

This document is an Agreement that relates to the provision of supports that the **National Disability Insurance Scheme (NDIS)** has agreed to pay for, as well as any additional NDIS-like supports not funded by the NDIS.

## **1. PARTIES**

This **Service Agreement** (“Agreement”) is for ..... [Name],  
a participant in the NDIS, and is made between

..... [Name/s & Participant Id]

**“You” the Participant** / Participant’s representative (if involved):

And

.....(RealTeachers Pty Ltd).....

**“RealTeachers” the Provider.**

This Service Agreement will commence on ..... [day, month, year]

for the period ..... to ..... [start / end dates]

## **2. THE NDIS AND THIS SERVICE AGREEMENT**

This Service Agreement is made for the purpose of providing supports to you under your NDIS plan.

You and **RealTeachers** both agree that this Agreement is consistent with the aims and policies of the NDIS, especially the aim to give Participants more choice about what support they need to achieve their goals and take part in the community.

## **3. SUPPORTS REALTEACHERS WILL PROVIDE THE PARTICIPANT**

**RealTeachers** agrees to provide you with supports in line with your NDIS plan, as 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 funded in your NDIS plan) are listed separately in your Schedule of Supports. Examples of non-NDIS funded expenses include – transport, meals, tickets, fares, fees etc.

Any additional NDIS-like supports you wish **RealTeachers** to provide that are not funded in your NDIS plan will be your responsibility to pay.

On signing this Agreement, both parties agree to jointly make (or amend) a Service Booking on the NDIA portal so that **RealTeachers** can commence providing supports on the date agreed. If it is not possible to sign the agreement, both parties agree to accept the Service Booking within a further 48 hours or advise the other of their intention not to accept the booking. This may result in the Service Agreement being amended or cancelled.

## 4. RESPONSIBILITIES OF THE PROVIDER

**RealTeachers** agrees to:

- a) provide you with the supports we have agreed to provide, at the agreed time, and in a manner consistent with all relevant laws, including the *National Disability Insurance Scheme Act 2013* and rules, and the Australian Consumer Law;
- b) treat you politely and with respect and involve you in all decisions about how supports are provided;
- c) ensure our support staff are qualified and skilled in providing the supports you need;
- d) keep our scheduled appointments with you, or give you a minimum of 24 hours' notice (or as much notice as possible) if we need to make a change to a scheduled appointment;
- e) review the provision of supports with you, at least every 6 months;
- f) listen to your feedback on how well we are doing so we can resolve problems quickly and continually improve the services provided to you;
- g) protect your privacy and make sure your personal information is safe and secure;

Note: We will clearly explain to you how we do this and will ask you for your consent to share your information (there may be times we are legally required to do this)

- h) be honest with you if you want us to provide support that we believe another organisation may be better suited to provide, or where there is a potential or actual conflict with NDIA policies;

Note: We will always inform you of any situation where **RealTeachers** has a potential conflict of interest so that you can make an informed decision in relation to your supports

- i) keep accurate records on the supports we provide you and charge you correctly for the services we provide;
- j) ensure you have access to details of services delivered (e.g. through *myplace*) and the amount charged for those services as per the Terms of Business for Registered Providers, and
- k) explain our Cancellation Policy to you and give you information about how we manage complaints about our service or activate our cancellation policy (see section 9 below).

## 5. RESPONSIBILITIES OF THE PARTICIPANT/ PARTICIPANT'S REPRESENTATIVE

When you sign this Service Agreement, it means that you agree to do the following things:

- a) let **RealTeachers** know about the supports you need and how you want to receive them;
- b) provide **RealTeachers** with a copy of your NDIS plan so we can understand your goals and support needs and make plans to provide those supports;
- c) be polite and respectful to **RealTeachers** staff;
- d) keep your scheduled appointments with us, or let us know if you can't keep them or need to change arrangements. Under the current NDIS Price Guide, if 7 business days' notice is not given, then the full fee may be charged;
- e) talk to us if you are unhappy with any part of our support services, or our support staff, as soon as you can;
- f) tell us if you change your contact details, like your phone number or address, as soon as possible;
- g) tell us if your NDIS plan changes or if you stop using the NDIS;
- h) pay **RealTeachers** invoices within 7 days if you are self-managing funding for supports or request your Plan Nominee to do so, and
- i) give us 28 days' notice if you no longer want **RealTeachers** to provide you with support, or if you wish to change or end our Service Agreement.

## 6. PAYMENTS

**RealTeachers** will seek payment within 7 days for the invoices we have provided to you.

Select which one or more of the following paragraphs applies by ticking the relevant box(es) and inserting the name as appropriate.

- You have nominated the **NDIA** to manage the funding for supports provided under this Service Agreement. After providing those supports, **RealTeachers** will claim payment for those supports from the NDIA.

AND/OR

- You have chosen to **self-manage** the funding for some or all your NDIS supports provided under this Service Agreement. **RealTeachers** will provide you with an invoice for the supports we have provided you. You agree to pay **RealTeachers** invoices by [cheque/ cash / EFT] within 7 days of receiving the invoice.

OR

- Your **Plan Nominee** [insert name of Plan nominee] manages the funding for NDIS supports provided under this Service Agreement. After providing those supports, **RealTeachers** will send your Nominee an invoice for payment (contact details in Section 12). Your Nominee will pay the invoice by [cash / cheque / EFT] within 7 days of receiving the invoice.

OR

- Your **Plan Management Provider**, [insert name of registered Plan Management Provider] manages the funding for NDIS supports provided under this Service Agreement. After providing those supports, **RealTeachers** will send your Plan Management Provider an invoice for payment (contact details in Section 12). Your Nominee will pay the invoice by [cash / cheque / EFT] within 7 days of receiving the invoice

AND

**RealTeachers** will seek payment for any additional supports we have provided or expenses incurred that are not funded on your NDIS plan. You agree expenses will be invoiced to you, your Plan Nominee or your Plan Management Provider and will be paid by [cheque/ cash / EFT] within 7 days of receiving the invoice.

### Establishment Fee

**RealTeachers** doesn't charge establishment fee, only charge the trail service fee as \$200 per new NDIS participants in their first plan.

### Travel and Transport

**RealTeachers** may claim travel costs against your NDIS Plan to provide your service, however this must be with your agreement. Any transport costs to be claimed as part of your services will be clearly specified.

When providing community access supports, **RealTeachers** may claim the cost of time spent accompanying and/or transporting you to in the community. If we incur costs, in addition to the cost of a worker's time, when accompanying you in the community (e.g. the cost of a ticket for public transport), **RealTeachers** may negotiate with you for you to make a reasonable contribution towards these costs.

### **Temporary Transformation Payment**

**RealTeachers** is entitled to use the Temporary Transformation Payment (TTP) support items (and price limits) where we provide you with attendant care or community participation supports as we are compliant with the TTP terms specified by the NDIA.

## **7. CHANGES TO THIS SERVICE AGREEMENT**

If significant changes to the supports we provide are required, the parties agree to discuss the changes and review the Schedule of Supports and if necessary, amend this Service Agreement. However, if changes are made to the Schedule of Supports that have an impact on the budget or service delivery arrangements, a change to this Service Agreement may be required.

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 the other party one month's (or 28 days) notice.

The Service Agreement may be terminated as a result of a failure to pay for services provided or expenses incurred. If you fail to pay **RealTeachers** invoices for supports and expenses that you have previously agreed to pay, you will receive a reminder. If payment is not made by the due date, we will contact you to discuss the problem and see if we can resolve the matter (for example, by establishing a direct debit payment plan). If invoices remain unpaid after 60 days, or an agreed payment plan is not established, this may result in the Service Agreement being terminated.

**RealTeachers** reserves the right to terminate or withdraw supports under the following conditions:

- a. You carry out an illegal activity within a Supported Independent Living or Short Term Accommodation home or organisational facility, which may include (but is not limited to) theft or damage of property, and use of alcohol or illicit drugs on the premises;
- b. You have not paid the Service Payment and do not pay these amounts within 60 days of receiving an overdue notice;
- c. You cease to be a Participant in the NDIS;
- d. If we are unable to continue to support you without serious risk of harm to yourself, other people or staff or a breach of our workplace health and safety obligations.

## **9. CANCELLATION OF SUPPORTS**

**RealTeachers'** Cancellation Policy complies with all applicable laws (e.g. the Australian Consumer Law) and is consistent with the NDIS Price Guide.

**RealTeachers** expects you (or someone on your behalf) to give **RealTeachers** reasonable notice that services are no longer required or that you are unable to keep a scheduled appointment. If notice is not provided or you fail to attend a scheduled service, this may result in you being charged 100% of the applicable fee for the booked service.

Please note, where you attend for only part of the scheduled service, without providing advance notice, payment for the entire scheduled service may be charged. This fee will not exceed the price of the service we have specified in our Schedule of Supports. **RealTeachers** will use its discretion in charging a fee.

In circumstances where you do not attend a scheduled service or provide advance notice to **RealTeachers** to cancel the appointment (referred to as “no show”), **RealTeachers** will make every effort to contact you to determine if there is a problem and see if we can assist. If you are simply running late, **RealTeachers** may need to reschedule the appointment if it means another Participant would be impacted by that delay.

If **RealTeachers** has to cancel a service, 48-hour advance notice will be provided where possible and the service will be rescheduled. **RealTeachers** acknowledges that there can be circumstances that are beyond **RealTeachers'** or your control which mean 48 hours' notice cannot be provided.

A cancellation is a short notice cancellation if the participant:

- Does not show up for a scheduled support within a reasonable time, or is not present at the agreed place and within a reasonable time when the provider is travelling to deliver the support; or
- Has given less than seven (7) clear days' notice for a support.

Under these circumstances we may charge 100% of the agreed fee associated with the activity.

### AUDITS UNDER THE NDIS COMMISSION

As part of the requirements of the NDIS Practice Standards and continued registration, we must undertake an external audit periodically. As part of this audit, your views on our services are valued and important. Unless you opt-out, you will automatically be included in the audit process for **RealTeachers**.

If you wish to opt-out of this process, please tick here:

OPT OUT OF AUDIT PROCESS

## 10. FEEDBACK, COMPLAINTS & DISPUTES

**RealTeachers** encourages you to give us feedback on any aspect of the support we provide. We would like you to let us know if you are happy with our support or unhappy.

If you wish to give us **feedback or make a complaint**, you can contact the **Customer Service Officer** by email, telephone, writing a letter or making a time to meet in person.

Telephone: 0433 489 486

Email: [info@realteachers.com](mailto:info@realteachers.com)

**If you are not satisfied** with our response you can **request a meeting** to discuss the matter further with the Director or their delegate on the details above.

**If you are still not satisfied** with the outcome of this process, you can contact the NDIS Quality and Safeguards Commission by phone or visit their website for further information. You can also lodge a complaint directly with the NDIS Commission.

[www.ndiscommission.gov.au](http://www.ndiscommission.gov.au)

Telephone: 1800 035 544

## 11. 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 your NDIS plan currently in effect under section 37 of the NDIS Act;
- Your NDIS plan is expected to remain in effect during the period the supports are provided, and
- You or your representative will immediately notify **RealTeachers** if your NDIS plan is replaced by a new plan or you stop being a participant in the NDIS.

## 12. CONTACT DETAILS

### Participant's contact details:

<b>Phone (landline):</b>	
<b>Mobile:</b>	
<b>Email:</b>	
<b>Address:</b>	
<b>Alternative contact person:</b>	
<b>Alternative person's contact number:</b>	

### Participant representative's (Plan Nominee or Plan Management Provider) contact details:

<b>Name:</b>	
<b>Phone (landline):</b>	
<b>Mobile:</b>	
<b>Email:</b>	
<b>Billing Address:</b>	
<b>Alternative contact person:</b>	
<b>Alternative person's contact number:</b>	

### Provider's contact details:

<b>Contact Person:</b>	
<b>Phone (business hours):</b>	
<b>Mobile:</b>	
<b>Email:</b>	
<b>Address:</b>	



**13. AGREEMENT SIGNATURES**

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

**Participant / Participant's representative:**

.....  
*Signature*

.....  
*Name*

I confirm that I have received a copy of the Service Agreement

OR

I have opted not to receive a copy of the Service Agreement for the reasons below:

.....

Date: .....

**Authorised person from RealTeachers (the Provider):**

.....  
*Signature*

.....  
*Name*

Date: .....

**14. COPY OF PARTICIPANTS NDIS PLAN**

Attach a copy of the participant's NDIS plan.

**15. CLIENT CONSENT FORM**

Attach the signed Consent form.

## 16. DEFINITION OF TERMS

This is what we mean by the following terms:

<b>NDIS</b>	The National Disability Insurance Scheme is a new way of providing support for people with disability, their families and carers in Australia. The NDIS provides funding to Participants to purchase a range of supports aimed at increasing their independence, inclusion, and social and economic participation.
<b>NDIA</b>	The National Disability Insurance Agency is the government agency that administers or manages the NDIS.
<b>Participant (or NDIS participant)</b>	A Participant is a person who has been assessed by the NDIA as being eligible for the NDIS and is then registered as a NDIS Participant. For this purposes of this Agreement, the Participant has an approved NDIS plan for which funding has been allocated to purchase 'reasonable and necessary' supports.
<b>Participant's NDIS Number</b>	Once a Participant has been registered with the NDIS, they are assigned a Participant Number. This number is a reference number that is used by the NDIA, the Participant and Providers in relation to the Participant's plan, their supports or their payments.
<b>NDIS Plan</b>	The NDIS Plan is an approved plan agreed to between the NDIA and the Participant. It specifies the 'reasonable and necessary' supports that the NDIA has agreed to pay for and the budget that has been allocated for those supports. It also specifies the Participant's Goals for the things they most want to change or achieve in their Plan.
<b>Plan Nominee</b>	A Plan nominee is a person (friend, carer, family member, who can manage the Participant's funding for their NDIS supports and help them make other decisions. A Plan Nominee can be the participant's representative and enter into the Agreement for you.
<b>Plan Management Provider</b>	The Plan Management Provider is an authorised person or entity responsible for managing the Participant's funding for NDIS supports. They must be registered with the NDIA as the Participant's Plan Management Provider. They can also be a participant's representative.
<b>Provider</b>	For this Service Agreement, the Provider is <b>RealTeachers</b> . There may be other Providers who also have an agreement with the Participant to provide supports funded by the NDIS in the Participant's Plan.
<b>Supports</b>	Supports are the types of services or assistance identified in a NDIS Plan that a Participant can purchase out of their NDIS budget. There are three Support Purposes – Core, Capital or Capacity Building. They include a range of supports that enable a Participant to work towards their goals and build their independence and skills.
<b>Goals</b>	Goals are the most important things the Participant wants to change or achieve over the next few years. The NDIS Plan and budget should be linked to these goals. The Supports that the Participant purchases with that funding should be aimed at helping them achieve their goals.
<b>Support Worker</b>	A Support Worker is an employee of <b>RealTeachers</b> who has been scheduled to provide a particular type of support/s to the Participant, as per the Schedule of Supports attached to this Service Agreement. The Support

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	Worker will have the appropriate skills and/or qualifications required to provide that particular support type.
<b>Schedule of Supports</b>	A schedule is attached to the Service Agreement that specifies the type of support to be provided, the purpose of that support, the duration, frequency, location and timeframe (e.g. day/time) the support is provided.
<b>NDIS Price Guide</b>	The NDIS Price Guide specifies the pricing and associated arrangements that service providers should use when providing or billing for services. It also gives a brief description for each support item and includes a reference number that must be used for billing.
<b>Myplace – NDIS website</b>	This is a link or place on the NDIS website (called a Portal) where Participants and Providers can access information about their Plan or their Supports, including making Service Bookings or payments for the supports provided.
<b>Service Bookings</b>	Making a Service Booking is like making an appointment. It can be made by either the Participant or the Provider. The appointment is made on the NDIS website, through the <i>myplace</i> portal and includes information about the type of support required and the length of time the service is required for. Both parties must accept the booking on the portal. Once the service has been provided, it can then be charged for.
<b>Transport</b>	Transport is when a Participant travels in a vehicle that is owned/maintained by <b>RealTeachers</b> or a Support Worker during a Support service. Costs for providing transport are not included in the Support price and incur a separate charge. Transport costs must be agreed to by the Participant before they are incurred. Transport does not include provider travel by the Support Worker.
<b>Cancellation</b>	<p>Cancellation occurs when a scheduled service is not provided or is unable to be received. Advance notice for cancelling a scheduled service must be given to <b>RealTeachers</b> by the Participant (or someone on their behalf) in order to avoid fees.</p> <p>In the event that a service (full or partial) is not required or is unable to be received, the following cancellation categories apply, which determine whether or not a fee will be charged. (Refer to Cancellation Policy, section 9.)</p> <ul style="list-style-type: none"> <li>• Short notice: less than 7 business days' advance notice is provided.</li> <li>• Reasonable notice: 7 business days or more notice is provided.</li> <li>• No notice (No Show): where a Participant does not attend a scheduled service, or is not at the agreed location at the agreed time for the scheduled service and provides no advance notice.</li> </ul>
<b>Conflict of interest</b>	A potential conflict can arise if <b>RealTeachers</b> is both a provider of coordination of support and other disability supports. <b>RealTeachers</b> has a Conflict of Interest policy in place to ensure that this is appropriately managed. <b>RealTeachers</b> will ensure the Participant is fully informed in these circumstances and can exercise choice and control.

**17. SCHEDULE OF SUPPORTS**

Support Summary Statement			
Client Name:	NDIS No:	D.O.B:	Duration of Supports:

NDIS Line Item No.	Description	Schedule Time/Date	Item Price	UOM	Quantity	Total Cost
					Overall Cost:	

Additional Support Requirements:	
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Comments:	
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**18. SCHEDULE OF SUPPORTS - AMENDMENTS**

<b>Review and Amendment Sheet</b>			
Client Name:		NDIS No:	

Date of Review or Amendment	NDIS Line Item No.	Description of Amendment/Service	Unit Price	Total Cost	Client Signature	RealTeachers Representative Signature

Comments:	
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## **19. INDIVIDUAL EMERGENCY AND DISASTER MANAGEMENT PLAN**

If an emergency or disaster occurs, RealTeachers will do the following:

- Contact you to advise of the emergency/ disaster
- Check on your immediate safety, and link you with immediate supports if needed
- Tell you if the emergency/ disaster may change the supports you receive
- Offer you alternative options for accessing support:
  - Send a different worker if your usual worker is not able to come
  - Change your in person appointment to a phone or video appointment
  - Change the location of the appointment if the usual place has been affected by the emergency/ disaster
  - Change the time/ date of the appointment
- RealTeachers will ensure that all services you receive follow recommended guidelines regarding infection control/ prevention, social distancing, and other recommended emergency/ disaster management guidelines
- RealTeachers will keep you updated on how the emergency/ disaster is affecting services, and when we expect services to return to normal
- Other arrangements - please specify: