



SERVICE AGREEMENT

Table of Contents

1. Definitions	3
2. Purpose and Scope	5
3. Commencement and Duration.....	6
4. Binding Nature.....	7
5. Schedule of Supports.....	7
6. Claiming for Non-Direct Services: Non-Face-to-Face Support Provision	8
7. Claiming for Travel.....	8
8. Short Notice Cancellations or No-Shows	9
9. Performance and Standard of Services.....	10
10. Responsibilities of the Client and the Client's Representative.....	11
11. Responsibilities of the Provider.....	12
12. Selection and Monitoring of the Services	13
13. Payments	14
14. Goods and Services Tax (GST).....	16
15. Emergency or Disaster Event.....	17
16. Continuity of Supports.....	17
17. Incident Management	17
18. Termination of Agreement.....	17
19. Renewal.....	18
20. Indemnity and guarantee	18
21. Relationship of the Parties.....	18
22. Confidentiality.....	18
23. Dispute Resolution Process	19
24. Personal Information And Privacy.....	19
25. Authority of the Client's Representative.....	20



26. Risk Assessment 20

27. Variation 20

28. Existing NDIS Service Arrangements 21

29. Governing law and jurisdiction 21

30. Policies and Procedures 21

31. Client Representations And Legislative Requirements 21

SCHEDULE 1 – Client Details 22

SCHEDULE 2 – Schedule of Supports 24

SCHEDULE 3 – Client’s Consent 25

SCHEDULE 4 – Provider Details 26

AGREEMENT SIGNATURES 27



1. Definitions

In this Agreement:

Agreement	Means this Service Agreement.
Business Day	Means a day that is not a Saturday, Sunday, bank holiday, or any state or territory or Australian public holidays.
Claim	Means any action, suit, proceeding or demand of any kind (including against Enablepath Support Services, the Client, a third party, or any of their personnel staff, agents or employees).
Client	Means the person(s) receiving the services and supports from Enablepath Support Services.
Client's Representative	Means the individual who has authority to act on behalf of the participant, a parent or family member who is responsible for the participant's wellbeing.
Complaint	Means an expression of dissatisfaction or concern by the Client, their family, carers, or advocates, regarding the services or supports provided by Enablepath Support Services. This could include issues related to the quality, delivery, or availability of services, the behaviour of Enablepath Support Services staff, or any other aspect of the NDIS service experience. Complaints are taken seriously and are used as a means to improve the overall service delivery and ensure that the rights and well-being of participants are upheld.
Confidential information	Means all information, in whatever form, be it oral, in writing or electronic, concerning the business of Enablepath Support Services or any related entity that is likely to damage the business of Enablepath Support Services or its related entities if disclosed to a third party but does not include information that is in the public domain or was known to the third party.
Dispute Resolution Process	Means the system for management and resolution of complaints about the supports or services provides.
Emergency or Disaster Event	Means one or more of the following events, provided such event is beyond the reasonable control of Enablepath Support Services , including but not limited to; state-wide industrial disputation or other industrial disputation, which in neither case is caused or contributed to by either Party or that Party's employees or agents; flood, storm, fire, thunderstorm asthma, extreme heat, outages and



	<p>disruptions, earthquake, tsunami or other event or a similar act of nature.</p> <p>war, invasion, an act of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection or military or usurped powers, martial law or confiscation by order of any government or public authority;</p> <p>ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by either Party or persons for whom that Party is responsible; or</p> <p>the effects of the COVID-19 pandemic or other pandemics.</p>
GST Law	Means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other related legislation, as amended from time to time.
Incident	Means acts, omissions, events or circumstances that occur in connection with providing supports or services to a person with disability: and that have, or could have, caused harm to a person with disability.
NDIA	Means the National Disability Insurance Agency (NDIA), an independent statutory agency. Their role is to implement the National Disability Insurance Scheme (NDIS), which will support a better life for hundreds of thousands of Australians with a significant and permanent disability and their families and carers.
NDIS	Means the National Disability Insurance Scheme.
NDIS Act	Means the National Disability Insurance Scheme Act 2013 (Cth).
NDIS Plan	Means a plan agreed between the Client and the NDIA, which sets out their goals and needs as the Client, as a NDIS participant, and those supports and resources the NDIA will provide funding for, to help them achieve those goals.
NDIS Price Guide	Means the NDIS Pricing Arrangements and Price Limits, as updated from time to time and published on the NDIS Commission's website.
WHS Act	Means the state or territory Work Health and Safety legislation and any relevant regulations. Workplace Health and Safety (WHS) laws are designed to protect the health, safety and welfare of all workers at work.
Parties	Means Enablepath Support Services and the Client.
Premises	Means the Client's premises or any other service environment.
Privacy Act	Means the Privacy Act 1988 (Cth), any relevant state or territory privacy laws and regulations and the Australian Privacy Principles.



Reportable Incident	Means a certain act or event needs to have happened (or be alleged to have happened) in connection with the provision of supports or services. This includes the death of a person with disability; serious injury of a person with disability; abuse or neglect of a person with disability; unlawful sexual or physical contact with, or assault of, a person with disability; sexual misconduct, committed against, or in the presence of, a person with disability, including grooming of the person with disability for sexual activity; use of a restrictive practice in relation to a person with disability where the use is not in accordance with an authorisation (however described) of a state or territory in relation to the person, or if it is used according to that authorisation but not in accordance with a behaviour support plan for the person with disability.
Schedule of Supports	Means the list of supports agreed upon by both parties.
Services	Means the supports and services that are required by the Client as detailed in the Schedule of Supports.
Staff Member	Means the individual(s) engaged by Enablepath Support Services to undertake the performance of the Services in accordance with this Agreement.
Start Date	Means the date this Agreement shall commence.

2. Purpose and Scope

This Agreement is a formal agreement between Enablepath Support Services and the Client. It helps to ensure there is a shared understanding of:

- Expectations of what supports will be delivered and how they will be delivered; and
- The respective responsibilities and obligations of Enablepath Support Services and the Client and how to resolve any problems that may arise.

This Agreement sets out how and when supports will be delivered. It includes information such as:

- What supports and services Enablepath Support Services has agreed to provide;
- The prices of those supports and services;
- How, when and where the supports and services are provided;
- The duration of the Service Agreement and when and how the Agreement will be reviewed;



- How the Client or Enablepath Support Services may change or end the Service Agreement;
- How any problems or issues that may arise will be handled;
- The Client’s responsibilities under the Service Agreement; and
- Enablepath Support Services responsibilities under the Service Agreement.

Both parties mutually concur that this Agreement is constructed within the framework of the NDIS, an initiative designed to accomplish the following objectives:

- Foster the autonomy and enhance the social and economic involvement of individuals residing with disabilities.
- Empower individuals living with disabilities to exercise choice and control in the pursuit of their personal goals and the planning and delivery of their supports.

All conditions set out in the Service Agreements that are not in line with those included in the NDIS Pricing Arrangements and Price Limits and its associated documents.

3. Commencement and Duration

a) Duration:

This Agreement shall commence on the Start Date and remain in effect until the End Date unless terminated earlier in accordance with the terms of this Agreement.

b) Start Date:

This Agreement takes effect on the date specified in Schedule 1 and remains active as long as the Client continues to receive Services from Enablepath Support Services.

c) Reviews:

Regular reviews may occur to ensure the Agreement continues to meet the Client’s needs and complies with any updates or changes in NDIS requirements.

d) Extension:

The Agreement may be extended if both the Client and Enablepath Support Services mutually agree to prolong the designated End Date. In such cases, the parties must complete the Service Agreement Extension document, which will then be incorporated as an integral part of this Agreement.

e) NDIS Plan Changes:

If the Client’s NDIS Plan ends, is reviewed by the NDIA, or is otherwise terminated early through notice, the date of such termination will be considered the End Date of this



Agreement. Should the NDIA issue a new or reviewed NDIS Plan to the Client, Enablepath Support Services will request that the Client enter into a new Service Agreement.

4. Binding Nature

This Agreement is legally binding on both the Client and the Client's Representative (if applicable). The Client and the Client's Representative (if applicable) are jointly and severally liable for all obligations under this Agreement. This means that the Client's Representative may be held responsible for any payments or obligations owed by the Client under this Agreement.

5. Schedule of Supports

a) Provision of Services:

From the Commencement Date, Enablepath Support Services will deliver the Services as outlined in this Agreement in exchange for the Fees. Enablepath Support Services will invoice the NDIA, the Client, or their Plan Manager (as applicable) for the supports and services provided at the rates specified in Schedule 2.

b) Scope of Services:

The specific services and supports agreed upon between the Client and Enablepath Support Services are documented in Schedule 2.

c) Exclusions:

The Services do not cover additional supports or expenses beyond those listed in Schedule 3. Any such costs, including but not limited to meals, entrance fees, and tickets, are the responsibility of the Client.

d) Rate Adjustments:

If the NDIA revises any rates associated with Impact Allied Health Professional's services, Enablepath Support Services will automatically adjust its fees in line with the NDIS Price Guide. No further action will be required from the Client.

e) Changes to Supports:

If modifications to the supports or their delivery are necessary, both parties agree to discuss and review this Agreement. Any changes to the Schedule of Supports will be documented in writing, signed, and dated by both parties.



e) Additional Charges:

In delivering the Services, the following charges may also apply:

(ii) Report Preparation: For each report required by the NDIA, Enablepath Support Services will allocate up to 3 hours for preparation, billed at the relevant hourly rate. A report is deemed to be NDIA-requested if it is required at the start of a plan to outline objectives and goals, at a plan review to assess functional outcomes against initial goals, or to recommend ongoing needs (whether informal, community, mainstream, or funded supports).

6. Claiming for Non-Direct Services: Non-Face-to-Face Support Provision

Enablepath Support Services may claim from the Client's plan for Non-Face-to-Face delivery of a support item only if all of the following conditions are met:

- **Compliance:** The proposed charges for the activities adhere to the NDIS Price Guide and align with this Agreement.
- **Relevance:** The activities must directly relate to the delivery of a specific disability support item for the Client (excluding general activities such as enrolment, administration, or staff rostering).
- **Transparency:** Enablepath Support Services will explain these activities to the Client, clarifying how they represent the best use of the Client's funds and demonstrating their value.
- **Pre-Approval:** Enablepath Support Services will obtain the Client's agreement in advance.
- **Other Billable Activities:** Research or other capacity-building activities that are specifically linked to a Client's needs and goals may be billable as Non-Face-to-Face supports.
- **Non-Billable Administrative Tasks:** Administrative tasks such as processing NDIS payment claims, which are covered by the overhead component of the NDIS price limits, should not be billed as Non-Face-to-Face supports.

7. Claiming for Travel

(i) Enablepath Support Services can only claim travel costs from a client's plan in relation to the delivery of a support item if all the following conditions are met:

- **Compliance:** The travel charges for the activities comply with the NDIS Price Guide.



- Relevance: The activities are part of delivering a specific disability support item to that Client.
- Face-to-Face Requirement: The support is delivered directly (face-to-face) to the Client.
- Transparency: Enablepath Support Services explains the activities to the client, including why they represent the best use of the client's funds, and clarifies the value of these activities.
- Pre-Approval: Enablepath Support Services has obtained the Client's agreement in advance.
- Employment Agreement Compliance: Enablepath Support Services is required to pay the Staff Member delivering the support for the time spent travelling due to the employment agreement, or if Enablepath Support Services is a sole trader travelling from their usual place of work to or from the Client, or between clients.

(ii) For travel to and from any site or Client premises, Enablepath Support Services will charge as follows:

- MMM1-3 Areas: 30 minutes relevant hourly rate (as outlined in Schedule 2) for each direction travelled
- MMM4-5 Areas: 60 minutes relevant hourly rate (as outlined in Schedule 2) for each direction travelled.

(Note: The relevant MMM classification is based on the location of the client when the support is delivered.)

(iii) Travel – Non-Labour Costs: If Enablepath Support Services incurs additional costs beyond the Staff Member's time when travelling to deliver face-to-face supports to the Client (such as road tolls, parking fees, and vehicle running costs), the Client agrees to pay for these costs as follows:

- Vehicle Owned by Enablepath Support Services or Staff Member: Up to \$0.99 per kilometre
- Other Forms of Transport/Associated Costs: Such as road tolls, parking, public transport fares, up to the full amount

8. Short Notice Cancellations or No-Shows

In cases of Short Notice Cancellations or no-shows, Enablepath Support Services will claim up to 100% of the agreed fee from the Client's plan, subject to the NDIS Price Guide and the terms outlined in this Agreement. However, claims for a Short Notice Cancellation can only be made if the following conditions are met:



(i) Short Notice Cancellation – 2 Clear Business Days

- **Applicability:** This applies to non-Disability Support Worker (DSW) supports when the Client provides less than two (2) clear business days' notice of cancellation. It also applies if the Client fails to show up for a scheduled support within a reasonable time or is not present at the agreed location within a reasonable time when Enablepath Support Services is travelling to deliver the support.
- **Waiver Option:** Enablepath Support Services may choose to waive the short notice cancellation fee at its discretion, particularly if the Client's circumstances warrant it.
- **Unavoidable Cost:** Enablepath Support Services was unable to find alternative billable work for the relevant worker and is required to pay the worker for the time that would have been spent providing the support.
- **Notifications:** Cancellations should be communicated to Enablepath Support Services via email at mameosman1@gmail.com or by calling 0406335676.

(ii) Short Notice Cancellation – 7 Days

- **Applicability:** This applies to Disability Support Worker (DSW) supports when the client provides less than seven (7) days' notice of cancellation. It also applies if the client fails to show up for a scheduled support within a reasonable time or is not present at the agreed location within a reasonable time when Enablepath Support Services is travelling to deliver the support.
- **Unavoidable Cost:** Enablepath Support Services was unable to find alternative billable work for the relevant worker and is required to pay the worker for the time that would have been spent providing the support.
- **Waiver Option:** Enablepath Support Services may choose to waive the short notice cancellation fee at its discretion, particularly if the Client's circumstances warrant it.
- **Notifications:** Cancellations should be communicated to Rosie & Co Play Therapy via email at mameosman1@gmail.com or by calling 0406335676.

(iii) Group Supports

If the Client cancels their attendance in a group session and Enablepath Support Services cannot find another client to take their place, the following applies:

- **Billing:** If all conditions for a Short Notice Cancellation are met, Enablepath Support Services may bill the Client who made the cancellation at the previously agreed rate as though they had attended the session.
- **Other Clients:** All other participants in the group session should be billed as if all Clients had attended, even if one cancels.

9. Performance and Standard of Services



Enablepath Support Services agrees and warrants that:

- It is fully responsible for the execution of this Agreement in accordance with its terms.
- In addition to the obligations outlined in clause 4(b), Enablepath Support Services acknowledges that the NDIS Act is designed to:
 - a) Promote the independence and social and economic participation of people with disabilities.
 - b) Empower people with disabilities to exercise choice and control in the pursuit of their personal goals.
 - c) Support the planning and delivery of individualised supports.
- It will deliver the Services in compliance with the NDIS Act and the NDIS Practice Standards and Quality Indicators.
- This Agreement is governed by Australian Consumer Law.

10. Responsibilities of the Client and the Client's Representative

The Client agrees to the following responsibilities without limiting any other clauses in this Agreement:

- **Communication:** Clearly specify how supports should be delivered to meet their needs and maintain an open dialogue with Enablepath Support Services regarding the provision of Services.
- **Respect:** Treat Enablepath Support Services staff members (including employees, contractors, managers, volunteers, and agents) with courtesy and respect.
- **Dispute Resolution:** Adhere to the Dispute Resolution Process for any issues arising under this Agreement before escalating the matter.
- **Notification of Changes:** Inform Enablepath Support Services of any changes in circumstances that may impact their ability to deliver Services or any relevant Staff Member's capacity.
- **Support Delivery Preferences:** Communicate preferences for how supports should be delivered.
- **Personal Details:** Notify Enablepath Support Services of any changes to personal details (e.g., contact number, address).
- **Other Supports:** Advise Enablepath Support Services if receiving other supports or services from different providers.
- **Payment:** Ensure sufficient funds are available for services booked and provided. The Client is responsible for payment if Enablepath Support Services cannot claim due to insufficient funds.
- **Environment:** Provide a safe, smoke-free environment for Enablepath Support Services's Staff Member when delivering Services.



- Risk Concerns: Discuss concerns regarding risks associated with achieving the Client’s goals.
- NDIS Plan Changes: Inform Enablepath Support Services immediately if their NDIS Plan is suspended, replaced, or if they cease to be an NDIS Participant.
- Disclosure of Information: Consent to Enablepath Support Services disclosing personal information to third parties for NDIS Plan implementation, in line with Impact Allied Health Professional’s Privacy and Confidentiality Policy.
- Regulatory Reviews: If required for regulatory or auditing purposes and with written consent, allow Enablepath Support Services to discuss services and review records with relevant third parties, including the NDIA, NDIS Approved Quality Auditor, or external auditor.
- Cancellation Policy: Adhere to the cancellation policy outlined in the 'Cancellations' section.
- Document Receipt: Accept electronic delivery of documents and updates, with the option to opt-out by contacting Enablepath Support Services.
- Marketing Materials: Receive direct marketing material from Enablepath Support Services, with the option to opt-out by contacting Enablepath Support Services.
- Policy Requests: Request copies of Enablepath Support Services's policies and procedures if needed.
- Termination Notice: Provide required notice if terminating the Service Agreement (refer to ‘Termination of Agreement’ for details).
- Access to Premises: Provide and their staff with access to the Premises for service delivery, notify them of any risks or restrictions, and ensure the Premises are safe and defect-free Enablepath Support Services
- Notification Requirement: When requesting in-person services, promptly inform if they or a household member are unwell, have contracted or been exposed to COVID-19 or any infectious disease, need to self-isolate, or have recently travelled. In such cases, Enablepath Support Services will discuss alternative service delivery options to ensure continued support.

11.Responsibilities of the Provider

Enablepath Support Services is dedicated to delivering the Services outlined in Schedule 2 and agrees to:

- Communication: Communicate openly, honestly, and in a timely manner.
- Respect: Treat the Client with courtesy and respect.
- Support Reviews: Performing regular support reviews with the Client at least quarterly to ensure the effectiveness and relevance of the services provided.
- Alignment with Client Needs: Providing supports in accordance with the Client’s requirements and within the agreed timeframes, based on mutual agreement.



- **Transparent Communication:** Ensuring open, honest, and timely communication with the Client.
- **Flexibility and Choice:** Provide flexible supports within the constraints of fees, enhancing Client choice, control, and quality of life.
- **Consultation:** Involve the Client in decisions about how supports are provided.
- **Rights Information:** Inform the Client of their rights regarding service delivery.
- **Privacy:** Protect the Client's privacy and confidential information.
- **Compliance:** Provide supports in accordance with relevant laws, including the National Disability Insurance Scheme Act 2013, associated rules, and Australian Consumer Law.
- **Record Keeping:** Maintain accurate records of the supports provided.
- **Qualifications and Training:** Ensure staff members hold relevant qualifications, complete requisite training, and undergo all pre-employment checks as required by the NDIS, as well as relevant legislation and regulations.
- **Policies and Procedures:** Maintain comprehensive policies and procedures consistent with current relevant legislation and regulations.
- **Problem Resolution:** Promptly acknowledge and address the Client's feedback, ensuring swift resolution of issues.
- **Safeguarding:** Safeguard the confidentiality and privacy of the Client's information.
- **Advocate Facilitation:** Facilitate arrangements for the Client's Advocate (as defined under the NDIS) if the Client needs independent support with a complaint or incident.
- **Information on Complaints:** Provide information on managing complaints or disagreements with providers, including cancellation policies if relevant.
- **Support Review:** Regularly review support provision as the Client's needs or requirements change.
- **Termination Notice:** Provide required notice if Enablepath Support Services needs to end the Service Agreement (refer to 'Termination of Agreement' for details).

12. Selection and Monitoring of the Services

To ensure the Client's safety, well-being, and satisfaction with the Services provided, Enablepath Support Services will implement the following measures:

(i) Selection of Staff Member

- **Initial Assessment Meeting:** Before commencing Services under this Agreement, Enablepath Support Services will arrange an initial assessment meeting between the Client and the relevant Staff Member. This meeting aims to evaluate the Staff Member's suitability for the Client's specific needs and identify any potential risks.



(ii) Monitoring and Reviewing the Provision of Services

- **Service Monitoring:** Regularly monitor and review the provision of Services, which may include periodic surveys, site visits to the Client's premises, and scheduled meetings between the relevant Staff Member and the Client.
- **Staff Performance:** Oversee and assess the performance of Staff Members and conduct appraisals or performance reviews. The frequency of these assessments will be determined based on the Client's needs and any associated risks.
- **Personal Support Policy and Procedure:** If the Client is living alone, they may face increased risks when receiving daily personal activities supports from Enablepath Support Services, particularly if they have limited contact with others or rely on assistance for mobility or communication. To ensure their safety, Enablepath Support Services will follow the Personal Support Policy and Procedure by avoiding the use of sole support workers whenever possible, conducting thorough risk assessments, and developing tailored risk treatment plans included in the service agreement.

(iii) Engagement with Other Providers

- **Coordination with Other Providers:** As necessary to deliver Services and in accordance with the NDIS Act, Enablepath Support Services will collaborate with other NDIS providers, community services, mainstream services, and government agencies involved in supporting the Client at the premises or other locations.

13. Payments

The following payment terms are essential to ensure the continuity of services and the execution of the agreed-upon Services. The Client agrees to adhere to these payment terms to avoid any disruptions in the provision of the Services.

(i) Self-Managed Payments:

If the Client opts to self-manage their NDIS funding for the supports outlined in this Agreement, the following payment procedures apply:

- **Fee Information:** Clients will receive detailed information about current fees and services during the intake process.
- **Funding Details:** Clients must provide information about their funding and preferred payment method during intake.



- **Fee Changes:** Any changes to fee structures or payment methods will be communicated at least 14 days before implementation.
- **Fee Review:** Fees will be reviewed periodically in line with the NDIS Price Guide and operational costs.

Payment Process:

- **Invoice Issuance:** Enablepath Support Services will issue an invoice following the provision of services. Enablepath Support Services will issue an invoice detailing a line-item breakdown of the Services provided by Staff Members, as outlined in Schedule 2. The Client is responsible for paying each line item as per the Schedule of Supports.
- **Direct Payment:** The Client is responsible for paying the invoice directly within 7 days, either by cash or electronic transfer. If applicable, payment may also be made by the Client's Representative.
- **Service Suspension:** Services will be suspended if an invoice remains unpaid for 2 weeks until all outstanding payments are received.
- **Payment Recovery:** Failure to pay the invoice in full by the due date will be considered a breach of this Agreement. Any overdue amounts will become a debt after 21 days, and Enablepath Support Services may pursue recovery without further notice.
- **Receipts:** Receipts will be issued promptly upon payment.

(ii) NDIA-Managed:

If the Client has authorised the NDIA to manage their NDIS Plan funding for supports in this Agreement, the payment process is as follows:

- After the Client receives the provided Services, Enablepath Support Services will claim payment for those supports from the NDIA directly.

(iii) Plan-Managed:

If the Client has designated a Registered Plan Management Provider to oversee their NDIS Plan funding for supports outlined in this Agreement, the payment process is as follows:

- Upon the Client's receipt of the provided Services, Enablepath Support Services will request payment for those supports from the designated Registered Plan Management Provider.
- Contact details for the Registered Plan Management Provider are provided in Schedule 1.

(iv) Fees and Charges:



Fees and charges will be applicable for instances of no-show or late cancellations, adhering to Enablepath Support Services 's cancellation policy outlined in this Agreement.

The Client or their representative bears the responsibility for any charges that Enablepath Support Services incurs due to declined payments. The current fee for dishonoured transactions is \$35 per transaction. Such dishonour fees are ineligible for reimbursement through NDIS.

(v) Difficulty in Payment:

Should the Client or their representative encounter difficulties in fee payment, they should contact Enablepath Support Services's representative (see Schedule 5 for contact details).

(vi) Delayed Payment:

Should fees be remitted late (without a formalised written payment arrangement), Enablepath Support Services retains the right to terminate this Agreement. Payment is considered overdue if it remains unsettled beyond five (5) business days from the invoice or service date.

(vii) Fee Payment:

Fees are to be paid through Electronic Funds Transfer (EFT) into the bank account specified on each invoice.

14. Goods and Services Tax (GST)

The Parties confirm the following:

- The Client has a NDIS Plan in effect within the meaning of Part 2 of the NDIS Act and section 1 of this Agreement.
- The Services under this Agreement are a supply of one or more of the reasonably necessary supports specified under the NDIS Act and the Client's NDIS Plan; and
- The Services are of a kind that is covered under the GST-free Supply (National Disability Insurance Scheme Supports) Determination 2017.



15. Emergency or Disaster Event

If an Emergency or Disaster Event occurs, Enablepath Support Services will contact the Client to discuss alternative service delivery options to ensure continuity of supports.

Neither party shall have the right to make a Claim against the other in the event of either party being prevented from properly fulfilling this Agreement due to a Force Majeure Event or Emergency or Disaster Event, Act of Parliament such as a change in legislation, regulation or order made under legislative authority, or anything beyond either party's control.

16. Continuity of Supports

Enablepath Support Services is dedicated to providing continuous support and will ensure a suitably qualified and experienced substitute is available in the event of staff absence or vacancy.

In case of unavoidable interruptions or an Emergency or Disaster Event, alternative arrangements will be made with the Client's approval.

With the Client's consent or direction, Enablepath Support Services will collaborate with other providers to share information and address the Client's needs.

17. Incident Management

Enablepath Support Services will ensure that the Client is safeguarded and any incidents occurring during service delivery are addressed according to the Incident Management Policy and Procedure.

Enablepath Support Services encourages the Client to report any incidents promptly so they can be acknowledged, investigated, responded to, and managed effectively, ensuring continuous improvement and safety.

18. Termination of Agreement

Either Party may terminate this Agreement with a minimum of 4 weeks' notice.

Immediate termination is permissible by either Party if the other Party:



- Engages in serious misconduct; or
- Commits a substantial breach of this Agreement.

In the case of the Client, if Enablepath Support Services causes significant damage to the Client or the Premises.

19. Renewal

This Agreement will automatically renew at the end of the agreed period unless either party gives 4 weeks' notice in writing they wish to terminate the Service Agreement for any reason.

This Agreement, if not terminated by either party, will roll over until a new Service Agreement is signed.

20. Indemnity and guarantee

Notwithstanding any other clause in this Agreement, the Client hereby unconditionally indemnifies, and keeps indemnified, Enablepath Support Services against any and all:

- claims, costs (including legal costs), damages, or losses incurred by or claimed against Enablepath Support Services as a result of any act, omission, fault, negligence, or wrongful act done by the Staff Member, its employees, or another person engaged on their behalf, during the delivery of the Services; and
- taxes for which the Client is responsible in respect of or pursuant to this Agreement.

21. Relationship of the Parties

The Parties acknowledge and agree that nothing in this Agreement will give rise to any relationship of:

- employer or employee;
- partnership;
- joint venture; or
- agency.

22. Confidentiality



The terms of this Agreement are to be treated as strictly confidential and cannot be shared, disclosed or otherwise expressed to any person unless required to do so by law.

During the operation of this Agreement, Enablepath Support Services may use or disclose the Confidential Information of the other only:

- to perform its duties;
- if the Client has consented in writing to the particular use or disclosure on a case-by-case basis; and/or
- if required by law.

23. Dispute Resolution Process

If the Client has an issue or concern regarding this Agreement or the provision of the Services, they must first speak with Enablepath Support Services by contacting us via the following methods:

- Phone Call: 0406335676
- Email: mameosman1@gmail.com
- or: enablepathsupportservices@gmail.com

If, after speaking directly with Enablepath Support Services, the issue or concern is not resolved to the Client's satisfaction, the Client may contact the NDIS directly by:

- phoning 1800 035 544 or 133 677 (in which NDIS may organise for an interpreter to be arranged);
- phoning the National Relay Service and asking for 1800 035 544; or
- completing an online complaint form available on the NDIS website, accessible here: <http://forms.business.gov.au/smartforms/servlet/SmartForm.html?formCode=PRD00-OCF>

24. Personal Information and Privacy

Enablepath Support Services may collect the Client's personal information for the purpose of providing the Services, which includes, but is not limited to, support planning, provision, review and billing.

Enablepath Support Services is committed to protecting the Client's information and ensuring it is identifiable, accurately recorded, current, confidential, easily accessible to the Client and appropriately utilised by and any of its staff members.



Enablepath Support Services may disclose the Client Enablepath Support Services's personal information to third parties for the purpose of providing the Services, which include but are not limited to, disclosures to the NDIS, health authorities and health professionals. Further, such disclosures may be made to authorised auditors (such as registered NDIS Approved Quality Auditors), who may then access the Client's personal information and subsequently contact them.

Enablepath Support Services is bound by the Privacy Act; however, the Privacy Act does not form a term of this Agreement.

The Client has the right to request access to the information Enablepath Support Services holds about the Client by contacting Impact Allied Health Professional's Privacy Officer via any of the following methods:

- Phone Call: {{{Privacy Officer Contact Number}}}
- Email: {{{Privacy Officer Email Address}}}
- Mail: {{{Privacy Office Address}}}.

25. Authority of the Client's Representative

The Client's Representative (if applicable) warrants that they have the authority to enter into this Agreement on behalf of the Client.

26. Risk Assessment

The Client acknowledges that Enablepath Support Services has conducted the necessary risk assessments as required under the NDIS Act prior to the execution of this Agreement.

27. Variation

- All fees for supports will be regularly updated to keep in line with the most up-to-date NDIS Price Guide. Subsequently, the Client will have their fees adjusted to reflect the new rates or NDIS Price Guide, which will take effect at the start of their next invoice.
- Unless otherwise stated, no amendment or variation of this Agreement is valid or binding on a Party unless made in writing and signed by both Parties.
- If changes to the supports or delivery services are required, the Parties agree to discuss and review this Service Agreement.



- Services may vary depending on a change in environment or the Client's support requirements or needs. If either the Client or Enablepath Support Services wants to change regular services, at least 2 weeks' notice should be given. Special circumstances will be discussed on an individual basis.
- If applicable, changes in this Service Agreement will be in writing, signed and dated by both Parties. Also, the Schedule of Supports will be reviewed and updated.

28.Existing NDIS Service Arrangements

Save for any obligation for the Client to pay any amounts owed to Enablepath Support Services, all existing agreements or arrangements between Enablepath Support Services and the Client are superseded by this Agreement.

29.Governing law and jurisdiction

The terms of this Agreement are governed by and construed in accordance with all applicable laws in force in the Commonwealth of Australia and Victoria as may apply from time to time.

The parties submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Australia, Victoria and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

30.Policies and Procedures

In signing this agreement, the Client agrees that Impact Allied Health Professional's policies and procedures form part of this Agreement and to be bound by them together with the terms and conditions in this Agreement.

Where the Client's representative signs this Agreement, that person also agrees that those policies and procedures that form part of this Agreement and to be personally bound by them together with these terms and conditions.

31.Client Representations and Legislative Requirements



The Client warrants and agrees that:

- they have read and understood the terms of this Agreement;
- they have been given the opportunity to obtain independent legal advice regarding this Agreement;
- they have entered into this Agreement freely and without duress or undue influence;
- to the extent required, they will comply will all legislative requirements, including but not limited to the NDIS Act, WHS Act, Labour Hire Act (if any) and any other federal and/or state or territory legislation; and
- they will ensure that all Premises are properly maintained and are otherwise safe to conduct the Services.

SCHEDULE 1 – Client Details

PERIOD OF AGREEMENT

Start Date:

.....

End Date:

.....

CLIENT DETAILS

First Name:

.....

Last Name

.....

Date of Birth:



Address:

Suburb & Postcode:

Contact Number(s):

Email Address:

Emergency contact person (1):
(Full Name & Contact Details)

Emergency contact person (2):
(Full Name & Contact Details)

NDIS PLAN DETAILS

NDIS Number:

NDIS Plan Start Date:

NDIS Plan End Date:

Plan Management Type

- Self-Managed
- Plan-Managed
- NDIA-Managed

CLIENT'S REPRESENTATIVE DETAILS

Full Name:

Relationship to Client:

Address:

Phone Number:

Mobile Number

Email Address:



REGISTERED PLAN MANAGEMENT PROVIDER DETAILS

Legal Name:

.....

Provider Name:

.....

ABN:

.....

Address:

.....

Contact Name:

.....

Contact Number

.....

Contact Email Address:

.....

This Agreement is made for the purpose of providing supports under the Client’s NDIS plan.

- A copy of the Client’s NDIS Plan is attached to this Agreement.
- The Client has chosen not to share their NDIS plan.

SCHEDULE 2 – Schedule of Supports

Enablepath Support Services will provide the following Services, as follows and at the rates set out below or as varied by this Agreement under the section Schedule of Supports:

Service or Support Item	Date & Time each Week	Per Unit Cost	Hours	Total Cost per Week



Service or Support Item	Date & Time each Week	Per Unit Cost	Hours	Total Cost per Week

These Prices are set out in accordance with the [NDIS Pricing Arrangements and Price Limits](#).

SCHEDULE 3 – Client’s Consent

Client’s Consent	Yes	No
The Client gives consent to commence the Services outlined in this Agreement and their Support Plan.	<input type="checkbox"/>	<input type="checkbox"/>
The Client gives consent to Enablepath Support Services sharing and obtaining pertinent information from their other Service Providers, except: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>



The Client gives consent to Enablepath Support Services taking photographs for the purpose of providing their supports and inserting them in reports if required.	<input type="checkbox"/>	<input type="checkbox"/>
The Client gives consent to participate in satisfaction surveys and understands they may be contacted by a third party to complete a questionnaire.	<input type="checkbox"/>	<input type="checkbox"/>
The Client gives consent to participate in an NDIS quality management activity which may include being contacted by a third-party auditor, such as an NDIS Approved Quality Auditor.	<input type="checkbox"/>	<input type="checkbox"/>

SCHEDULE 4 – Provider Details

Provider Name:

.....

Registration Number:

.....

ABN:

.....

Phone Number:

.....

Mobile Number:



Email Address:

Website:

Address:

Postal Address:

Your Contact:

Your Contact Email Address:

Your Contact Number:

AGREEMENT SIGNATURES

The Client and Enablepath Support Services agree to the terms and conditions of this Agreement.

The Client has had the contents of Impact Allied Health Professional's Rights and Responsibilities Policy and Complaints Management Policy explained to them by Enablepath Support Services staff.

The Client

Name of person signing:

Date:

Signature:

The Client's Representative *(if applicable)*:

Name of person signing:



Date:

Signature:

If this Agreement is signed by a Client's Representative on behalf of the Client, the representative must provide supporting documentation of their authority.

Enablepath Support Services

Name of person signing:

Date:

Signature:

In Case of Emergency

In the event of an emergency such as fire, medical incident, or threat to personal safety, please call 000 immediately.

Ensure your own safety and the safety of others first. Once safe, please contact Enablepath Support Services to report the incident and coordinate any necessary follow-up actions.