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The Parties agree that this 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 support services.

Schedule of support services

The Provider agrees to provide the Participant the support services Support Coordination Level 2/ Psychosocial Recovery Coaching and/or Core Support if applicable & for the duration at the cost listed in the Schedule of Services (attached).

All prices are GST inclusive (if applicable) and include the cost of providing the Services.

Additional expenses (i.e. things that are not included as part of a Participant's NDIS Services) are the responsibility of the Participant and are not included in the cost of the Services. Examples include entrance fees, event tickets, meals, etc.

Travel fees

For travel to a Participant appointment or from one participant appointment to another, the Provider is entitled to claim up to 20 minutes of time against the next appointment at the Cost for the relevant Service. Return travel from the final appointment in a day may also be claimed.

Payments

The Provider will seek payment for their provision of Services after the Participant/Participant's Representative confirms satisfactory delivery. Such confirmation cannot be unreasonably withheld.

The Participant has nominated the Plan Manager to manage the funding for Services provided under this Agreement. After providing those Services, the Provider will claim payment for those Services from the Plan Manager.

Responsibilities of Provider

The Provider agrees to:

- review the provision of Services at least 6-monthly with the Participant;
- once agreed, provide Services 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 Services 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;

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- give the Participant a minimum of 24 hours' notice if the Provider has to change a scheduled appointment to provide Services;
- give the Participant the required notice if the Provider needs to end the Agreement (see '[Ending this Service Agreement](#)' below for more information);
- protect the Participant's privacy and confidential information;
- provide Services 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 Services provided to the Participant; and
- issue regular invoices and statements of the Services delivered to the Participant.

Responsibilities of the Participant/Participant's Representative

The Participant/Participant's Representative agrees to:

- inform the Provider about how they wish the Services 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 Services being provided;
- give the Provider a minimum of 48 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 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.

Indemnity

The Participant/Participant's Representative must indemnify and hold the Provider harmless from and against all claims and losses arising from loss, damage, expense, liability, injury to the Participant, by reason of or arising out of the services supplied to the Participant by the Provider within or outside of the scope of this Agreement.

Changes to this Agreement

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.

Ending this Agreement

Should either Party wishes to end this Agreement they must give 1-month notice.

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

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Feedback, complaints and disputes

If the Participant wishes to give the Provider feedback, the Participant can talk to reception on 0427667148 or email support@allaboutcosdisability-communityservices.com

If the Participant is not happy with the provision of Services and wishes to make a complaint, the Participant can talk to NDIS 1800 800 110 or enquiries@ndis.gov.au.

If the Participant is not satisfied or does not want to talk to this person, 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.

Goods and services tax (GST)

For the purposes of GST legislation, the Parties confirm that:

- a supply of Services under this 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](#) (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 Services 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.

Cancellation Policy:

If the participant makes a short-notice cancellation, which is after 3pm two (2) days before the service, the provider will charge 90% of the agreed price for the cancelled appointment for Support Coordination. This fee may be charged against a participant NDIS Plan up to 12 times per year for personal care and community access Services.

For other Core Support cancellations, where the participant has provided notice of cancellation 7 days prior to before the scheduled service, the provider will charge a cancellation fee.

Where a participant fails, at short-notice or without notice, to keep the scheduled arrangement for the support, the provider will make every effort to contact the participant to determine if there is an additional problem (e.g. the person has fallen out of bed and cannot raise an alarm, or there is a sudden breakdown in the informal Services and additional support is likely to be required).

Where there is a specific risk that a participant will frequently make short-notice cancellations for a support due to the nature of a person's disability or the nature of the support (e.g. behaviour intervention Services), the provider will make individual arrangements to minimise the number of cancellations.

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The Participant can be contacted on:

NDIS Participant Name:	
Child Rep/Nominee Name:	
Address:	
Phone number:	
Email:	
NDIS Participant Number:	

The Provider can be contacted on:

Cos Team:	All About CoS Disability & Community Services
Phone:	02 6771 9604
Email:	support@allaboutcosdisability-communityservices.com
Address:	Shop 1/28 Rockvale Road Street Armidale NSW 2350

Agreement signatures

The Parties agree to the terms and conditions of this Agreement.

Signature of name or Participant representative

Name of [Participant or Participant's representative]

Date

Signature of authorised person from Provider

Name of authorised person from Provider

Date

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