

What is a NDIS Service Agreement?

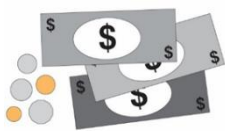


A Service Agreement is a document that says you and Intelife both agree about the services you are going to receive. It describes the working relationship you have with Intelife.

The Service Agreement with Intelife says:

- What supports and services you will receive
- When, where and how you will receive those supports and services
- How much the supports and services will cost and how they will be paid for
 - Self-managed – NDIA provides you with the funding to pay providers
 - Plan managed – a Plan Manager pays your providers for you
 - NDIA managed – NDIA pays providers on your behalf
- How long you need the supports and services for
- What is expected of you. This is about your responsibilities – such as letting Intelife know if you can’t make an appointment or if your NDIS Plan changes
- What is expected of Intelife – such as working with you to deliver your supports and services in the right way, and letting you know what Intelife will do in the event of an emergency or disaster
- How you can end or change the Agreement
- What you can do if any problems occur
- How to provide feedback

Things to know about your Service Agreements with Intelife





- Intelife charges the price limit set by the NDIS



- Intelife keeps the rules and guidelines set out by the NDIS for registered providers



- Intelife supports you to have choice and control about the support and services you use

	<ul style="list-style-type: none"> • Having a Service Agreement is a helpful way to make sure you have everything in writing if any problems occur
	<ul style="list-style-type: none"> • If you want to, you can attach a copy of your NDIS Plan to the Agreement. This will help Intelife deliver you the right supports in the right way.



NDIS rules and guidelines for Registered Providers

1. Intelife must act in good faith and in the interests of participants

2. Intelife must follow the rules that help the NDIS to work well:

- ☒ NDIS Act, Rules and Guidelines
- ☒ Privacy Act 1988 (Cth)
- ☒ Australian Consumer Law
- ☒ NDIS Quality and Safeguards Commission Practice Standards
- ☒ NDIS Worker Screening Checks and Code of Conduct

3. Intelife’s Service Agreements must:

- ☒ Be consistent with NDIS Pricing Arrangements, guidelines and GST requirements of the A New Tax System (Goods Services Tax) Act 1999
- ☒ Show prices that do not exceed the set NDIS Price Limits for a support
- ☒ Provide information on complaint handling and dispute resolution processes
- ☒ Provide information about arrangements to be put in place if there is an emergency or disaster
- ☒ Include a time frame for the notification of termination of services by the provider which must be no less than 14 days
- ☒ Include information about cancellations, “no shows” and changes to agreed appointments. NDIS says if a short-notice cancellation is less than seven (7) clear days before the appointment, then the provider may charge up to 100% of the agreed price for the cancelled appointment.

1 Parties

- a. This **Service Agreement** is for a participant of the NDIS and is made between the following parties:

Participant

Participant's representative

And

Provider

Intelife Group Ltd

ABN

79 872 326 186

NDIS Registered Provider Number

4050001986

Participant date of birth:

NDIS number:

NDIS Plan start date:

NDIS Plan end date:

Service Agreement start date:

Service Agreement end date:

2 The NDIS and this Service Agreement

- This Service Agreement is made for the purpose of providing supports under the participant's National Disability Insurance Scheme (NDIS) plan.
- A copy of the participant's NDIS plan is / is not attached to this Service Agreement. Providing a copy of the NDIS Plan is voluntary for the NDIS participant.
- The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to support people with a permanent and significant disability that affects their ability to take part in everyday activities.

3 Schedule of Supports and Description of Services

- Intelife Group agrees to provide the participant with supports as set out in the **Schedule of Supports**. All prices are GST inclusive (if applicable) and include the cost of providing the supports.
- Prices will be adjusted periodically to reflect price amendments (with immediate effect) as released by the National Disability Insurance Agency (NDIA) in the NDIS Pricing Arrangements and Price Limits. These adjustments will not impact the quantity or quality of services received from us. A copy of the Intelife Price Guide is also available on our website – <https://intelife.org/about/resources/>.

- c. Additional expenses (i.e. things that are not included as part of NDIS supports/funding arrangement) are not part of this Service Agreement and are not included in the cost of the supports. Examples include meals, entrance fees, public transport, parking etc.

4 Responsibilities and rights of participant / representative

The participant and/or their representative agrees to:

- a. Provide relevant information to help ensure the best possible service and let Intelife Group know of any changes that may occur, such as, contact information, disability, medical condition (including medication), the participant's NDIS Representative or Guardianship.
- b. Treat Intelife's property, staff, volunteers and other participants with respect and maintain the confidentiality of any private information

If being transported by Intelife Group, be ready for pick up at the arranged time and location

Pay any additional costs in a timely manner and in accordance with clause [6 Payments](#) below

- c. Talk to Intelife Group if the participant has any concerns about the supports being provided
- d. Abide by Intelife Group policies
- e. Provide feedback for continuous service improvements and Quality Assurance
- f. Let Intelife Group know immediately if the participant's NDIS plan is suspended or replaced by a new NDIS Plan or if the participant stops being a participant of the NDIS. Gaps in the provision of funding through the NDIS Scheme will be the responsibility of the NDIS participant. In the case of a gap in NDIS funding, participants and/or Intelife may:
 - i. suspend this Service Agreement and cancel scheduled appointments and activities; and/or
 - ii. seek/offer a period of paid or unpaid leave for supported employees who are employed by Intelife and who also receive a supported employment service
- g. Provide Intelife with more than seven (7) clear days' notice if the participant cannot make a scheduled appointment or activity. In circumstances where the participant provides a short-notice cancellation of less than seven (7) clear days, Intelife reserves the right to charge 100% of the agreed price for the support period, in accordance with the conditions outlined in the [NDIS Pricing Arrangements](#).
- h. If the participant has an unusual number of cancellations, Intelife will ask to speak with the participant to understand why cancellations may be occurring. NDIA monitors claims for cancellations and may contact Intelife about a participant with an unusual number of cancellations.
- i. Provide at least 2 weeks' notice to Intelife Group if the participant plans to take leave from scheduled services to ensure use of hours at a later date.

- j. Give Intelife Group the required notice (no less than 14 days) if the participant needs to end the Service Agreement (see clause [8 Ending or Suspending this Service Agreement](#) below for more information)
- k. The participant has the right to:
 - i. be treated with dignity and respect and to have the participant's choices and aspirations supported as far as possible. Our policies are available on our website - <https://intelife.org/about/resources/> .
 - ii. determine the type and range of activities that the participant wishes to participate in.
 - iii. request services in accordance with the participant's support plan, provided the request is also in accordance with applicable legislation.
 - iv. participate in the development of the participant's support plan acknowledging that the costs of supports arising from this plan must be met within the funding available for this support (unless the participant independently purchases).
 - v. privacy and confidentiality and in keeping with the Privacy Act 1988 (Cth), and Australian Privacy Principles. The participant also has the right to request access to personal information kept by Intelife.

5 Responsibilities of Intelife Group Ltd

Intelife Group agrees to:

- a. Review the provision of supports at least every 12 months with the participant to monitor outcomes relevant to the aims of this service agreement.
- b. Once agreed, provide supports that meet the participant's needs and preferred times of service where possible
- c. Consult with participants on decisions about how supports are provided
- d. Communicate openly and honestly in a timely manner
- e. Protect privacy and observe confidentiality of all information relating to the participant and this service
- f. Treat participants with courtesy and respect, which includes respecting the participant's right to determine the range and types of activities he/she wishes to participate in
- g. Give the participant information about giving feedback and making a complaint and listen to his/her feedback and resolve problems quickly
- h. Where possible, give the participant a minimum of 24 hours' notice if Intelife has to change a scheduled activity or appointment

- i. During our annual service planning, conduct a risk assessment that ensures that those who rely on Intelife to meet their daily living needs are not impacted by service disruptions, especially during an emergency or disaster.
- j. Give the participant no less than 14 days if Intelife Group needs to end the Service Agreement (see clause [8 Ending or Suspending this Service Agreement](#) for information)
- k. Advise the participant on any sector-wide or Intelife Group developments that may affect the way support is provided
- l. Provide supports in a manner consistent with all relevant laws, including, but not limited to, the [National Disability Insurance Scheme Act 2013](#), the NDIS [rules](#), and the Australian Consumer Law
- m. Keep accurate records on the supports provided to the participant
- n. Issue regular invoices and statements
- o. If the participant does not notify Intelife Group of non-attendance to a scheduled support, Intelife Group will make enquiries with the participant's nominated emergency/key contacts.

6 Payments

- a. Intelife Group will seek payment for their provision of supports on a weekly basis. There are three different ways payments can be managed:
 - i. Self-managed: NDIA will pay the participant so he/she can pay providers directly. If the participant chooses this option, Intelife will send the participant or his/her nominee an invoice for supports provided. The participant will pay the invoice by EFT: BSB 086-420 Account No: 505938002 within 30 days and use the Invoice Number as reference details.
 - ii. Plan-managed: NDIA will provide funding in the participant's plan to pay for a Plan Manager who pays the provider for the participant. If the participant chooses this option, Intelife will send the Plan Manager an invoice for supports provided. The Plan Manager will pay the invoice by EFT: BSB 086-420 Account No: 505938002 within 30 days and use the Invoice Number as reference details
 - iii. NDIA-managed: The NDIA will pay the participant's invoices on the participant's behalf. If the participant chooses this option, Intelife Group will claim payments directly from NDIA for provided supports. To do this Intelife will need the participant's NDIS number and the start and end dates of his/her NDIS Plan.
- b. The participant and/or his/her representative agree to notify Intelife Group immediately if there are changes to the management of NDIS funding to enable invoicing to be adjusted accordingly.

7 Changes to this Service Agreement

- a. 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 or Suspending this Service Agreement

- a. Should either party wish to end this Service Agreement they must give no less than 14 days' notice in writing to terminate services with Intelife Group.
- b. If either Party commits a serious breach of this Service Agreement the requirement of notice may be waived.
- c. Intelife may suspend or terminate this Service Agreement in a variety of circumstances, including but not limited to:
 - i. the participant and/or a Intelife staff member's health or safety is seriously exposed to risk;
 - ii. a serious grievance remains unresolved after the application of Intelife's processes for continuous improvement and feedback.
 - iii. the participant develops a medical condition or a disability that cannot be safely managed with the staffing and resources available to Intelife Group, or that precludes participation in the activities that Intelife Group is able to offer;
 - iv. the participant demonstrates a significant and ongoing resistance to participating in the activities that they have identified in his/her plan;
 - v. the participant requests a geographical re-location of the supports to an area where support cannot sustainably be provided;
 - vi. the participant's care needs change and Intelife does not have capacity to meet his/her changed needs;
 - vii. the participant engages in (or there are allegations of) serious misconduct such as harassment e.g. verbal abuse, intimidation, threats, physical assault and ridicule, or sexual harassment e.g. inappropriate touching or requests, sexually explicit material;
 - viii. the participant breaches his/her obligation under clause [4 Responsibilities and Rights of Participant / Representative](#) of this Service Agreement;
 - ix. the participant expects Intelife staff to work beyond their rostered hours;
 - x. the funding which enables Intelife to provide its services to the participant is terminated for any reason; or
 - xi. the participant breaches this Service Agreement.
- d. The participant acknowledges that on termination, Intelife may be required by law to provide program and/or Participant outcome information to authorised bodies.

- e. Intelife Group may suspend this Service Agreement, in the event that the funding which enables Intelife to provide its services to the participant is exhausted or suspended for any reason.

9 Feedback, complaints and disputes

- a. If the participant wishes to give Intelife feedback or make a complaint, he/she can do this several ways:
 - i. **Phone:** Call any Intelife office to be directed to an appropriate person to speak to. **If assistance is required, please call 08 6169 1100**
 - ii. **Email:** Send an email to feedback@intelife.org
 - iii. **Online:** Use the online Feedback option on Intelife's website at <http://intelife.org>
 - iv. **Mail:** Write a letter or print the feedback form from the website and post to the General Manager Support Services, Intelife, 11 Kirke Street, Balcatta WA 6021
- b. The participant has the right to access an independent advocate to support his/her to make a complaint or provide feedback. An advocate online can be found at [Disability Advocacy Finder](#) or go to our website - <https://intelife.org/about/resources/>
- c. If the participant is still not satisfied, he/she can contact either:
 - i. the NDIS Quality & Safeguarding Commission by calling 1800 035 544 or going to its website www.ndiscommission.gov.au/about/complaints; or
 - ii. the NDIA by calling 1800 800 110, or visiting one of its offices in person, or visiting ndis.gov.au for further information

10 Goods and services tax (GST)

- a. For the purposes of GST legislation, the parties confirm that:
 - i. the participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
 - ii. Under tax law, the following sentence must be included in this Agreement:

"A Supply of supports under the 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".

11 Participant Contact Details

Contact name	
Phone / Mobile	
Email	
Address	
Alternative contact person	

12 Intelife Group Contact Details

Contact name	
Department/Role	
Phone	
Email	

Contact name	
Department/Role	
Role	
Phone	
Email	

Contact name	
Department/Role	
Phone	
Email	

13 Agreement Signatures:

This Agreement should be signed by all parties.

- ☐ I agree to and understand the terms and conditions of this Service Agreement.
- ☐ I hereby provide consent to Intelife Group to seek payment for services delivered as outlined in the **Schedule of Support**.

Signature of participant	Name of participant	Date
Participant’s representative	Name of individual signing	Date
Intelife’s representative	Name of Intelife representative	Date