



SERVICE AGREEMENT



73 Figtree Bvd,
Wadalba NSW 2259



(02) 4307 7910



admin@addworthpartners.com



www.addworthpartners.com

SERVICE AGREEMENT

NOTE: To sign up with addWorth please fill out the details below, sign the last page and return by email at admin@addworthpartners.com or mail it to: PO Box 295, Wyong NSW 2259.

You can also sign up online at www.addworthpartners.com.

If you have any questions in relation to this form, please call us on (02) 4307 7910.

This agreement is dated

between

NDIS Registered Service Provider addWorth Partners Pty Ltd "addWorth"

and

"Participant" *This is the NDIS Participant who will receive the services (See Schedule for more detail)*

First Name

Last Name

"the Parties"

1. AGREEMENT

In consideration of NDIS paying AddWorth the Agreement Pricing, AddWorth agrees to provide to the Participant the obligations and duties described in this Agreement for the plan period or until cancellation of this Agreement.

This Agreement is made for the purpose of providing supports as Plan Manager under the Participant's NDIS plan in accordance with the NDIS Act 2013.

The parties agree that this 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 a 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.

The Participant acknowledges and agrees that AddWorth may employ staff to assist it in the carrying out of this Agreement.

2. RESPONSIBILITIES OF ADDWORTH

During the Plan Period, AddWorth agrees to:

- a) Provide services under Improve Life Choices as your Plan Manager/Financial Intermediary to the amount funded by your plan, including all NDIS price changes for the duration of the Agreement
- b) Provide services in a manner consistent with all relevant laws, including the NDIS Act, the NDIS rules, the National Privacy Principles and the Australian Consumer Law.
- c) Offer a regular service of paying Service Provider invoices and/or reimbursements which meet the reasonable and necessary criteria and is within the allocated budget in accordance to section 33(2) and 37 of the National Disability Insurance Scheme Act 2013.
- d) Keep accurate and up to date records of all addWorth services provided under this Agreement.
- e) Provide to the Participant and / or the Participant's Parent, Guardian or Authorised Person access to information in respect of amounts claimed and remaining balances for addWorth and Support Services.
- f) Make contact with NDIA about your plan when necessary.
- g) Communicate openly and honestly in a timely manner.
- h) Treat the Participant with courtesy and respect.
- i) Consult the Participant if there is a noticeable breach of contract of external supports invoices.
- j) Listen to the Participant's feedback and resolve problems quickly. *See Clause 12.*
- k) Give the Participant the required notice if addWorth needs to end this Agreement. *See Clause 11.*
- l) Protect the Participant's privacy and confidential information

3. RESPONSIBILITIES OF PARTICIPANT

During the Plan Period, the Participant and / or the Participant's Parent, Guardian or Authorised Person agree to:

- a) Inform AddWorth about how the services to be delivered to meet the Participant's needs for invoicing purposes only, complying with AddWorth's processes.
- b) Agree that AddWorth will access the NDIS funding and pay your Service providers and other Support Services on your behalf.
- c) Ensure services and products purchased are reasonable and necessary as defined by the NDIA. Refer to the NDIA if you require assistance. As purchases and services must be specific to each Participants disability and AddWorth does not collect information relating to Participants disabilities, we are not responsible for defining reasonable and necessary for each Participant and / or their supports or purchase(s).
- d) Sign and agree to your own Service Agreements with Service Providers.
- e) Agree to AddWorth discussing your NDIS Plan with the NDIA and its contractors for example, Local Area Coordinators, Support Coordinators, also with Service Providers and Other Support Services

for services that have been or will be delivered by them. You agree to your parent, guardian or authorised representative receiving information regarding your plan or budget (if required).

- f) Ensure that any Services which are engaged are still active for NDIS funding and Plan parameters have not changed.
- g) Take responsibility to communicate to AddWorth any suspension of, change, or intention to seek a change to your Service Providers. Any such changes are to be in accordance with the Service Agreement with your Service Providers.
- h) Treat AddWorth and its staff with courtesy and respect.
- i) Provide AddWorth with the required notice if the Participant needs to end this Agreement. See *clause 11*.
- j) Advise AddWorth immediately if the Participant's NDIS plan is suspended or replaced by a new NDIS plan or the Participant stops being a Participant of the NDIS.
- k) Participant's and/or the Participant's Parent, Guardian or Authorised Person must monitor their NDIS allocated funds and Provider Service Agreements to ensure that you are agreeing to maintain the budget provided by the NDIS. If Participants have exhausted their NDIS funds, then it is the responsibility of the Participant to pay or make payment arrangements with the Service Provider of which they engaged the services directly. It is not the responsibility of AddWorth to pay providers if the Participant's NDIS allocated funding is exhausted.
- l) Participant's and/or the Participant's Parent, Guardian or Authorised Person must ensure that all provider tax invoices are assigned to the Participant. If Service Providers raise tax invoices to AddWorth for Services accepted by the Participant or Participant's Parent, Guardian or Authorised Person and if Participants have exhausted their NDIS funds, then it is the responsibility of the Participant to pay or make payment arrangements with the Service Provider of which they engaged the services directly. It is not the responsibility of AddWorth to pay providers if the Participant's NDIS allocated funding is exhausted.
- m) There are several ways to collect the budget and balances of your funding throughout each plan period. By logging into your AddWorth portal for funds balances, or access the MyGov portal for update budgets, view the statements which AddWorth sends to you each month or contact your Local Area Coordinator or NDIS on 1800 800 110 to ensure you are within the allocations of funds delivered in the Plan to prevent over spending NDIS funds stated amounts in individual plans. NDIS may not fund for over servicing and AddWorth is not liable to pay for services delivered to Participants under any circumstances.
- n) You agree that all meetings are made by appointment only. Visit www.addworthpartners.com to book your appointment.
- o) In the event of an audit that your records be reviewed by NDIA or any third parties or legislative bodies
- p) In the event that a Participant pays their own invoice from personal funds and it was for a service which is covered by the Participant's NDIS Plan, and there is a balance available from the Participant's funds balance, the Participant may apply to AddWorth for a reimbursement. Any application for reimbursement must be in writing and contain the following:
 - A copy of the paid invoice;
 - A copy of the receipt from the provider acknowledging payment;
 - Full details of the Participant's bank account for the reimbursement to go into; and
 - It is the responsibility of the Participant to ensure correct bank details are provided for reimbursement, if not then it is the responsibility of the Participant to retrieve the funds; and
 - Any other reasonable request of AddWorth.

If all of the above information is not provided with the application for reimbursement, the invoice will be considered paid and no reimbursement necessary.

In the event that a service rate exceeds the NDIS price guide rates, it is the Participants responsibility to pay the outstanding gap from personal funds and AddWorth is not responsible for paying gap payments.

4. DURATION OF AGREEMENT TERM

The parties agree that AddWorth must carry out and perform its obligations under this Agreement for the plan period or Agreement termination, whichever comes first as per your selection in this Agreement.

Option 1: Your services with AddWorth will continue for the period of this plan and all future plans until either AddWorth, the Participant or their Parent, Guardian or Authorised Person terminates the Agreement. Termination must be carried out in the accordance with this Agreement and clause 11.

OR

Option 2: Sign up with AddWorth for this plan only and this Agreement will automatically expire on the last day of the Plan Period. This will include plan extensions implemented by NDIS. This is in accordance with the NDIS portal as it may be different from the plan NDIS have provided you. Following this plan and Agreement period, to continue with AddWorth a new signed service Agreement is required.

5. PAYMENTS UNDER THIS AGREEMENT

NDIS will pay our Plan Management Services and the funds are allocated under the Support Category Improved Life Choices. The Agreement pricing is as per respective NDIS Price Guide.

Payments will be made on your behalf, if:

- a) NDIA Portal accepts the claims for the services delivered; and
- b) The support services meet the reasonable and necessary guidelines defined by the NDIA.

6. PAYMENTS TO SERVICE PROVIDERS

Service Providers will invoice for Services provided and agreed to by the Participant and/ or the Participants Parent, Guardian or Authorised Person and AddWorth will process the claim and attend to the payment of the Service Provider invoice in due course provided:

- a) You have not exhausted your NDIS funds allocation; and
- b) The Service that was provided to the Participant is authorised and funded by the NDIA. This may include authorisations to be provided in writing; and
- c) The Service has been provided to the Participant; and
- d) A valid tax invoice (that is complaint with the ATO and NDIS) has been provided by the Service Provider
- e) Satisfaction of any other reasonable condition imposed by AddWorth, NDIA or the Australian Taxation Office.

AddWorth will not accept and does not take any financial liability or risk in performing this service for the Participant, particularly if the Participants NDIS funds allocation has been exhausted or the Service is not funded by the NDIA.

In the event that a payment request is approved and paid, and at a later date NDIS/NDIA deem the item is not reasonable and necessary, then it is the responsibility of the Participant to make arrangements with the agency regarding funds return and it is not the responsibility of AddWorth .

7. LIMITATION OF LIABILITY

The Participant agrees that the liability of AddWorth, if any, to the Participant or any other person who may make a claim under this Agreement is limited, to the extent permissible by any law or regulation to the amount of the fees which are paid to AddWorth for the administration of the plan that is the subject of this Agreement.

8. NO ASSIGNMENT

This Agreement is personal to AddWorth, the Participant and/or the Participant's Parent, Guardian or Authorised Person. This Agreement may not be assigned.

9. SUBCONTRACTING

AddWorth may engage subcontractors or subcontract any of its obligations under this Agreement without the prior written consent of the Participant and/or the Participants Parent, Guardian or Authorised Person. In situations where AddWorth have engaged a subcontractor, AddWorth remains wholly responsible for the acts or omissions of the subcontractor.

10. AMENDMENT TO THE AGREEMENT

Any amendment to this Agreement must be made in writing, dated and signed by all of the Parties to the original Agreement.

11. TERMINATION

- a) This Agreement may be terminated by either party for any reason upon 14 days written notice being provided to the other party. Any such termination notice must state the date that the termination is effective.
- b) Either party may terminate this Agreement with immediate effect if the other party/ parties to this Agreement seriously breach this Agreement. For the sake of clarity, a serious breach includes, but is not limited to, a breach or failure to adhere to any of the respective responsibilities contained in clauses 2 and 3.

12. DISPUTE RESOLUTION

If a dispute arises, the party claiming that a dispute has arisen must give 14 days notice to the other party setting out the dispute and seeking discussion and compromise to resolve the dispute.

A copy of the full dispute policy may be requested from AddWorth at any time.

13. NOTICES

A notice or other communication under this Agreement must be in writing and delivered in one of the following ways:

- a) Delivered personally by hand; or
- b) Posted to the other party; or
- c) Sent by email;
- d) Using the contact details provided in the Schedule.

14. RELATIONSHIP OF THE PARTIES

The Parties acknowledge that this Agreement is intended as a contract of service and not any other relationship and, in particular, not the relationship of employer and employee, principal and agent or the relationship of partnership.

15. 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 reasonable and necessary supports, under subsection 33(2) of the *National Disability Insurance Scheme Act 2013* (NDIS Act), in a Participant's NDIS plan which is currently in effect under section 37 of the NDIS Act and parties confirm AddWorth services are within these guidelines as stated in this Agreement
- If GST is payable on services provided to the Participant by registered or non-registered providers then it will be funded by the Participant's NDIS plan

16. INTERPRETATION

This Agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this Agreement:

- a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or Agreements also mean those documents or Agreements as changed, novated or replaced, and words denoting one gender include all genders;
- c) Grammatical forms of defined words or phrases have corresponding meanings;

- d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;
- e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- g) References to a party are intended to bind their executors, administrators and permitted transferees; and
- h) Obligations under this Agreement affecting more than one party bind them jointly and each of them severally.

17. DEFINITIONS

Agreement means this document and any Schedules or annexures thereto.

AddWorth Partners Pty Ltd
ABN 59 650 873 117
Email admin@addworthpartners.com

Address PO BOX 295, Wyong NSW 2259
Phone (02) 4307 7910
NDIS Provider Number 431906701

NDIS means the National Disability Insurance Scheme as established by the National Disability Insurance Scheme Act 2013 (Cth) or its successor legislation.

NDIS Act means the National Disability Insurance Scheme Act 2013. NDIA means the National Disability Insurance Agency.

Other Support Services means services provided by Service Providers under Service Agreements or by third parties who are Service Providers but do not provide services under Service Agreements.

Participant means the person set out on page 8 of this Agreement.

Participant's Parent, Guardian or Authorised Person means the person set out on the schedule of this Agreement. Plan means the plan developed with the Participant or on the Participant's behalf by the NDIA or their delegate.

Plan Period means the time frame set out in the schedule of this Agreement. The NDIA may review a Plan or Plan Period at any time which means that the current Plan and Plan Period is terminated and a new plan may be created resulting in a new plan period.

Service Agreement means an Agreement to engage a Service Provider for the provision of services which are approved under the NDIS.

Service Provider means the provider of the services the Participant has engaged. Note: not all Service Providers provide services under Service Agreements and not all Service Providers provide services which are approved under the NDIS.

Supports means services delivered within the Terms of Business and guidelines of NDIA and NDIS

Privacy

AddWorth is committed to protecting the privacy and the rights of individuals with whom it deals.

What is personal information?

Personal information is defined in the Privacy Act 1988 (Cth).

Generally, it is information or an opinion from which your identity is apparent or can be reasonably ascertained. This may include your name, address, telephone number, email address, profession or occupation.

What is sensitive information?

It may include an opinion about an individual's, racial or ethnic origin, political opinions or associations and religious or philosophical beliefs health or genetic information.

In signing this Agreement, you consent to AddWorth using and disclosing your Personal and Sensitive Information for the following purposes:

- To assist AddWorth carry out its obligations provided to you under this Agreement.
- Administration and operations such as accounting, record keeping, statistics analysis, planning systems development and staff training.
- Marketing including direct marketing, planning, marketing research, surveys and sending you information about new services we can provide you.
- Other purposes as may be permitted or required under the National Privacy Principles.
- Disclosing, only for the purpose set out above, your Personal and Sensitive Information to our employees, related bodies, corporate agents, contractors, service providers, health providers, financial institutions, payment system operators, persons acting on your behalf, regulatory bodies, law enforcement agencies and government agencies.

You acknowledge that:

- Our ability to provide you with Financial and Service Intermediary/Plan Management may be restricted if all or some of your Personal or Sensitive Information is not collected by us.

18. COMPLAINTS AND FEEDBACK

If a Participant wishes to give any feedback, positive or negative, is not happy with the provision of supports and wishes to make a complaint, please leave a feedback submission on our website at www.addworthpartners.com or email: admin@addworthpartners.com attention: Aimee Braun and we will attempt to resolve this matter as quickly as possible.

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, visiting one of their offices in person, or visiting ndis.gov.au for further information.

19. GENERAL ADVICE

Any advice given by AddWorth outside of plan management advice shall be considered general in nature. AddWorth information is provided in good faith, to the best of our knowledge and is considered to be correct at the time of communication, however, changes may affect this accuracy therefore AddWorth gives no assurance as to the accuracy of any information or advice given.

20. EXECUTION

The Parties agree that this document may be executed and dated electronically utilising any software or program determined by AddWorth in its absolute discretion, including scan and email. The fact that there is no ink signed version of this Agreement does not make it invalid or unenforceable.

SCHEDULE

Name(s)*			
Last Name*			
Address*			
NDIS Reference Number*			
Date of Birth*			
Mobile Number		Landline	()
Email*			
Plan Period	This service agreement will automatically renew. I understand this Agreement will cover all plans going forward, starting from: ____ / ____ / ____		

PARENT, GUARDIAN OR AUTHORISED REPRESENTATIVE DETAILS (IF REQUIRED)

- Parent**
I am the parent of the Participant who is under 18 years of age
- Guardian**
I am the guardian of the Participant & authorised to make decisions on their behalf.
- Authorised Representative**
I am the Authorised Representative of the Participant & authorised to make decisions on their behalf.

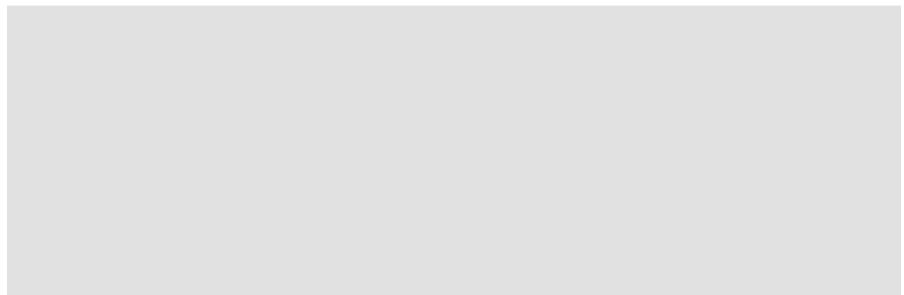
Name(s)*			
Last Name*			
Address*			
Mobile Number		Landline	()
Email*			

SIGNED AS AN AGREEMENT

I/We, the Participant and/or the Participant’s Parent, Guardian or Authorised Person agree and accept by the signing hereof the terms of this Agreement and acknowledge that I/We have had the opportunity to obtain independent advice in relation thereto.

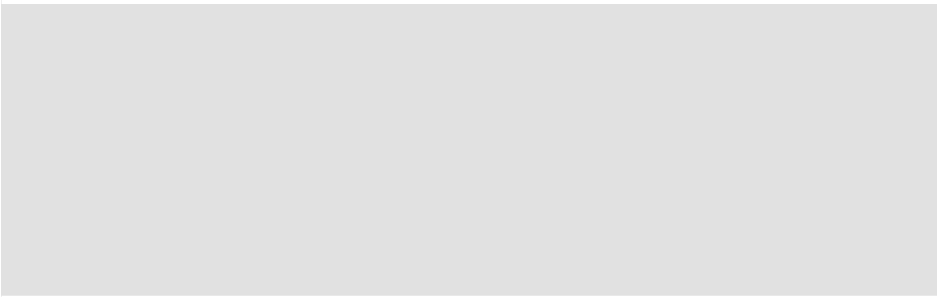
I/We warrant that we have the mental capacity to understand this Agreement and that by signing this Agreement it becomes binding on Me/Us. If the Participant’s Parent, Guardian or Authorised Person is accepting this Agreement on behalf of the Participant, the Participant’s Parent, Guardian or Authorised Person warrants that he/she has the power and authority to do so and understands that AddWorth relies on this Warranty in providing the services under the Agreement.

SIGNED BY THE PARTICIPANT



Signature of the Participant (any person over the age of 18) I am the Participant responsible for my own plan

**SIGNED BY THE PARTICIPANTS
PARENT OR GUARDIAN OR
AUTHORISED REPRESENTATIVE**



Signature of Participant's Parent, Guardian or Authorised Person (any person over the age of 18 who is not the Participant)

**SIGNED BY
ADDWORTH PARTNERS**

