ABN: 29 064 925 688

A0025471J



YMCA Geelong NDIS Service Agreement 2023 / 2024

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.

1. Parties

| This Service Agreement is for | | | | | | | | |
|--|---------------------------------|----------|------------|-----------------|---------|---|--|--|
| | | | | | | | | |
| a participant in the Nation between: | al Disability Insurance | Scheme | (Participo | ant), and i | is made | Э | | |
| NDIS Number: | | | | | | | | |
| Childs DOB: | | | | | | | | |
| Client/Participant / Partic | cipant's representative | and Pro | vider- YN | ICA GEELO | ONG | | | |
| Service Name | List of Service | Particip | ant Fees | | | | | |
| Geelong and District YMCA Vacation Care | Vacation Care \Box | YES 🗆 | No 🗆 | Suppor YES 🗆 | t No | | | |
| YMCA Newtown | Gymnastics | YES 🗆 | No 🗆 | YES 🗆 | No | | | |
| Stadium | Sports Programs | YES 🗆 | No 🗆 | YES 🗆 | No | | | |
| YMCA North Geelong | Gymnastics | YES 🗆 | No 🗆 | YES 🗆 | No | | | |
| YMCA St Mary MacKillop Bannockburn OSHC | Before and After School Care | YES 🗆 | No 🗆 | YES 🗆 | No | | | |

This Service Agreement will commence for the period 1/07/2032 to 30/06/2024

25 Riversdale Road Newtown 3220

E: geelong@ymca.org.au Ph: 03) 5221 8344

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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 attached to this Service Agreement 4.

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.

3. Schedule of Supports

The Provider agrees to provide the Participant with programs and or supports to ensure they are engaged and active participants in the program provided by YMCA Geelong for the duration of this agreement.

- The participant will be required for each school holiday program complete a booking form and nominate dates in which they wish to attend.
- Sports program bookings such as gymnastics classes will need to be booked at Reception or online (www.geelong.ymca.org.au). Contact Reception for assistance 52218344
- The Y will provide the booked program
- If requested, the Y will provide individual support to assist in the program participation

The YMCA will allocate a position in the program based on availability and support needs

The supports and their prices are set out in Clause 3 & 12. 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.

- 4. Responsibilities of Provider The YMCA agrees to:
 - review the provision of supports at least with the Participant at the time of the booking request

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- once agreed, provide supports that meet the Participant's needs at the Participant's preferred times
- communicate openly and honestly in a timely manner
- treat the Participant with courtesy and respect
- consult the Participant on decisions about how supports are provided
- give the Participant information about managing any complaints or disagreements and details of the provider's cancellation policy (if relevant)
- listen to the Participant's feedback and resolve problems quickly
- give the Participant notice as soon as practical if the Provider has to change a scheduled appointment to provide supports/program
- give the Participant the required notice if the Provider needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information)
- protect the Participant's privacy and confidential information
- provide supports in a manner consistent with all relevant laws, including the <u>National Disability Insurance Scheme Act 2013</u> and <u>rules</u>, and the Australian Consumer Law; keep accurate records on the supports provided to the Participant, and
- issue regular invoices and statements of the supports delivered to the Participant.

5. Responsibilities of *Participant / Participant's representative*The *Participant / Participant's representative* agrees to:

- inform the Provider about how they wish the supports 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 supports being provided
- give the Provider as soon as practical notice if the Participant cannot make a scheduled appointment; 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

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 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.

6. Payments

The YMCA will seek payment for their provision of supports after the *Participant / Participant's representative* attends the program.

(PLEASE INDICATE WHICH PAYMENT OPTION APPLIES)

Please note the YMCA Geelong can only accept participants who are Plan/Provider Managed or Self-Managed.

- ☐ The Participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the Provider will send the Participant an invoice for those supports for the Participant to pay. The Participant will pay the invoice before the commencement of the program and due prior to the first date of the program.
- ☐ The Participant's Nominee manages the funding for supports provided under this Service Agreement. After providing those supports, the Provider will send the Participant's Nominee an invoice for those supports for the Participant's Nominee to pay. The Participant's Nominee will pay the invoice.
- ☑ [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 supports provided under this Service Agreement. After providing those supports, the Provider will claim payment for those supports from a Registered Plan Management Provider such as Access your support/Leisure networks/BCYF/Gateways

7. 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.

8. Ending this Service Agreement

Should either Party wish to end this Service Agreement they must give *two weeks* 'notice prior to the commencement of the School Holiday Program.

If either Party seriously breaches this Service Agreement the requirement of notice will be waived.

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9. Feedback, Compliments/Complaints

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 supports and wishes to make a complaint, the Participant can talk to

Paul Barbagallo

Centre Manager- YMCA Newtown Stadium

E: paul.barbagallo@ymca.org.au

25 Riversdale Road NEWTOWN 3220

10. 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 <u>National Disability Insurance Scheme Act 2013</u> (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 / Participant's representative] will immediately notify the Provider if the Participant's NDIS Plan is replaced by a new plan or the Participant stops being a participant in the NDIS.

11. Cancellation Policy

At the Y we value consistent and high quality programs. If you need to cancel
participant will be required advanced notice (minimum 24hours) Cancellation
charges for late notice or no shows without medical certificates will be charged the
fees for service rate.

| I have read & understood the cancellation policy | / | INITIAL | |
|--|---|---------|--|
|--|---|---------|--|

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12. Schedule of Support Fees

Child support ratio 1:1 \$50.10 per hour +daily fee

Classes Fees (Sport and Recreation)- https://www.geelong.ymca.org.au/timetable

School Holiday Programs /OSHC

https://www.geelong.ymca.org.au/school-holiday-program-fees-payments

https://www.geelong.ymca.org.au/oshc

13. Fees for Service

Vacation Care

\$76.50 per child day fees \$107.50 Per child Incursion daily fee

\$135.00 per child Excursion daily fee

The Provider agrees to provide the services for the duration of the agreement at the scheduled rate. We reserve the right NOT to provide service or to cancel any future bookings/services for the client if you do not have sufficient funds in your plan or the plan expires. Any service fees not met by NDIS will be covered by your client / client representative.

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

| CLIENT NAME: | |
|--------------------------|--|
| | |
| Phone: | |
| | |
| Mobile: | |
| | |
| Email: | |
| | |
| Address: | |
| | |
| Suburb/Postcode: | |
| | |
| Parent/Guardian Name: | |

ABN: 29 064 925 688

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NDIS PROVIDER CONTACT: PROVIDER NAME: YMCA GEELONG INC 52218344 Phone: Katelyn Hancock Staff Rep Name: Email: shp.geelong@ymca.org.au Address: 25-33 Riversdale Road Suburb/ Postcode: **NEWTOWN 3220 AGENCY/ CLIENT PLAN MANAGEMENT CONTACT: AGENCY NAME:** ABN: Phone: Staff Rep Name: Email:

Address:

Suburb/ Postcode:

Ph: 03) 5221 8344 Newtown 3220

E: geelong@ymca.org.au

ABN: 29 064 925 688

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Agreement Signatures

The Parties (Participant/ Provider/Payment Authority) agree to the terms and conditions of this Service Agreement.

| Client/ Participant (Guardian) | | |
|---|-----------|--|
| Print Name | Signature | |
| ate:/ | Signature | |
| rovider Representative (YMCA Geel | long) | |
| Shona Eland | | |
| | | |
| Print Name | Signature | |
| | Signature | |
| rate:// | Signature | |
| Print Name Date:// Account Payment Representative | Signature | |

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