NDIS Service Agreement

Arranged by Sophie Hull **Director**

Prepared for Ultra Bodies PTY LTD



NDIS Service agreement

This service agreement is between:

NDIS participant/or their representative (e.g. family member, friend, or guardian)	[insert name]
and	
Provider	Ultra Bodies PTY LTD
Start date	[insert dd/mm/yyyy]
End date	[insert dd/mm/yyyy]



Purpose

The purpose of this agreement is to describe the supports provided by Ultra Bodies PTY LTD under your NDIS plan. This agreement is in the context of the NDIS, a scheme that aims to:

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



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Responsibilities

Ultra Bodies PTY LTD responsibilities

Ultra Bodies PTY LTD agrees to:

- treat you with courtesy and respect
- · communicate openly and honestly, in a timely manner
- work with you to provide services that suit your needs
- review your services with us when needed, at minimum every 3 months
- give you information about managing complaints or disagreements
- give you information on how to change or cancel supports
- plan and coordinate any transitions to and/or from our services
- listen to your feedback and resolve problems quickly
- protect your privacy and confidential information
- comply with all Ultra Bodies PTY LTD policies and procedures which can be found at https://www.ultrabodies.com.au/policiesandprocedures
- follow all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, Australian consumer law, and the Privacy Act 1988
- give you a minimum of 24 hours' notice, where possible, if Ultra bodies PTY LTD needs to cancel, or change, a scheduled service
- keep accurate records, and issue regular invoices and statements of supports provided.



[insert participant's name]'s responsibilities

[Participant or representative's name] agrees to:

- work with Ultra Bodies PTY LTD to ensure that services meet your needs
- treat Ultra Bodies PTY LTD staff and workers with courtesy and respect
- communicate openly and honestly with Ultra Bodies PTY LTD and discuss any concerns about services being provided
- provide Ultra Bodies PTY LTD with any plans and/or assessments necessary to deliver safe and quality services e.g. positive behaviour support plan
- reduce identified risks e.g. within your home, when Ultra Bodies PTY LTD staff and workers are are delivering services
- pay all invoices for agreed services, transport, and/or other expenses within
 14 days
- let Ultra Bodies PTY LTD know if there is a change to your NDIS plan, if it is suspended, replaced by a new plan, or if you stop being an NDIS participant.

Supports and payments



Ultra Bodies PTY LTD will provide you with services identified in you NDIS plan. Further details are in attachment 1: schedule of supports. All prices are inclusive of GST (if applicable) and include the cost of providing services.

Additional expenses (things not included as part of your NDIS funding) are not included. You must pay for these things, for both yourself and the worker, where applicable. These additional expenses include but are not limited to travel, gym memberships and casual entry into facilities.

For NDIA managed funds, Ultra Bodies PTY LTD will create a service booking on the myplace participant portal, and claim payment for services delivered (not including additional expenses) directly from the NDIA.

For self-managed and plan managed funds, Ultra Bodies PTY LTD will invoice you or your nominated plan manager for services delivered (not including additional expenses) each week.

The NDIS sometimes change their service pricing or rules. Ultra Bodies PTY LTD will charge in line with any changes. Ultra Bodies PTY LTD will let you know if this happens, in writing. The NDIS will automatically increase your support budget to cover any price increases.

Participant transport

Ultra Bodies PTY LTD does not provide transport for the participant. Transport costs associated with community participation supports and transport supports are not included in the hourly support rate. This includes the cost of public transport, parking fees, road tolls, taxi fares and kms travelled.

Provider travel

Ultra Bodies PTY LTD can charge for the time its workers spend travelling to you. This time is charged to your plan, and is deducted from the total budget of the relevant support category. The NDIS support catalogue explains when Ultra Bodies PTY LTD can claim travel time, and the NDIS price guide indicates how much time can be claimed:

- Ultra Bodies PTY LTD can claim a maximum of [insert time according to the relevant Modified Monash Model (MMM) region] when travelling to deliver a support, or from one support to another.
- If the service is a core support, Ultra Bodies PTY LTD cannot claim any time travelling home or back to their office.
- If the service is a capacity building support Ultra Bodies PTY LTD can claim a maximum of [insert time according to the relevant Modified Monash Model (MMM) region] travelling home or back to their office.
- If travel costs are incurred, additional to the cost of a worker's time, when travelling to deliver face to face supports to you Ultra Bodies PTY LTD will charge:
- 78 cents per kilometre for all kilometres travelled in a workers' vehicle
- the full amount for other travel costs, such as road tolls, parking, public transport fares.

If you choose to pay for these additional costs from your NDIS plan, they will be deducted from the total budget of the relevant support category.

If you choose not to pay for additional travel costs using your NDIS budget, Ultra Bodies PTY LTD will invoice you monthly, for agreed costs.

If worker is travelling to support more than one NDIS participant in the region, Ultra Bodies PTY LTD will share the cost between the participants.

Ultra Bodies PTY LTD will only claim for travel time and additional costs agreed in the attachment 1: schedule of supports.

Non-face-to-face supports and report writing

For some supports, Ultra Bodies PTY LTD can claim for non-face to face activities e.g. report writing or developing support plans for workers. Ultra Bodies PTY LTD will only claim for non-face to face supports agreed in the attachment 1: schedule of supports.

Ultra Bodies PTY LTD will not claim for administrative tasks such as scheduling supports, training or submitting claims.

Goods and services tax (GST)

For the purposes of GST legislation, Ultra Bodies PTY LTD and [insert participant name] confirm that:

- [insert participant's name] has a NDIS plan
- the NDIS plan is expected to remain in effect while the supports are provided
- the supply is of reasonable and necessary supports, and described in the participant's NDIS plan
- there is a written agreement to deliver these supports, between Ultra Bodies PTY LTD and [participant's name]
- Iparticipant's name or representative will inform Ultra Bodies PTY LTD if there is a change to the NDIS plan, if it is suspended, replaced, or if the participant stops being an NDIS participant.





If a service is cancelled at short notice, or there is a no show, Ultra Bodies PTY LTD can charge 100% of the agreed support fee. A short notice cancellation is when you:

- do not show up for a support within 15 mins of the scheduled start time, or
- give less than 2 business days' notice to cancel or reschedule a booking.

Ultra Bodies PTY LTD will only charge for a short notice cancellation (or no show):

- for support items that the price guide allows short notice cancellation claims, and
- when they cannot find other billable work for the relevant worker, and if they must pay the worker for their time.

The NDIS monitors short notice cancellations and may contact Ultra Bodies PTY LTD about participants with a high number of cancellations. Ultra Bodies PTY LTD will work with you to minimise cancellations and make sure your plan is meeting your needs.

To cancel a support service please contact your assigned worker directly otherwise you can contact Sophie on +61 400 388 203

Changes to this agreement

Any changes need to be agreed, put in writing, signed, and dated by you and Ultra Bodies PTY LTD.

If either you or Ultra Bodies PTY LTD want to change regular services, at least 14 days notice should be given. Special circumstances will be discussed on an individual basis.

You must tell Ultra Bodies PTY LTD if there is a change to your current NDIS plan.

Ending this agreement

If you or Ultra Bodies PTY LTD wants to end this service agreement they must give 14 days notice, ensuring a smooth transition away from the service. If you or Ultra Bodies PTY LTD seriously break this agreement, the agreement can end with no notice.

You must also tell Ultra Bodies PTY LTD if your current NDIS plan is suspended, replaced or if you stop being a NDIS participant. Ultra Bodies PTY LTD will only provide agreed services within the agreement start and end dates, and while you have an active plan. If you still want to receive services from Ultra Bodies PTY LTD after the service agreement end date, or with a replacement plan, you need a new service agreement.



Feedback, complaints & disputes

Ultra Bodies PTY LTD welcomes all feedback, compliments, and complaints. If you would like to provide feedback, please contact Sophie on +61 400 388 203 or head to https://www.ultrabodies.com.au/policiesandprocedures to fill in a feedback form.

If you are not happy with your supports and would like to make a complaint, please contact Sophie on +61 400 300 203

If you are not satisfied with the outcome of your complaint, or do not want to talk to Sophie you can contact:

- National Disability Insurance Agency by calling 1800 800 110, visiting www.ndis.gov.au or visiting one of their offices in person.
- NDIS Quality and Safeguards Commission by calling 1800 035 544 (interpreters can be arranged), or visiting https://www.ndiscommission.gov.au/about/complaints.
- If you would like support, Ultra Bodies PTY LTD can support you to contact and make a complaint to the National Disability Insurance Agency or NDIS Quality and Safeguards Commission.