

YMCA Geelong 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 ND/5 plan.

Parties

This Service Agreement is for
a participant in the National Disability Insurance Scheme (participant) and is made between:

NDIS Number:

Participant's DOB:

Participant/Participant's Representative

and

Provider	YMCA Newtown Stadium	YMCA Bannockburn Recreation Stadium
	Geelong & District YMCA	
	Vacation Care	

This Service Agreement will commence for the period

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

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Schedule of Supports

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

The participant will be required for each program complete a booking form and nominate dates in which they wish to attend.

The YMCA will allocate a position in the program based on availability and support needs. The supports and their prices are set out in the attached Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

Additional expenses (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 Provider

The YMCA agrees to:

- Review the provision of supports at least with the Participant at the time of the booking request.
- 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 a minimum of 24 hours notice if the Provider has to change a scheduled appointment to provide supports.
- 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 National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law; keep accurate records on the supports provided to the Participant.
- Issue regular invoices and statements of the supports delivered to the Participant.

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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 a minimum of 24 hours 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).
- 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 YMCA will seek payment for their provision of supports after the Participant/Participant's Representative attends the program.

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.

AND/OR

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.

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 supports provided under this Service Agreement. After providing those supports, the Provider will claim payment for those supports from the NDIA.

AND/OR

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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 provider below)

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

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 wish to end this Service Agreement they must give **two weeks notice prior** to the commencement of the Program.

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

Feedback, Compliments/Complaints

If the Participant wishes to give the Provider feedback, the Participant can talk to:

Name:

Phone/Email

If the Participant is unhappy with the provision of supports and wishes to make a complaint, the Participant can talk to Centre Manager, Paul Barbagallo.

**Paul Barbagallo or
Lisa Threthowan**
(03) 5223 2714
newtownstadium@ymca.org.au

Jaron Fisher
(03) 5223 2714
shp.geelong@ymca.org.au



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Goods & 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/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.

Contact details of person in charge of account

Phone Mobile:

Phone Home:

Email

Address

Alternative Contact

Phone:

Provider Contact Details

Contact Name

Phone

Email

Address

Signed

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

Print Name

Signed

Date