

Participant Service Agreement

This Service Agreement:

- a. Sets out the terms for the delivery of services to be provided by The Disability Trust in the Schedule of Supports (Attachment 1).
- 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 who are signatories to this Service Agreement.
- d. May be reviewed at any time by any of the parties who are signatories to this Agreement or those with decision-making responsibilities related to the Participant (e.g. parent, guardian).
- e. Is effective from the commencement date outlined in section 1 below and remains in place while the Participant is in receipt of NDIS services from The Disability Trust.
- f. The Disability Trust's standard Service Agreement (this document) is published on The Disability Trust's website (<https://www.disabilitytrust.org.au/>). This standard Service Agreement may be updated from time to time. However, you will not be required to sign a new Service Agreement each time a change is made to the standard Service Agreement.

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.

The "Participant".

and

The Disability Trust Limited

ABN 29 001 260 153

ACN 001 260 153

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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:

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. Acceptance of this Agreement

The Disability Trust requires the Participant or the Participant's Representative to accept the terms of this Agreement by signing this document, to receive the services outlined in the Schedule of Supports. The Disability Trust will also accept this document as signed through an email acceptance from the Participant or Participant's Representative.

If the Participant or the Participants representative is unable to accept this Agreement by signing or by email acceptance, The Disability Trust may accept verbal consent which will be noted on this Agreement.

The Disability Trust reserves the right to seek payment for services provided without formal acceptance of this Agreement by the Participant or the Participants Representative, if:

- The Disability Trust has made repeated attempts to obtain acceptance of this Agreement, and
- The Disability Trust has provided services to the Participant which are included in the Schedule of Supports attached to this Agreement, and the Participant (or their representative) has accepted the provision of these services.

6. 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.

The Participant may change or terminate this Agreement by providing a minimum of 14 days notice.

The Disability Trust will provide a minimum of 14 days notice to terminate this Agreement. Subject to this minimum period, this time frame may be extended to enable the Participant to nominate an alternative service provider to deliver the required support services.

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 (section 18 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.

The above conditions are not applicable for Home & Living Services. All Home & Living terms and conditions are stated in the Home & Living Service Agreement.

7. Supports

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

The Disability Trust can only provide services where the Participant has sufficient funding in the relevant support category and funding period in their NDIS plan. The Participant may be required to provide information to The Disability Trust which confirms the availability of funding within a NDIS plan funding period.

8. Fees for Supports

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

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 of Supports. The Disability Trust may charge Participants for non-direct services or charges as per the NDIS Price Guide if the non-direct service or charge is applicable to the support. These non-direct services may include:

- Non-Face-to-Face Support Provision
- Centre Capital Cost
- Provider Travel

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- NDIA Requested Reports.

The charges for non-direct services will be discussed with the Participant and any such charges specified in the Schedule of Supports.

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 of Supports.

All prices are GST inclusive (if applicable).

9. Personal Expenses

The Disability Trust are not responsible for personal expenses or costs incurred by Participants 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.

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:	1300 347 224
Email:	Mytrust@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.
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 4250 2000
Email:	ar@disabilitytrust.org.au

11. Participants Rights and Responsibilities

The following document/s have been provided to the Participant:

- RD-C-12-01 Your Rights and Responsibilities in Receiving Services Fact Sheet
- Complaints Fact Sheet

12. The Disability Trust's Responsibilities

The Disability Trust will:

1. Provide services up to the maximum as set out in the Schedule of Supports.
2. Collaborate with the Participant and their family or other representative, on decisions about how the supports are provided.
3. Treat the Participant, their family and friends with courtesy and respect.
4. Respect the Cultural rights of Participants, their family and friends. The Disability Trust commits to providing culturally safe services.
5. Inform Participants of their rights with respect to service delivery.
6. Communicate openly and honestly about issues to do with the services provided.
7. Address complaints and resolve problems in a timely and professional manner in accordance with The Disability Trust policy.
8. Within the constraints of the fees, provide agreed supports that are flexible, maximise Participant choice and control and enhance quality of life.
9. Train and supervise direct care staff to provide a culturally safe environment and deliver a high standard of service.
10. Ensure appropriate probity clearances are in place as per jurisdictional requirements.
11. Work within a person-centered philosophy that puts Participant's goals and aspirations at the forefront.
12. Keep Participant's information confidential.
13. Respond in a timely and professional manner to any inquiries regarding invoicing and payment for services.
14. Work with the Participant to ensure that adequate planning is in place in relation to disasters, emergencies and other situations that may impact on services.
15. 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.
16. Complete mandatory reporting to various government bodies based on State and Federal legislation requirements including reporting of
 - Allegations of abuse or neglect of a child
 - Reportable incidents including serious injury, abuse, neglect, assault and participant deaths.
 - Occupational Health & Safety Incidents
 - Implementation and use of Restrictive Practices

13. Conflict of Interest:

- 1.1 Our focus on providing impartial options to our participants through a strong conflict of interest policy ensures a commitment to providing diverse service options and maximising their choice and control.
- 1.2 Suggestions for services and support providers (other than those made by Trusted Support Coordination) are made on the basis of individual staff knowledge and as such do not represent a recommendation.
- 1.3 The Disability Trust is committed to informed decision-making and does not offer any benefit/reward or detriment to participants based on their decisions in relation to the services they access.
- 1.4 Services offered by The Disability Trust under other brands include
 - Workskills
 - WorkAbility
 - Trusted Support Coordination
 - Trusted Clinical Services
 - Trusted Plan Management
 - Trusted Homes
 - Illawarra Vocational Services (IVS)
 - OC Connections
 - Ermha 365
 - Marriott Support Services

14. Service Bookings for NDIA Participants/My Provider

The Disability Trust will create Service Bookings for the provision of NDIS supports for participants whose funding for supports are NDIA managed and who have yet to transition to the new NDIS computer system, PACE.

The Disability Trust is unable to provide supports unless there is an active and sufficiently funded service booking for Participants who have not transitioned to PACE.

Participants who have transitioned to the new NDIS system, PACE, will need to record The Disability Trust as a 'My Provider' if funding for supports is:

- NDIA managed.
- Home and Living supports.
- Specialist Disability Accommodation.
- Behaviour support.

You can tell the NDIS that The Disability Trust is your My Provider at your planning meeting or by contacting the NDIS National Contact Centre on 1800 800 110.

If your My Provider relationship in PACE is due to end, The Disability Trust will request an extension by sending you a request that you can approve in your My NDIS Portal. You can also call the NDIS National Contact Centre on 1800 800 110 to approve this extension request.

15. New NDIS Plans - Continuity of Supports

When a Participant receives a new NDIS Plan, The Disability Trust will continue to provide and claim/invoice for supports based on the previous Schedule of Supports whilst the new Schedule of Supports is being prepared, unless the Participant advises of changes to supports they wish to purchase under their new NDIS plan.

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.

16. Plan Gaps and Plan Extensions

Where the NDIA;

- a) Extend your plan beyond your Agreement (dates on the Schedule of Supports) with The Disability Trust; 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 your Plan Manager; or
- c) Invoice you directly; or
- d) Invoice the NDIA directly.

17. 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 of Supports through one or more of the following methods;

a. NDIA Managed:

The Participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. The Disability Trust will provide the participant with an outline of agreed services via the Schedule of Supports. After providing those supports, The Disability Trust will claim payment for those supports directly from the NDIA.

c. Self-Managed:

The Participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. The Disability Trust will provide the participant with an outline of agreed services via the Schedule of Supports. 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. In circumstances that services provided are not paid as per terms of invoice, The Disability Trust will notify the NDIS of the situation and reserves the right to cease future services until the outstanding debt is paid.

d. Nominee Managed:

The Participant's Nominee manages the funding for supports provided under this Service Agreement. The Disability Trust will provide the participant with an outline of agreed services via the Schedule of Supports. 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. The Disability Trust reserves the right to cease future services until the outstanding debt is paid.

e. Plan Managed:

The Participant has nominated a Plan Manager to manage the funding for supports provided under this Service Agreement. The Disability Trust will provide the participant and Plan Manager with an outline of agreed services via the Schedule of Supports. 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.

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

- Firstly, work with the Plan Manager to recoup 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. The Disability Trust reserves the right to cease future services until the outstanding debt is paid.

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.

18. Transport - Contribution Costs

The NDIS may allow Participants to purchase transport from their NDIS plans. Activity Based Transport can be purchased if the Participant has funding for a support category which allows for the purchase of Activity Based Transport as per the NDIS Price Guide. General transport can be purchased if the Participant has NDIS funding in category 2 Transport.

Transport purchases will be outlined in the Participants Schedule of Supports with details of the category and support item from which it is purchased.

For Participants wishing to purchase transport which cannot be funded from their NDIS plan, the Participant will be invoiced directly for these charges.

The Disability Trust will claim and/or invoice for payment of these transport purchases using The Disability Trust Transport & Program Fee pricing schedule.

19. Cancellations / Rescheduling / Exiting

The Disability Trust will work with Participants to reschedule services where this is possible within the availability of suitable staffing.

A minimum period of 14 days notice is required should the Participant wish to exit a program/service.

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. No notice or notice outside of the timeframes may 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.

20. 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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22. 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>-<EndDateYYYYMMD**