**NDIS 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.*

*Text in [square brackets] is for instructions / guidance only. Please delete any text that does not apply, such as where an option is given in [square brackets].*

**Parties**

This Service Agreement is for [INSERT PARTICIPANT’S NAME], a participant in the National Disability Insurance Scheme, and is made between:

[Participant/Participant’s

representative (such as a family member)]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

Provider \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Service Agreement will commence on [INSERT DATE] for the period of [INSERT AGREEMENT START AND END DATES].

**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 attached to this Service Agreement.

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 the people with a 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.

**Schedule of supports**

The Provider agrees to provide the Participant assistance for meal preparation and delivery for [INSERT DURATION OF SUPPORT].

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

Additional expenses (i.e. things that are not included as part of the Participant’s NDIS supports) are the responsibility of [THE PARTICIPANT/PARTICIPANT’S REPRESENTATIVE] and are not included in the cost of the supports. The cost of the food itself is not covered by the NDIS and a co-contribution is required.

**Responsibilities of Provider**

The provider agrees to:

* review the provision of supports with you, the Participant or your nominated Representative regularly
* conduct an annual review
* once agreed, provide delivered meals that will meet your needs at the agreed delivery time (specify)
* or make alternative arrangements to have the meal collected at (specify)
* communicate openly and honestly in a timely manner
* treat you with courtesy and respect
* consult with you on decisions about what meals are provided
* give you information about managing any complaints or disagreements and details of Meals on Wheels cancellation policy
* listen to your feedback and resolve problems quickly
* give you a minimum of 24 hours’ notice if the Meals on Wheels has to change a scheduled meal delivery time
* give you the required notice if the Provider needs to end the Service Agreement (see [‘Ending this Service Agreement’](#_bookmark0) below for more information)
* protect your privacy and confidential information
* provide delivered meals in a manner consistent with all relevant laws, including Meals on Wheels Nutritional Guidelines © 2012, the [National Disability Insurance Scheme Act 2013](http://www.comlaw.gov.au/Current/C2013C00388) and [rules](http://www.comlaw.gov.au/Current/C2013A00020/Enables), and the Australian Consumer Law; keep accurate records on the meals provided to you , and
* issue regular invoices and statements of the meals delivered to you.

**Responsibilities of [Participant/Participant’s representative]**

The Participant/Participant’s representative agrees to:

* inform the Provider about meals they wish to be delivered to meet the Participant’s needs
* treat the Provider with courtesy and respect
* talk to the Provider if the Participant has any concerns about the meals being provided
* give the Provider a minimum of 24 hours’ notice if they Participant wishes to cancel a meal delivery; and if the notice is not provided by then, the Provider’s cancellation policy will apply
* 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
* 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.

**Payments**

The Provider will seek payment for their provision of meals after the [Participant/Participant’s representative] receives delivery of ordered meals.

[One or more of the below paragraphs may apply. Delete those that do not apply.]

[If the funding for any of the supports provided under this Service Agreement is managed by the Participant:] The Participant has chosen to self-manage the funding for meals provided under this Service Agreement. After providing those meals, the Provider will send the Participant an invoice for those meals for the Participant to pay. The Participant will pay the invoice by [specify cash/cheque/EFT] with [insert reasonable time period, eg 7 days].

[And/or]

[If the funding for any of the supports provided under this Service Agreement is managed by a Plan Nominee:] The Participant’s Nominee manages the funding for meals provided under this Service Agreement. After providing those meals, the Provider will send the Participant’s Nominee an invoice for those meals for the Participant’s Nominee to pay. The Participant’s Nominee will pay the invoice by [specify cash/cheque/EFT] within [insert reasonable time period, eg 7 days].

[And/or]

[If the funding for any of the supports provided under this Service Agreement is managed by the National Disability Insurance Agency:] The Participant has nominated the NDIA to manage the funding for meals provided under this Service Agreement. After providing those meals, the Provider will claim payment for those meals from the NDIA.

[And/or]

[If the funding for any of the supports provided under this Service Agreement is managed by a Registered Plan Management provider:] The Participant has nominated the Plan Management Provider [insert name of Registered Plan Management Provider] to manage the funding for NDIS meals provided under this Service Agreement. After providing those meals, the provider will claim payment for those meals form [insert name of Registered Plan Management Provider].

**Changes to this Service Agreement**

If the 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.

**Ending this Service Agreement**

Should either Party wish to end this Service Agreement they must give [insert reasonable time period, eg 7 days, 1 month] notice.

If either Party seriously breaches this Service Agreement, the requirement of notice will be waived and either party may terminate this agreement in writing.

**Feedback, complaints and disputes**

If the Participant wishes to give the Provider feedback, the Participant can talk to [insert name of Provider’s contact person] on [insert contact details, e.g. phone, email, and/or postal address].

If the Participant is not happy with the provision of meals and wishes to make a complaint, the Participant can talk to [insert name of Provider’s contact person] on [insert contact details,

phone, email, and/or postal address].

If the Participant is not satisfied or does not want to talk to this person, the Participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting [ndis.gov.au](http://www.ndis.gov.au/) for further information.

**Goods and services tax (GST)**

For the purpose 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 (NDIS Act), in the Participant’s NDIS plan currently in effect under section 37 of the NDIS Act; therefore, supply of meals under NDIS is GST exempt

**Contact Details**

The [Participant/Participant’s representative] can be contact on:

|  |
| --- |
| Contact Details |
| Phone: Home |  |
| Phone: Work |  |
| Mobile: |  |
| Email: |  |
| Address: |  |
| Alternative Contact: |  |

The Provider can be contacted on:

|  |  |
| --- | --- |
| Contact Name: |  |
| Phone: |  |
| Email: |  |
| Address: |  |

**Agreement signatures**

The Parties agree to the terms and conditions of this Service Agreement

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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**

**Attachment – Schedule of Support**

[insert Activity of Support to be provided under the Service Agreement, including details such as description, price, and how they will be provided.]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Activity of Support** | **Support Item Reference Number** | **NDIS funded meal price** | **Co-payment for raw food ingredients (the cost of food is not covered by the NDIS)** | **How the meals will be provided (list frequency and quantity of delivery)** |
| Preparation and delivery of meals | 01\_022\_0120\_1\_1 |  |  |  |