



Complete Choice

23 Kent Road, Macdonald Park, SA, 5121
info@completechoice.com.au ABN: 85643535498

F 28 A

Participant Service Agreement

Name of the Participant: _____

NDIS NUMBER: _____

Commencement Date.../.../2022

Plan Start date : _____

Plan Review date _____

Contact Number : _____

Email: _____

Plan Managed By:



0466057770



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SERVICE AGREEMENT	

NOTE: A Service Agreement can be made between a participant and a provider or a participant’s representative and a provider. A participant’s representative is someone close to the participant, such as a family member or friend or someone who manages the funding for supports under a participant’s NDIS plan.



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A participant's representative is someone close to the participant, such as a family member or friend or someone who manages the funding for supports under a participant's NDIS plan.



Checklist:

Has the participant been offered a copy of the signed and dated service agreement?

Y N

Date provided to participant. Click or tap to enter a date.

If the participant is unable to sign the agreement, has a file note been recorded as evidence of agreement to service?

Y N

Date noted in client file Click or tap to enter a date.



Remember to use the participant onboarding checklist to ensure all rights and responsibilities have been explained to the participant and /or their carer.

1Parties



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This **Service Agreement** is for a participant in the National Disability Insurance Scheme and is made between:

<i>[Participant / participant's representative (such as a family member or friend)]</i>	
---	--

and

Provider	<i>Complete choice</i>
-----------------	------------------------

This Service Agreement will commence on *[day, month, year]* for the period *[insert date]* to *[insert date]*.

1. The NDIS and this Service Agreement

- (a) This Agreement is made according to the rules and the goals of the National Disability Insurance Scheme (NDIS).
- (b) A copy of the participant's NDIS plan is attached to this Service Agreement *[delete this sentence if participant chooses not to attach their plan]*.
- (c) The participant and the service provider agree that this Agreement is in line with the main ideas of the NDIS. These ideas include things like having more choices, achieving your goals and taking part in the community.
- (d) The parties agree that this Service 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 supports.



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2. Schedule of supports

The provider agrees to provide the participant *[insert description of supports]* for *[insert duration of each of the supports provided]*.

- (a) how they will be provided
- (b) when they will be provided
- (c) who will provide them?
- (d) how long they will be provided for
- (e) how much they will cost.

The supports and their prices are set out in the attached Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

Additional expenses (i.e. things that are not included as part of a Participant's NDIS supports) are the responsibility of the *[participant / participant's representative]* and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, laundry products, creams etc. 3.

Responsibilities of the provider

The provider agrees to:

- (a) Review the provision of supports at least *annually as per the practice standards* with the participant and any person they wish to include.
- (b) To ensure that any staff member servicing a participant is easily identifiable as a staff member of **Complete Choice**
- (c) Once agreed, provide supports that meet the participant's needs at the participant's preferred times.
- (d) Communicate openly and honestly in a timely manner.
- (e) Treat the participant with courtesy and respect adhering to the NDIS Code of Conduct and the (insert organisation name) general Code of Conduct.
- (f) Consult the participant on decisions about how supports are provided.
- (g) Provide the supports that meet your needs at the preferred times.
- (h) Where participant's needs change, respond in a timely manner to ensure care and support are aligned with the needs and goals of the participant.
- (i) Ensure information about managing any complaints or disagreements and details of the provider's cancellation policy (if relevant) is provided at admission.
- (j) Listen to the participant's feedback and resolve problems quickly.
- (k) Give the participant a minimum of 24 hours' notice if the provider must change a scheduled appointment to provide supports.



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- (l) Where service interruptions are unavoidable, ensure the participant and/or their carer are contacted, collaborated with to decide on alternative arrangements and that changes do not detract from the quality of the service being received.
- (m) Keep personal information private and respect personal privacy of participant.
- (n) Keep you safe and ensure the safety of others.
- (o) Give the participant the required notice if the provider needs to end the Service Agreement (see ‘Ending this Service Agreement’ below for more information)
- (p) Provide supports 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 supports provided to the participant
- (q) Issue regular invoices and statements of the supports delivered to the participant.
- (r) Provide child/young person and their family, access to information collected about them, ensure it is accessible on request and that all information is kept up to date.
- (s) Employ a NIL tolerance to abuse, neglect, violence, exploitation and discrimination.

NDIS Welcome Package Provided? **Click or tap to enter a date.**

- **NDIS Participant Induction Checklist completed** **Click or tap to enter a date.**
- **NDIS Participant Orientation: Scheduled for:** **Click or tap to enter a date.**

3.1 Responsibilities of the provider where servicing participants in a shared living environment, either Supported Independent Living or a Specialised Disability Accommodation Dwelling.

Provider to select the situation(s) which apply:	
<input type="checkbox"/>	Supports will be delivered to the participant who will reside in a property managed by a third party NDIS Provider (whether registered or unregistered) i.e. SIL property or SDA property. This property is not owned or managed by Complete Choice and is therefore we cannot be responsible for:
	How a Participant’s concerns about the dwelling will be communicated and addressed
	How potential conflicts involving participant(s) will be managed.
	In shared living, how vacancies will be filled, including each participant’s right to have their needs, preferences and situation considered; and
<input type="checkbox"/>	The accommodation, board, tenancy or rental arrangement is managed by Complete Choice and we take appropriate responsibility for:
	How changes to participant circumstances and/or support needs will be agreed and communicated to a third party such as the owner operator of the accommodation service.
	How behaviours of concern which may put tenancies at risk will be managed if this is a relevant issue for the participant.
	Assessing any risk where a participant is only being supported by 1 support worker.



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Assessing any risk where a participant is residing in property managed by a third party and being supported by 1 support worker.

4. Responsibilities of the participant/participant's representative

The participant/participant's representative agrees to:

- (a) Respect the rights of staff, ensuring their workplace is safe and healthy and free from harassment.
- (b) Advise us when there is an update to phone number, carer addresses or contact details, changes in your health or situation.
- (c) Abide by the terms of your agreement with us.
- (d) Understand that your needs may change and with this, your services may need to change to meet your needs
- (e) Accept responsibility for your own actions and choices even though some choices may involve risk.
- (f) Tell us if you have problems with the care and services you are receiving.
- (g) Give us enough information to develop, deliver and review your support plan.
- (h) Care for your own health and wellbeing as much as you are able.
- (i) Provide us with information that will help us better meet your needs.
- (j) Provide us with a minimum of 24 hours' notice when you will not be home for your service.
- (k) Be aware that our staff are only authorised to perform the agreed number of hours and tasks outlined in your service agreement.
- (l) Participate in safety assessments of your home or the place 'of service'. (m) Ensure pets are controlled during service provision.
- (n) Provide a smoke-free working environment and understand if a work environment I deemed unsafe by a worker or manager **Complete Choice** has the right to suspend services.
- (o) Pay the agreed amount for the services provided with in the time frame stipulated.
- (p) Tell us in writing (where able) and give us notice prior to the day you intend to stop receiving services from us.
- (q) To inform staff if you wish to opt out of audit.
- (r) Inform the provider about how they wish the supports to be delivered to meet the participant's needs
- (s) Treat all staff with courtesy and respect.
- (t) Talk to the provider if the participant has any concerns about the supports being provided
- (u) Give the provider a minimum of 24 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 (v) Give the provider the required notice if the participant needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information), and
- (w) 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.



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5. Emergency or Disaster Arrangements

In the event of an emergency or disaster (including an infectious disease scenario), **Complete Choice** will need to ensure the safety and wellbeing of all participants. For this **Complete Choice** is obliged to facilitate the completion of an individualised Person Centre Emergency Preparedness Plan (PCEPP) to ensure that in the event of an emergency we are ready to act and aware of your needs and preferences.



Checklist:

Have you completed the PCEPP? Yes No

Date to be completed and lodged with **Complete Choice** Click or tap to enter a date.

6. Payments

The provider will seek payment for their provision of supports after the *[participant / participant's representative]* confirms satisfactory delivery.

The participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will send the participant an invoice for those supports for the participant to pay. The participant will pay the invoice by *[specify cash / cheque / EFT]* within *[insert reasonable time period, e.g. 7 days]*.

[AND / OR]

The participant's Nominee manages the funding for supports provided under this Service Agreement. After providing those supports, the provider will send the participant's Nominee an invoice for those supports for the participant's Nominee to pay. The participant's Nominee will pay the invoice by *EFT* within *7 days*.

[AND / OR]

The participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from the NDIS



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[AND / OR]

The participant has nominated the Plan Management

.....to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from

A supply of supports under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports 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.

7. Changes to this Service Agreement

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

8. Ending this Service Agreement

Should either party wish to end this Service Agreement they must give *one month notice*

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

9. Feedback, complaints and disputes

If the participant wishes to give the provider feedback, the participant can talk to *23 Kent Road Macdonald Park SA 5121 Mobile 0466057770 Compliance Manager . 0414890464 Director*

If the participant is not happy with the provision of supports and wishes to make a complaint, the participant can talk to *23 Kent Road Macdonald Park SA 5121 0414890464 Director info@completechoice.com.au*

If the participant is not satisfied or does not want to talk to this person, the participant can contact the National Disability Insurance Scheme by calling 1800 035 544 , visiting one of their offices in person, or visiting ndis.gov.au for further information.

10. Goods and Services Tax (GST)

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



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- (a) 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 *National Disability Insurance Scheme Act 2013* (NDIS Act), in the participant's NDIS plan currently in effect under section 37 of the NDIS Act;
- (b) the participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- (c) 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.

11. Contact details

The [participant/the participant's representative] can be contacted on:

Contact details	
Phone [B/H]	
Phone [A/H]	
Mobile	
Email	
Address	
Alternative contact person	

The provider can be contacted on:

Contact details	
Contact name	Hari Sharma
Phone [B/H]	0466057770
Phone [A/H]	
Mobile	0466057770
Email	info@completeChoice.com.au
Address	23 Kent Rad Macdonald Park 5121

Participant Rights & Responsibilities Audit Checklist



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13. SERVICE AGREEMENT AUDIT CHECKLIST

What supports are being provided	Yes or No	Specifics
The supports I am receiving have been explained to me using an Easy Read document and/or by a staff member explaining this entire agreement.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
I understand how the service will be provided?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
I know when and where the support will be provided?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Proposed days and times?	Insert here	
I am aware that when service times are changed this will be explained to me, and I will have the choice to accept or decline the new day or person?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
I know whether this is a regular or one-off service?	Regular <input type="checkbox"/>	
The cost of service is provided in a Schedule of Support has been explained?	Yes <input type="checkbox"/> No <input type="checkbox"/>	See Schedule of Supports
The breakdown of the costs has been explained to me.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
The cost of materials and/or products has been explained to me (PPE, vehicle hire, building or furniture etc?)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
I know where the cost of travel will be incurred such as; per km rates, hire of vehicle or STA?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
I am clear where and how the travel cost will appear in an invoice?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If there are further fees and charges, such as risk assessments, referrals and consultation with other service providers; I am aware that this will be a fee that is added to the cost of service?	Yes <input type="checkbox"/> No <input type="checkbox"/>	

13. SERVICE AGREEMENT AUDIT CHECKLIST

I understand whether I need to pay Goods and Services Tax (GST) and which products are subject to GST. Information about GST is available here	Yes <input type="checkbox"/> No <input type="checkbox"/>	
It has been explained to me, how the NDIS provider is paid for their service.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Responsibilities		



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The cancellation policy has been explained to me.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
I understand what my provider and I need to do before supports can be provided?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
I know what my provider and I need to do if either of us can't meet our responsibilities?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
I have been offered a copy of the signed and completed service agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
I understand if I am unable to sign the agreement or don't wish to sign it, the provider will make a note of this on my file.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
About the service agreement		
The service agreement is in a format and uses language I understand?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
I know how long the service agreement goes for and it is clearly stated in the agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
I understand that I have the right to say how long the service agreement should be and that it does not have to be for the same length of my NDIS Plan, although it often can be?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
I know when the service agreement will be reviewed	At minimum – annually.	
I understand how changes to the service agreement will be managed	Yes <input type="checkbox"/> No <input type="checkbox"/>	
I understand how to end the service agreement	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Dispute resolution process		
I know what to do if I am unhappy with a situation or service as the complaint and feedback process has been explained to me and I know I can contact the NDIS Commission should I need to?	Yes <input type="checkbox"/> No <input type="checkbox"/>	

13. SERVICE AGREEMENT AUDIT CHECKLIST

I know how I can raise any concerns or issues with this provider and have been provided with a document explaining this to me?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
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I know who to contact if an issue cannot be resolved or if I have a complaint?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
--	--	--

12. Agreement signatures

The participant and/or their carer or representative agree that information will need to be collected to offer person centred supports. A consent to share information form will also be offered and explained at the time of onboarding. Only information that is necessary will be requested and at any time a participant can retract any consents for information.

The parties agree to the terms and conditions of this Service Agreement and to follow the PCEPP in the event of an emergency or disaster which carries with it the capacity to interrupt service delivery to the participant:

Signature of [participant/participant's representative]

Name of [participant/participant's representative]

Date

Signature of authorised person from provider

Name of authorised person from provider

Date

Copy of participant's NDIS plan

[Attach a copy of the participant's NDIS plan or delete this page if not required.]



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SCHEDULE OF SUPPORTS

The Provider agrees to provide the Participant (please see attached individualised service costs associated with services)

S.No	Service	Duration	Hourly cost	Total	
1.	Support Coordination Line item:				
2	Psychosocial Recovery Coaching/Peer Support Line Item:				
3	Increased Community Participation. Line Item;				
4	Core Daily Living				
5	Core Community Social Civic Participation				

The maximum value of supports over the period of this service agreement is \$ _____

Transportation \$1 per KM will be charged

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

13. Cancellation Policy

From 1 July 2020, you will be charged 100 per cent of the agreed support price if you do not attend your **service** or cancel a **service** at short notice. Short notice is less than 24 hours before appointed time
You can contact NDIS by:

- Calling 1800 035 544 or TTY 133 677



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- Emailing contactcentre@ndiscommission.gov.au
- Using the National Relay Service and asking for 1800 035 544

Our call centre is available Monday to Friday from 9am to 5pm (9am to 4.30pm in NT) and closed public holidays.



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