**SUPPORT WORKER**

**Service Agreement**

**Parties**

|  |  |  |
| --- | --- | --- |
| This **Service Agreement** is for |  | a participant in the National Disability Insurance |

Scheme (Participant), and is made between:

|  |  |
| --- | --- |
| **[Participant / Participant’s representative**(such as a family member or friend)] |  |
| and |   |
| **Provider** | **Provider Name** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| This Service Agreement will commence on:   |  | / |  | / |  |

This Service Agreement is between **Provider Name** (a Support Worker) and XXXXXX a Participant in the National Disability Insurance Scheme. This Service Agreement will be in effect from the start of the participant’s plan date for the duration of the participant’s association with SUPPORT WORKER, or until we are notified otherwise in writing by the Participant/nominated representative.

**Schedule of supports**

SUPPORT WORKER agrees to provide the Participant assistance with daily care or assistance with community access. 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/nominated representative and are not included in the cost of the supports.

**Responsibilities of Provider**

SUPPORT WORKER to:

* provide assistance with daily care;
* provide …;
* assist …;
* other daily tasks as agreed….;
* ….;
* communicate openly and honestly in a timely manner;
* treat the Participant/nominated representative with courtesy and respect;
* listen to the Participant/nominated representative’s feedback and resolve problems quickly; and
* protect the Participant’s privacy and confidential information as per SUPPORT WORKER Privacy Policy available on the SUPPORT WORKER website and available upon request;

**Responsibilities** **of** **Participant/nominated representative**

I agree to:

* take due steps to provide information as requested by SUPPORT WORKER in a timely manner;
* treat SUPPORT WORKER staff with courtesy and respect;
* discuss any concerns about our service with SUPPORT WORKER; and

**Payments**

SUPPORT WORKER will keep invoices and will forward these to accounts@peakplan.com.au  The SUPPORT WORKER will provide a copy of all invoices supplied to the Plan Manager to the plan nominee/participant.

**Changes to the Plan**

The Participant/nominated representative, agrees to immediately notify SUPPORT WORKER and provide relevant plan details in writing, if the Participant’s NDIS Plan is replaced by a new plan, or the Participant ceases to be a participant in the NDIS.

**Participant’s Goals**

1.

2.

3.

**Cancellation of Support**

If either party needs to cancel a support episode, the party needing to cancel should provide 24 hours notice. This is best provided in writing… or verbally over the phone and then followed by a text.

**Ending this Service Agreement**

Should either Party wish to end this Service Agreement they must give 14 days’ notice in writing. If either Party seriously breaches this Service Agreement the requirement of notice will be waived.   If Both Parties agree to terminate service agreement in a shorter time frame this can be done subject to operational timelines.

**Feedback, complaints and disputes**

Up to you if you include some guidelines for how you will provide feedback to the Support Worker.

Also, up to you to let the Support Worker know how you might address any concerns they have… ie. Do you want them to raise it in person and then address it in writing/email.

**Goods and services tax (GST)**

For the purposes of GST legislation, 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 [National Disability Insurance Scheme Act 2013](http://www.comlaw.gov.au/Current/C2014C00149) (NDIS Act), in the Participant’s NDIS plan currently in effect under section 37 of the NDIS Act;
* SUPPORT WORKER will pay GST as per specified in [National Disability Insurance Scheme Act 2013](http://www.comlaw.gov.au/Current/C2014C00149) (NDIS Act)

**Contact Details**

The Participant/nominated representative will provide bank details if necessary, to SUPPORT WORKER for reimbursement.

The Provider can be contacted on:

|  |  |
| --- | --- |
| **Contact name** |  |
| **Phone** |  |
| **Email** |  |

**Description Of Support**

|  |  |  |  |
| --- | --- | --- | --- |
| **Support** | **Description of support**List the details of the support, including scope and volume. | **Price & Payment Information** | **Planned roster across a week** |
| **Assistance with Self-Care Activities - Standard - Weekday Daytime** **01\_011\_0107\_1\_1** |  Describe together with support worker what is expected.  | $ Agreed on priceE.g. $45 / hour | E.g. Monday – 3 hoursWednesday – 3 hoursFriday – 3hours= 3 hours weekly$ \* \* \* / PER WEEK  |
| **Access Community, Social And Rec Activities - Standard - Weekday Daytime****04\_104\_0125\_6\_1** |  Describe together with support worker what is expected. | $Agreed on price |  |
| **TOTAL COSTING FOR SUPPORTS** |  | E.G. Weekly costing x 52 weeks = $ \* \* \* \* |  |

**Agreement signatures**

The Parties agree to the terms and conditions of this Service Agreement.  The participant or Participant Representative agrees to the terms and conditions of this agreement by signing below.

|  |  |  |
| --- | --- | --- |
|   |   |  |
| 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 |