

SERVICE AGREEMENT

This document is to detail the service agreement between the participant listed below and Your Coordination to provide services to the participant in accordance with the National Disability Insurance Scheme (NDIS)

Defined Terms

Your Coordination is the trading name of Your Coordination Pty Ltd in which will deliver its support coordination services under this service agreement.

NDIS/NDIA – The National Disability Insurance Scheme is called the NDIS and was established under the NDIS Act. The National Disability Insurance Agency is the organisation which manages the NDIS.

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

Participant - In this Service Agreement, you will be call the participant. This may refer to you, as a participant in the NDIS, or your NDIA appointed Nominee.

Plan

The Plan - is the written agreement between the participant and the NDIA which sets out your goals and needs as a participant and those supports and resources the NDIA will provide funding for, to help you achieve those goals. The plan is personal to you, as a Participant and may be revised or reviewed by the NDIA.

Agreement

This Service agreement, including any supporting documents and all details set out in the Particulars, is between Your Coordination and the Participant.



End Date

The Service Agreement will operate for the duration of time Your Coordination provides support coordination services to you, as the Participant.

When your Plan comes to an end or is reviewed by the NDIA or is otherwise terminated early by giving notice, this date will become the End Date of this Service Agreement.

Where a new or reviewed Plan is issued to you by the NDIA, Your Coordination will request that you enter into a new Service Agreement with us.

Notice to end the Service Agreement may be given by either the Participant or Your Coordination providing the other Party with 30 days written notification. This must be done either by pre-paid post or email, sent to the nominated addresses for notice, set out in the Particulars.

In the event of a serious breach of the Service Agreement by either party, the notice period of termination will be waived.

The NDIS and this Agreement

This Service Agreement sets out how Your Coordination will deliver its support coordination services to you.

We will verify your Plan details via the NDIS Portal and will provide our services in line with your Plan details recorded in the NDIS Portal.

Your Coordination's Responsibilities

We agree to deliver support coordination services such as:

- Review the provision of supports as required with the participant
- Providing supports that meet your needs at your preferred times (where reasonable and possible) and
- Providing services in accordance with the service descriptions.

Your Coordination uses service descriptions and pricing structures set out in the published NDIS Price Guide (from time to time) and applies them as directed by the NDIS Act and rules, and the Australian Consumer Law, when delivering its services to you under this Service Agreement.



We also seek to deliver a positive support coordination experience and will:

- protect your privacy and confidential information
- communicate openly and honestly in a timely manner;
- treat you with courtesy, respect and deliver our services in a fair, equitable and transparent manner;
- consult you on decisions regarding how supports are provided;
- facilitate arrangements for your Advocate (as defined under the NDIS) if you are affected by a complaint or incident and wish to be independently supported in that process by an Advocate;
- maintain accurate records regarding the supports delivered to you; provide you with information about managing any complaints or disagreements with providers (including the details of their cancellation policy, if relevant); and
- listen to your feedback and resolve problems as quickly as is reasonable to do so. However, please note that Your Coordination and its Support Coordinators are not able to:
- act as an Advocate for you, however further information on disability advocacy and finding a disability Advocate can be found at www.ndiscommission.gov.au/ participants/disability-advocacy and disabilityadvocacyfinder.dss.gov.au/disability/ ndap/;
- provide you with case management services; or
- provide you with any transport in a private vehicle owned by Your Coordination or one of its employees.

Participant Responsibilities

As the Participant under this Service Agreement, you agree to:

- inform us immediately if your Plan is suspended or replaced by a new Plan or you stop being a Participant in the NDIS;
- before engaging providers or receiving any additional supports outside of your Plan's approved services, verify with us the availability of funds in your NDIS budget;
- communicate to Your Coordination as to how you wish the supports to be delivered;
- bring to our attention any concerns you have about the supports being provided;
- treat Your Coordination and all our staff with courtesy and respect;
- Your Coordination disclosing your personal information to third parties in order to assist with the implementation of your Plan, which includes those agencies as set out in the Particulars:
- if required for regulatory or auditing purposes, be contacted to discuss our services and have your records reviewed by relevant third parties;
- receive documents and updates electronically. You may contact us at any time if you do not wish to receive these electronically; and
- receive direct marketing material from us. You may contact us at any time if you do not wish to receive this material.



Fees for Supports

From the Start Date, we will provide and invoice the NDIA, you or your Plan Manager (as the case may be) for the support coordination services we provide to you, at the rates set out in the Schedule of Supports. As part of your Supports, charges may also apply to Your Coordination's delivery of these services, which can include:

- for any travel required to attend or depart from any site or home visit,
- for each report required to be submitted to the NDIA, Your Coordination will utilise up to 3 hours to prepare the report and this will be charged at the relevant hourly rate; and
- for any onsite meeting that is cancelled by you with less than 24 hours notice to us, Your Coordination will charge a cancellation fee, calculated as being 30 minutes of the relevant hourly rate. Should the NDIA amend any rates associated with Your Coordination's services, Your Coordination will automatically update its fees in accordance with the NDIS Price Guide. No action will be required by you.

Goods and Services Tax

For the purposes of the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth)), the parties confirm that:

- a supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included under subsection 33(2) of the NDIS Act, in your Plan currently in effect under section 37 of the NDIS Act;
- your Plan is expected to remain in effect during the period the supports are provided; and
- you will immediately notify us if your Plan is replaced by a new Plan or you stop being a participant in the NDIS. On this basis, the services provided by Your Coordination under this Service Agreement shall be deemed to be GST-free.

Service Agreement Changes

If any material amendments to this Service Agreement are required, Your Coordination shall notify you in writing of the changes and these shall be considered accepted by you, unless you otherwise notify us in writing, within 7 calendar days.



Particulars

PARTICPANT DETAILS

Name	<u>.</u>
Nominee Name .	<u>.</u>
Date of Birth	
Address .	
Email address .	
Contact number	_
NDIS number	
Plan start date	Plan End Date
Authorised representative	<u>.</u>
Relationship to participant	<u>.</u>
Participant goals of Support Coordination of	only/
<u> </u>	
Your Coordination will provide an integrate including;	d service of supports with other agencies,

To ensure a coordinated approach to support service delivery, with all parties focused on the achievement of the Participant's goals. This may include the disclosure of your personal information where necessary.



Schedule of Supports

Your Coordination will provide the following Supports, as follows and at the rates set out below or as varied by this Service Agreement under the section

Fees for Supports:

Support Item	Support Item Ref No.	Per Unit Cost
Support Connection	07_001_0106_8_3	\$70.87
Coordination of Supports	07_002_0106_8_3	\$100.14
Specialist Support Coordination	07_004_0132_8_3	\$190.54
Training in Plan and Financial Management	07_003_0117_8_3	\$65.09

Payments

Your Coordination will seek payment for the provision of any Supports provided under this Service Agreement after the Participant confirms delivery of the services, as per the following:

(please select the option that funds the above support items only in your Plan)

Where the Plan's funding for Supports to be provided under this Service Agreement is managed by the Participant:

The Participant has chosen to self-manage the Plan funding for Supports provided under this Service Agreement. On the Participant's receipt of such Supports, Your Coordination will invoice the Participant, whom is responsible for direct payment of the invoice. The Participant will pay the invoice by electronic transfer within 7 calendar days of the date of the invoice.

Where the Plan's funding for Supports to be provided under this Service Agreement is managed by the NDIA:

The Participant has nominated the NDIA to manage the Plan funding for Supports provided under this Service Agreement. On the Participant's receipt of such Supports, the provider shall claim payment directly from the NDIA.

Where the Plan's funding for Supports to be provided under this Service Agreement is managed by a registered plan management provider:

The Participant has nominated a plan manager to manage the Plan funding for Supports provided under this Service Agreement. On the Participant's receipt of such Supports, Your Coordination will seek invoice payment directly on a monthly basis from the NDIA directly or from the appointed plan manager as per the following details:

Plan Manager Name	
Plan Manager Phone	
Plan Manager Email <u>. </u>	



To acknowledge your acceptance of these terms and conditions, please complete the Services Agreement signature panel (as set out below) and return the signed version to you're Your Coordination appointed Support Coordinator. Acknowledgement: The Participant agrees to the terms and conditions of this Service Agreement. The Participant has had the contents of the Your Coordination Service Charter, Rights and Obligations and Complaints Management Process explained to them, by their Your Coordination appointed Support Coordinator (details below).

Signed By:	
Participant/Nominee Signature	
Participant/Nominee Name	
Date <u></u>	
Your Coordination:	
Signature <u>.</u>	<u>.</u>
Support Coordinator Name <u>.</u>	<u>.</u>
Support Coordinator mobile .	<u>.</u>
Date <u></u>	



Disclaimer

Information provided by Your Coordination is done so in good faith, to the best of our knowledge and is considered to be correct at the time of communication, however, changes may affect this accuracy and Your Coordination gives no assurances as to the accuracy of any information or advice given. Any advice provided by Your Coordination outside of the scope of services set out in this Service Agreement shall be considered general in nature. Your Coordination shall not be liable for any failure of, or delay in the performance of this Service Agreement for the period that such failure or delay is:

- beyond the reasonable control of a party;
- materially affects Your Coordination's performance of any of its obligations under this Service Agreement; and
- could not reasonably have been foreseen or provided for (such as government acts prohibiting or impending any party from performing its respective obligations under the Service Agreement). Nothing in this Service Agreement negates or diminishes the statutory guarantees of the supply of services to the Participant in accordance with the Australian Consumer Law. Your Coordination accepts in good faith the information provided by the Participant to be true and accurate and that claims presented by Your Coordination are a true reflection of goods and services provided to the Participant pursuant to the NDIS Guidelines under the National Disability Insurance Scheme Act (Cth) 2013.