



Name:

DOB:

NDIS Number:

**KAMELEON GROUP - NDIS SERVICE AGREEMENT – Standard Conditions (vers. 011122)**

- This Service Agreement is made for the purpose of providing supports under the Participant’s National Disability Insurance Scheme plan.
- The supports and their prices are set out in the attached Schedule of Supports. By signing the attached schedule of supports, you agree to all of the terms and responsibilities included in this agreement.
- All additional expenses (i.e. things that are not included as part of a Participant’s NDIS supports) are the responsibility of the Participant and are not included in the cost of the supports. Examples include recreational pursuits, such as event tickets for the participant, as they are not covered by the NDIS.
- The participant agrees Kameleon Group may charge up to 2 hours for each plan period to document proposed supports in the NDIS review report, with outcomes and projected needs.
- Kameleon does not provide critical services; however, we will instigate a response in case of a disaster/emergency to ensure continuity of services. This will include the option to receive services by another practitioner, and/or services via telehealth.

**Kameleon Group responsibilities**

- Kameleon Group Ltd agrees to:
  - a. provide supports which meet the Participant’s needs at the Participant’s agreed times;
  - b. provide supports in a manner consistent with all relevant laws, including the *National Disability Insurance Scheme Act 2013* and rules, and the Australian Consumer Law; keep accurate records on the supports provided to the Participant;
  - c. consult the Participant on decisions about how supports are provided.
  - d. notify the Participant by 3pm the day prior if Kameleon Group has to change a scheduled appointment to provide supports.
  - e. listen to the Participant’s feedback and resolve problems quickly

**Participant responsibilities**

- The Participant agrees to:
  - a. promptly inform Kameleon Group about how they wish the supports to be delivered to meet their needs;
  - b. talk to Kameleon Group if they have any concerns about the supports being provided;
  - c. let Kameleon Group know immediately if their NDIS plan is suspended or replaced by a new NDIS plan or if they stop being a participant in the NDIS;

- d. notify Kameleon Group 4 working days prior if they cannot make a scheduled appointment (**short-term cancellation**) and acknowledge that if such notice is not provided, the NDIS Price Guide cancellation policy may apply

## **Payment**

- Kameleon Group will seek payment for its provision of supports following delivery of the services. Such payment will be due 7 working days after invoice.
- The responsible entity for payment will be:
  - a. For Agency-Managed Participants - the NDIA;
  - b. For Plan-Managed Participants – the Plan Manager
  - c. For all other Participants, including self-managed – the Participant (or guardian as applicable)
- The NDIS approves funding for a period of 12 months based on your expressed needs. Should your circumstances change during your plan period your fund manager in Clause 8 will be responsible to contact the NDIS for review.
- In the event your request for review is denied the Participant (or guardian if applicable) will be responsible for payment of any services delivered under this agreement but refused for payment by the NDIA or Plan Manager.

## **Service changes, price changes and renewal**

- The Parties acknowledge that the Services detailed in the Schedule of Supports, are the service levels required for the Participant at the time this agreement is made. The services the Participant requires may change during the period of this agreement.
  - a. If the services the Participant requires changes, but the total cost does not rise, the Parties agree that such changes may be made by verbal agreement.
  - b. If the services the Participant requires changes, and the total cost of the services increase, the Parties agree that such changes may be agreed in writing or by e-mail. In these circumstances, Kameleon Group will make an additional NDIS service booking to cover the increase.
- If rates payable under the NDIS rise during the period of this agreement, the Parties agree that Kameleon Group may charge the higher amounts and record additional NDIS service bookings to cover the increases.
- At the scheduled end of this agreement, if no replacement agreement has been signed, but the Participant continues to attend or receive services, the Parties agree that this Agreement remains in effect and Kameleon Group are entitled to payment for all services provided.

## **Ending service agreement**

- Should either Party wish to end this Service Agreement they must give 30 calendar days written notice. If either Party seriously breaches this Service Agreement the requirement of notice will be waived.

## **Complaints and feedback**

- If the Participant wishes to give Kameleon Group feedback or make a complaint, the Participant can talk to Clinical Director, Tracey Lawson on 0477 999 035.
- 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 [NDIS.gov.au](http://NDIS.gov.au) or an NDIS office.

**GST**

- For the purposes of GST legislation, the Parties confirm that a supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the Participant’s NDIS plan currently in effect under section 37 of the NDIS Act;

**Contact Details**

The Participant can be contacted on:

Full name of contact person	
Mobile	
Relationship to Participant	
Email Address	
Postal Address	

The Provider can be contacted on:

Full name of contact person	Peter Bentham
Phone [B/H]	1300 10 10 69
Phone office	02 9122 0823
Mobile	0490 880 110
Postal Address	Suite 8, 729 Pittwater Road, Kingsway Medical Centre, Dee Why NSW 2099
Email Address	peter@kameleongroup.com.au

**Kameleon Group - NDIS Service Agreement - Schedule of Supports**

<b>Dated:</b>			
<b>Participant Name</b>		<b>Service period to:</b>	
<b>Date of Birth:</b>		<b>Management:</b>	
<b>NDIS No.</b>		<b>Invoice To:</b>	

<b>Support Category</b>	<b>Support Item</b>	<b>Support Item No.</b>	<b>Hours Units</b>	<b>NDIS Rate</b>	<b>Total Cost</b>
Behaviour Support	Behaviour Support Plan and Training	11_023_0110_7_3			
Specialised Behaviour Support	Specialised Behaviour Support	11_022_0110_7_3			
Behaviour Support	Travel	11_799_0117_7_3			
				<b>Total</b>	

- Kameleon Group will only charge for services completed
- Kameleon follows the NDIS Travel Guidelines. Travel is an estimate only, unused travel amounts will be used towards therapy.
- Alternative supports may be provided to the participant within the same Support Category during the plan period if requested by the Participant / Guardian and permitted by the NDIS
- Where a provider has a Short Notice Cancellation (or no show), they are able to claim 100% of the agreed fee associated with the activity from the participant's plan, subject to the *NDIS Pricing Arrangements and Price Limits* and the terms of the service agreement with the participant.

## Home Sessions Agreement

The Participant's Representative agrees to the following conditions, for having KAMELEON GROUP provide support in the home environment:

- Provide a quiet, safe and clean working environment.
- Have at least one parent/caregiver home while sessions occurring, unless prior caregiver permission has been sought, and given, in writing.
- Notify Kameleon Group regarding household members that have medical conditions or may pose medical risk e.g., contagious illness.
- Ensure all household members maintain themselves in a presentable manner during work times (i.e. sober and dressed).
- Ensure conflicts between family members that may occur during work times are handled respectfully.
- Refrain from any illegal activities on the premises.
- Ensure siblings are not present in the work area, unless expressly invited by Kameleon.
- Understand the therapist is not responsible for any damage caused by participant in work area.

## Consent and Confidentiality

### I Consent to the following:

1. I consent to Kameleon Group speaking with to share information, and collect information from other professionals/carers/support workers working with The Participant.
2. I consent to Kameleon Group recording material during sessions using audio/visual means, for staff supervision and training purposes and identifying behaviours and developing strategies for The Participant. Verbal consent will also be requested prior to any recording.
3. I consent to Kameleon Group sharing a finalised Positive Behaviour Support Plan with other carers/support workers/clinicians for The Participant.
4. I consent to Kameleon Group storing participant details, plans and reports in a safe, secure platform for the purpose of developing future plans and reports.
5. I consent to Kameleon Group allowing an NDIS auditor to review the participant files.
6. I consent to Kameleon Group contacting me with information and new programs.

Except I do NOT consent to numbers: \_\_\_\_\_

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

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Full Name of Participant/Representative

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Signature of Participant/Representative

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Date

**The Provider**

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Name of Providers representative

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Signature of Provider's Representative

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Date

**KAMELEON GROUP CONTACT DETAILS**

P – 1300 10 10 69 , M – 0477 999 035

A - Suite 8, 729 Pittwater Road, Kingsway Medical Centre, Dee Why NSW 2099.

E - [info@kameleongroup.com.au](mailto:info@kameleongroup.com.au)

W – [www.kameleongroup.com.au](http://www.kameleongroup.com.au)

ABN - 90 644 622 097

ACN - 644 622 097