

# **NDIS SERVICE AGREEMENT**

## **Purpose**

The purpose of this agreement is to describe the supports provided by *the Provider* under your NDIS plan. A copy of your plan will be attached if *agreed upon*. This agreement is in the context of the NDIS, a scheme that aims to:

- support the independence and social and economic participation of people with disability.
- enable people with a disability to exercise choice and control in the pursuit of their goals, and in the planning and delivery of supports.

## **Provider's responsibilities**

*The Provider* agrees to:

- treat you with courtesy and respect.
- communicate openly and honestly, in a timely manner.
- work with you to provide services that suit your needs.
- review your services with us when needed, at minimum every 3 months.
- give you information about managing complaints or disagreements.
- give you information on how to change or cancel supports.
- plan and coordinate any transitions to and/or from our services.
- listen to your feedback and resolve problems quickly.
- protect your privacy and confidential information.
- comply with all the *Provider* policies and procedures.
- follow all relevant laws, including the *National Disability Insurance Scheme Act 2013* and rules, Australian consumer law, and the *Privacy Act 1988*
- give you a minimum of 24 hours' notice, where possible, if the *Provider* needs to cancel, or change, a scheduled service.
- keep accurate records, and issue regular invoices and statements of supports provided.

## **Participant's responsibilities**

*Participant or representative* agrees to:

- work with the *Provider* to ensure that the services meet your needs.
- treat the *Provider* with courtesy and respect.
- communicate openly and honestly with *Provider* and discuss any concerns about services being provided.
- provide the *Provider* with any plans and/or assessments necessary to deliver safe and quality services e.g. positive behaviour support plan
- reduce identified risks e.g. within your home, when the *Provider* staff are delivering services
- pay all invoices for agreed services, transport, and/or other expenses within 14 days.

- let the *Provider* know if there is a change to your NDIS plan, if it is suspended, replaced by a new plan, or if you stop being an NDIS participant.

### **Service Provision**

- The *Provider* agrees to provide the Participant Allied Health and/or Support co-ordination services for the period stated in the Participant's NDIS Plan.

### **Supports and Payments**

The *Provider* will provide you with services identified in your NDIS plan. All prices are inclusive of GST (if applicable) and include the cost of providing services. Additional expenses (things not included as part of your NDIS funding) are not included. You must pay for these things, for both you and the worker, where applicable. These additional expenses are *additional entry costs to facilities, event tickets, drinks, food, and other incidental expenses*.

For NDIA managed funds, the *Provider* will create a service booking on the myplace participant portal and claim payment for services delivered (not including additional expenses) directly from the NDIA.

For self-managed and plan managed funds, the *Provider* will invoice you or your nominated plan manager for services delivered (not including additional expenses). *The Participant/Plan nominee will pay the invoice by cash/cheque/left within a reasonable time period in 2 business days.*

The NDIS sometimes change their service pricing or rules. The *Provider* will charge in line with any changes. The *Provider* will let you know if this happens, in writing. The NDIS will automatically increase your support budget to cover any price increases.

**New South Wales, Queensland and Victoria current rates,  
NDIS rates - Exercise Physiology - \$166.99/hr**

### **Provider travel**

*Provider* can charge for the time its workers spend travelling to you. This time is charged to your plan and is deducted from the total budget of the relevant support category. Travel is charged at 5-minute increments based on the current hour rate of the provider. The [NDIS support catalogue](#) explains when the *Provider* can claim travel time, and the [NDIS price guide](#) indicates how much time can be claimed.

### **Non-face-to-face supports and report writing**

For some supports, *Provider* can claim for non-face to face activities e.g. report writing or developing support plans for workers. *Provider* will only claim for non-face to face supports agreed upon by each party. *Provider* will not claim for administrative tasks such as scheduling supports, training or submitting claims.

### **Goods and services tax (GST)**

For the purposes of GST legislation, the *Provider* and the *Participant* confirm that:

- the *Participant* has a [NDIS plan](#)
- the NDIS plan is expected to remain in effect while the supports are provided.
- the supply is of [reasonable and necessary supports, and](#) described in the participant's NDIS plan
- there is a [written agreement](#) to deliver these supports, between the *Provider* and the *Participant*

- *the Participant/representative* will inform the *Provider* if there is a change to the NDIS plan, if it is suspended, replaced, or if the participant stops being an NDIS participant.

## Cancellation Policy

If a service is cancelled at short notice, or there is a no show, the *Provider* can charge 100% of the agreed support fee billed from the supports on the participant's plan. A short notice cancellation is when you:

- do not show up for a support within *15 minutes* of the scheduled start time, or
- give less than 2 business days' notice to cancel a session.

The NDIS monitors short notice cancellations and may contact the *Provider* about participants with a high number of cancellations. *Provider* will work with you to minimize cancellations and make sure your plan is meeting your needs. If you miss 12 appointments with insufficient notice, we will have to contact the NDIA.

To cancel a support outside of office hours *please email* [admin@myogenesis.com.au](mailto:admin@myogenesis.com.au)

## Declined Funds

Should funds be declined due to exhausted funds or expired plans, the participant acknowledges they are liable for payment of the services rendered. The *Provider* often does not have visibility over the allocation or usage of funds to manage budgets.

Payment terms will be 7 days after issuing the invoice (for plan managed clients only). Self-managed payment terms is 2 days after receiving the service.

## Changes to this agreement

Any changes need to be agreed, put in writing, signed, and dated by you and the *Provider*. If either you or the *Provider* want to change regular services, at least *2 weeks' notice* should be given. Exceptional circumstances will be discussed on an individual basis. You must tell the *Provider* if there is a change to your current NDIS plan.

## Ending this agreement

If you or *Provider* wants to end this service agreement they must give *one month* notice, ensuring a smooth transition away from the service. If you or *Provider* seriously break this agreement, the agreement can end with no notice.

You must also tell *Provider* if your current NDIS plan is suspended, replaced or if you stop being a NDIS participant. *Provider* will only provide agreed services within the agreement start and end dates, and while you have an active plan. If you still want to receive services from the *Provider* after the service agreement end date, or with a replacement plan, you need a new service agreement.

## Feedback, complaints, and disputes

*Provider* welcomes all feedback, compliments, and complaints. If you would like to provide feedback, please email [admin@myogenesis.com.au](mailto:admin@myogenesis.com.au) or phone 1300 309 139.

If you are not happy with your supports and would like to make a complaint, please email [admin@myogenesis.com.au](mailto:admin@myogenesis.com.au) or phone 1300 309 139.

If you are not satisfied with the outcome of your complaint, or do not want to talk *Myogenesis Health and Rehabilitation* you can contact:

**National Disability Insurance Agency** by calling 1800 800 110, visiting [www.ndis.gov.au](http://www.ndis.gov.au) or visiting one of their offices in person.

**NDIS Quality and Safeguards Commission** by calling 1800 035 544 (interpreters can be arranged), or visiting [www.ndiscommission.gov.au/about/complaints](http://www.ndiscommission.gov.au/about/complaints).

If you would like support, *Provider* can support you to contact and make a complaint to the National Disability Insurance Agency or NDIS Quality and Safeguards Commission

