

This **Service Agreement** is for

Client Name	
NDIS Number	

Who is a Client in the **NDIS - National Disability Insurance Scheme**

AND IS MADE BETWEEN

Nominee/Representative Name	
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Client as named above and Client's representative such as a family member or friend (if applicable)

AND WALLARA AUSTRALIA LTD

This Service Agreement will start (date)	
This Service Agreement will end (date)	

The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the Client's National Disability Insurance Scheme (NDIS) plan.

Wallara has a copy of the Client's NDIS Goal's page (if no, please provide this to us)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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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.

RESPONSIBILITIES OF PROVIDER

WALLARA AUSTRALIA LTD agrees to:

- Reviewing of provisions of supports will be flexible and occur as required.
- Provide supports that meet the Client's needs at the Client's preferred times.
- Communicate openly and honestly in a timely manner.
- Treat the Client with courtesy and respect.
- Consult the Client on decisions about how supports are provided.
- Give the Client information about managing any complaints or disagreements and details of the provider's cancellation policy.
- Listen to the Client's feedback and resolve problems quickly.
- Give the Client a minimum of 48 hours' notice if Wallara Australia has to change a scheduled appointment to provide supports.
- Give the Client the required notice if the Provider needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information).
- Protect the Client's privacy and confidential information. Clients acknowledge that by attending Wallara, information may be reported externally to governing bodies if required. i.e. reporting of critical incident reports, reporting or restrictive practices, reporting of complaints.
- 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 Client.
- Issue regular invoices and statements of the supports delivered to the Client.

RESPONSIBILITIES OF CLIENT

The Client agrees to:

- Inform Wallara Australia Ltd about how they wish the supports to be delivered to meet the Client's needs.
- Treat all staff and Clients who attend Wallara Australia Ltd with courtesy and respect.
- Talk to Wallara Australia Ltd if the Client has any concerns about the supports being provided.
- Advise Wallara immediately upon changing a plan manager or other information that may affect invoicing.

- Participate in External Audits as required. If client does not wish to be included in the Audit process that they “opt out” in writing to the People & Quality Manager.
- Give Wallara Australia Ltd the required notice if the Client needs to end the Service Agreement (see ‘Ending this Service Agreement’ below for more information).
- Inform Wallara Australia Ltd if the Client’s NDIS plan is suspended or replaced by a new NDIS plan or the Client stops being a Client in the NDIS.

PAYMENTS

Wallara Australia Ltd will seek payment for their provision of supports after the Client confirms satisfactory delivery.

The Client has nominated the NDIA to manage the funding supports provided under this Service Agreement. After providing those supports, Wallara Australia Ltd will claim payment for those supports from the NDIA.
AND / OR

The Client or Nominee has nominated to self-manage the NDIA plan. Wallara Australia Ltd will invoice the Client at the end of each month of agreed period of service delivery. The client will pay the invoice by **circle one [cash / cheque / EFT]** within 7 days.
AND / OR

The Client has nominated the Plan Management Provider to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, Wallara Australia Ltd the will claim payment for those supports from the Plan Management Provider.

Name of Registered Plan Management Provider:

PERMISSION TO CONTACT OTHER SERVICE PROVIDERS

Sometimes Wallara Australia staff may need to talk to other service providers about you. For example; support coordinators, plan managers, other disability services, General Practitioner, specialists or Allied Health Professionals (OT, Speech and Psychologist).

Do you consent to Wallara Australia staff contacting other service providers in relation to you? YES NO

Please note: Wallara contacting other services may generate invoices for services from either Wallara or the other service that you may be liable for.

SUPPORTS PROVIDED BY WALLARA

Wallara provided NDIS supports and out of pocket expenses and their prices are set out in the attached Quote. The quote attached is based on the information you have provided to date and Wallara pricelist (see Appendix 2). The quote may change from time to time at your request, usually following timetable changes.

Agreement for billing to occur is based on Wallara receiving a signed quote and/or client receiving agreed Wallara supports via attendance.

NDIS DOCUMENTATION and OUTCOMES REPORTING

Each plan period will incur up to 4 hours of documentation and outcomes reporting charges for proposed supports. In addition, incident reporting and other indirect support work may be charged from time to time. This will be claimed at the social and community participation support category (see your individual quote for details).

1:1 SUPPORTS WITHIN GROUPS

Where a client requires additional 1:1 supports within a group, for example; assistance with self-care activities or additional behavioural/social supports, Wallara will make an assessment on the type and frequency of this support, and charge a 1:1 rate for this support (See Wallara Pricing Policy for additional information and refer to your individual quote for pricing).

OUT OF POCKET EXPENSES

Additional expenses (i.e. things that are not included as part of a Client's NDIS supports) are the responsibility of the Client/Client's Representative.

IN PROGRAM TRANSPORT

Wallara will charge clients for transport costs incurred within programs per day when the program involves Wallara organised transport, i.e. buses and taxis. This fee will be invoiced on a regular basis and calculated based on each client's attendance. Refer to the quote for the current per day fee.

When a client uses public transport, they will be required to bring their myki card (client responsible for having credit) and will not be charged the in-program transport fee.

MATERIALS FEE

Wallara offers excellent, well-resourced programs at each of our sites to help our clients build skills. Wallara will charge a material fee per day, per person, to cover resources used in these programs. Specific costs that this fee covers include, but are not limited to, printing, stationery and art supplies. This fee will be invoiced on a regular basis and calculated based on each client's attendance. Refer to the quote for the current per day fee.

ADDITIONAL ACTIVITY COSTS

Activities that incur an entry cost (i.e. swimming entry fee) or specific resources to undertake, outside of the standard materials and resources will be charged per person, per activity.

Prices are subject to change in accordance with the NDIS Price Guide.

GOODS AND SERVICES TAX (GST)

As per Australian Taxation Office and the application of section 38-38 of the GST Act, NDIS items are GST exempt.

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 Client's NDIS plan currently in effect under section 37 of the NDIS Act;
- The Client's NDIS plan is expected to remain in effect during the period the supports are provided; and
- The Client/Client's representative will immediately notify Wallara Australia Ltd if the Client's NDIS Plan is replaced by a new plan or the Client stops being a Client in the NDIS.

CHANGES TO THIS SERVICE AGREEMENT

The Parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the Parties.

CANCELLATIONS AND "NO SHOWS" FOR SCHEDULED SUPPORTS – BY CLIENT

Wallara will charge for no shows as per the National Disability Insurance Agency rules see excerpt is shown in the Wallara Pricing Policy Statement attached.

ENDING THIS SERVICE AGREEMENT

Should you wish to end this Service Agreement Wallara would appreciate 28 days' notice in writing. This notice period gives Wallara time to replace the vacancy and recognises the staffing and other costs that we continue to carry. If the Support you receive is for Supported Employment, notice is required as per the Employment Notice Period.

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

Wallara can end this service agreement with notice if the client service required is deemed to be out of scope. See Scope of Practice Statement.

ENDING THIS SERVICE AGREEMENT – NO NOTICE REQUIRED

Wallara can end this Agreement without notice if:

- An invoice remains unpaid after 28 days;
- The health and safety of our personnel is at risk (see Leaving Wallara's Services Policy);
- You cancel a level of Supports which we've agreed to provide and this impacts us providing the Support;
- Your NDIS Plan is reviewed and the Supports provided under this Agreement are no longer part of the Plan;
- Your Supported Employment is terminated by us.

You may also end the Agreement without notice if your health and safety is at risk from the Supports we provide or there has been an ongoing failure by us to provide the agreed Supports.

FEEDBACK, COMPLAINTS AND DISPUTES

Wallara Australia Ltd has a Complaints Policy and you will be provided with a Complaints Procedure for Clients.

If the Client wishes to give Wallara Australia Ltd feedback, the Client can talk to their key contact by calling the office on 9792 2985.

If the Client is not happy with the provision of supports and wishes to make a complaint, the Client can talk to the People & Quality Manager on 9767 3333.

If the Client is not satisfied or does not want to talk to Wallara Australia Ltd, the Client can contact the:

National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting ndis.gov.au for further information.

OR

NDIS Quality & Safeguarding Commissioner by calling 1800 035 544 or

<https://www.ndiscommission.gov.au/>

WALLARA AUSTRALIA CAN BE CONTACTED ON:

Name	JANINE BURNS
Title	INTAKE AND PLANNING OFFICER
Mobile/phone	9767 3357 or 0427 621 497
Email	intake@wallara.com.au
Address	160 Bridge Rd Keysborough 3173

CONTACT DETAILS

CLIENT/CLIENT'S REPRESENTATIVE CONTACT DETAILS:	
Name	
Relationship	
Phone/Mobile	
Email	

AGREEMENT SIGNATURES

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

Signature of Client / representative

Name of Client / representative

Date

Signature of authorised person
from Wallara Australia

Name of authorised person from
Wallara Australia

Date

Appendix 1: Quote

Appendix 2: Wallara Price List

Appendix 3: Pricing Policy Statement including NDIS Cancellations Rules