

Parties

*NOTE: A Service Agreement can be made between a Participant and Samy Care Services ACT Pty Ltd or a Participant's representative and Samy Care Services ACT Pty Ltd. 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 **(bold brackets)** is for instructions /guidance only. Please delete any text that does not apply, such as where an option is given in **(bold brackets)**.*

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 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.

Schedule of supports

The **Provider** agrees to provide the Participant:

Plan Management support - the **Provider** will assist the **Participant** to manage their day-to-day finances including making payment to providers, expense claims processing, developing monthly statements for participants and claiming for payment from the NDIS in relation to the support and services only identified in the Participant's NDIS plan.

As consideration for the provision of the Services by the **Provider**, the price for the provision of the services is determined following the current pricing schedule set by the National Disability Insurance Agency.

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, etc.

Responsibilities of Samy Care Services ACT Pty Ltd

Samy Care Services ACT Pty Ltd agrees to:

- Pay support provider invoices on behalf of the NDIS Participant.
- Provide information to Support Providers about tax invoice requirements so invoices are paid promptly.
- Process reimbursement claims.

- Confirm the invoice approval process that the Participant / Nominated Representative requires prior to payment by us.
- Provide access to up-to-date information about amounts claimed against the Participant's plan budget and remaining plan balances.
- Provide monthly statements of expenditure and available funding upon request.
- Provide access to our specialist support team to assist with questions about the plan including fund utilisation.
- Communicate openly and honestly with you in a timely and professional manner.
- Treat the Participant / Nominated Representative with courtesy and respect.
- Listen to the Participant / Nominated Representative's feedback and resolve problems with you together.
- Advise the participant of our Feedback and Complaints policy.
- Protect the Participant's privacy and maintain confidentiality of personal information in accordance with Privacy Act 1988. Please see *Samy Care Plan Manager's Privacy Policy* on our website.
- Observe and investigate any incidents that occur and comply with eh NDIs (Incident Management and Reportable Incidents) Rules 2018. We will involve the Participant in the investigation and determine actions/outcomes. (Ensure that the Participant accessing supports from us understands why we collect their information and how we use it, including recorded material in audio and/or visual format.
- Provide Our Services only to the amount funded in the Participant's NDIS plan.

Participant / Nominated Representative Responsibilities

Responsibilities of the Participant

The participant and (participant guardian) agree to:

- Inform *Samy Care Services ACT Pty Ltd* about how they wish the supports to be delivered to meet the Participant's needs
- Treat *Samy Care Services ACT Pty Ltd* with courtesy and respect
- Talk to *Samy Care Services ACT Pty Ltd* if the Participant has any concerns about the supports being provided
- Give *Samy Care Services ACT Pty Ltd* a minimum of 24 hours' notice if the Participant cannot make a scheduled appointment; and if the notice is not provided by then, *Samy Care Services ACT Pty Ltd* cancellation policy will apply
- Give *Samy Care Services ACT Pty Ltd* **the** required notice if the Participant needs to end the Service Agreement (see '[Ending this Service Agreement](#)' below for more information), and

- Let *Samy Care Services ACT Pty Ltd* 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 / Service Fees

The Participant has nominated the *Samy Care Services ACT Pty Ltd* To undertake financial administration for their NDIS supports.

After receiving valid tax invoices from the Participant / Participant's representative and/or service providers engaged by the Participant, the *Samy Care Services ACT Pty Ltd* will claim from the NDIA for funding up to the amounts specified in relevant support categories of the

Participant's NDIS plan subject to the rules and price limits set out in the NDIS Price Guide.

After receiving funding from the NDIA, the *Samy Care Services ACT Pty Ltd* will make payments to the Participant / Participant's representative and/or service providers engaged by the Participant.

The Participant authorises the Plan Manager to claim from NDIA for the Financial Administration services as per the items and amounts listed at **Attachment 1 – Schedule of Services** at any time during the period of the Service Agreement, and to disburse those amounts from the funds held in the Participant Holding Account.

Sharing your Information

In dealing with personal information, we abide by the obligations imposed on us under federal law, including the *Privacy Act 1988* and the *National Disability Insurance Scheme Act 2013*.

The participant gives consent to *Samy Care Services ACT Pty Ltd* to share information in relation to the NDIS budget to third parties noted below in a manner that that does not compromise the ability of the participant to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports:

- Service Providers (of NDIS funded Services) engaged by the Participant
- Participant representative nominated by the participant
- Support Coordinator(s) engaged by the participant
- National Disability Insurance Agency (NDIA) and Local Area Coordination Partners

Review and Audits

Recognising that *Samy Care Services ACT Pty Ltd* has a legal obligation to participate in government-initiated reviews and audits the participant and his/her representatives agree to co-operate to the extent reasonably necessary for these to take place subject to discussion of the relevance of the audit to the participant's situation.

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.

Ending this Service Agreement

Should either Party wishes to end this Service Agreement they must give **four weeks' notice**. If either Party seriously breaches this Service Agreement the requirement of notice will be waived. Please refer to *Samy Care Services ACT Pty Ltd* Cancellation Policy for further information.

Miscellaneous provisions

Each party agrees to sign any documents or do any acts reasonably necessary to give effect to this agreement.

The laws of the Australian Capital Territory govern this agreement and each party submits to the non-exclusive jurisdiction of the courts having jurisdiction in the Australian Capital Territory.

A party shall not be taken to have waived any right or obligation about this agreement unless such waiver is in writing signed by that party. A waiver on one occasion shall not affect later rights and obligations unless specifically stated to do so.

The parties must attempt to settle any dispute in relation to this agreement by negotiation before resorting to external legal proceedings.

Feedback, complaints, and disputes

If the Participant wishes to give *Samy Care Services ACT Pty Ltd* feedback, the Participant can talk to *Samy Care Services ACT Pty Ltd* Rep on:

Phone: 0450 257 389

Office: 02 6242 6198

Email: nitin@samycare.com.au

Address: Unit 7/29 Buckland Street, Mitchell, 2913 ACT

If the Participant is not happy with the provision of supports and wishes to make a complaint, the Participant can talk to *Samy Care Services ACT Pty Ltd* on:

Phone: 0450 257 389

Office: 02 6242 6198

Email: nitin@samycare.com.au

Address: Unit 7/29 Buckland Street, Mitchell, 2913 ACT

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](tel:1800800110), visiting one of their offices in person, or visiting ndis.gov.au for further information.

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](#) (NDIS Act), in the Participant's NDIS plan currently in effect under section 37 of the NDIS Act;
- the Participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- The Participant will immediately notify *Samy Care Services ACT Pty Ltd* if the Participant's NDIS Plan is replaced by a new plan or the Participant stops being a participant in the NDIS.

Attachment 1 – Schedule of Services

Support Area	Description	Budget for Plan Period
	This includes the set-up costs (if applicable) and monthly financial administration fees as allocated in	Set Up Costs \$232.35

Improved Life Choices	<p>"Improved Life Choices" budget on the Participant's current NDIS plan.</p> <p>*Upon renewal of the service agreement; the set-up costs (if applicable) and monthly financial administration fees as allocated in "Improved Life Choices" budget on the participant's future reviewed NDIS plan(s).</p>	<p>Financial Administration - Monthly Fee \$104.45/Month</p>
------------------------------	---	--