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**Service Agreement**

This agreement is between you and [[OrgName]] and is for the purpose of providing you Plan Management supports under your NDIS plan.

**Your Details**

Name: [[ContactName]]

Date of Birth: [[ContactDateOfBirth]] NDIS Participant Number: [[NDISNumber]]

NDIS Plan Dates: [[PlanStartDate]] to [[PlanEndDate]]

|  |  |
| --- | --- |
| Address: | [[ContactPostalAddress]] |

Phone Number: [[ContactPhone]] Email Address: [[ContactEmail]]

**Your Representative’s Details (if applicable)**

Name: [[RepresentativeName]]

Phone Number: [[RepresentativePhone]] Email Address: [[RepresentativeEmail]]

Relationship to Participant: [[Relationship]]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Are you the NDIS Nominee: | [[RecipientCheckbox]] | Plan Nominee | [[RecipientCheckbox]] | Correspondence Nominee |
|  |  |  | [[RecipientCheckbox]] | Primary Contact |

**Our Details**

Your Plan Manager: [[PlanManagerName]]

Contact Number: [[PlanManagerPhone]]

This **Service Agreement** will continue for your next **Plan** in accordance with the **Current Price Guide**

for that year.

We will continue to provide you with Plan Management services as your new NDIS plans are approved just advise us you have a new Plan and send a copy to [[PlanManagerEmail]].

If you do not wish to continue with our Plan Management services when you receive your new Plan, just email or call and let us know.

**Responsibility of [[OrgName]]**

**[[OrgName]] agree to:**

* Communicate openly and honestly in a timely manner
* Treat you with courtesy and respect
* Respond quickly and act if you make a complaint
* Give you notice if we have to end the Service Agreement
* Protect your privacy and confidentiality
* Abide by the law when providing supports and keep up to date notes of the services we have provided you.
* Pay within NDIA regulation price guidelines
* Pay your service providers in a timely manner once invoices are received
* Provide you with a monthly statement of all invoices paid on your behalf, (and one other approved person if requested)
* To make every attempt to communicate with you and the provider regarding invoices that are unable to be claimed due to insufficient funding remaining in your NDIS plan
* Provide you with access to our Participant Dashboard to:
	+ View Paid and Unpaid Invoices
	+ View Balances of Plan Managed funds
	+ Allow you to Approve invoices before payment (optional)
	+ Allow approved people to view the Participant Dashboard

**Responsibilities of the participant**

**You agree to:**

* Inform us about how you wish the supports to be delivered to meet your needs
* Treat us with courtesy and respect
* Talk to us if you have any concerns about the supports being provided
* Talk to us if you need to end this Service Agreement
* Inform us if your NDIS plan is suspended or changes
* Inform us when your plan is going to be reviewed by the NDIA
* Notify providers to send invoices to [[PlanManagerEmail]]
* Where it is found that there is insufficient funding in your NDIS plan, you will need to make alternative payment arrangements between yourself and the provider for the invoice.

**Service Bookings**

[[OrgName]] will create Service Bookings on your behalf using the NDIS Portal, enabling us to pay your Provider invoices on your behalf.

**Termination Period**

Please let us know if you want to stop this agreement. We ask that you provide us with two weeks’ notice. We will also give you two weeks’ notice if for any reason we need to terminate this Service Agreement. Don’t worry, we will talk with you first if we need to do this for any reason.

**Price Increases**

[[OrgName]] reserve the right to increase prices in accordance with the current NDIA Price Guide.

**Confidentiality + Privacy**

[[OrgName]] will keep your personal and sensitive information safe and secure. This will be done in accordance with Privacy Laws and the Australian Privacy Principles.

[[OrgName]], with your permission, may share your personal information with people that are involved with your support. This information will be used to help you achieve your goals and make sure we can connect you to the best supports available.

You can decide not to share you personal information, however this will make it difficult for us to help you achieve your goals and link you to supports.

If you would like to see your personal information, you can request this from us.

There may be certain situations where we are required to release your personal information.

**These situations would be:**

* If this is required or authorised by law
* We believe not doing so may place you at risk of harm.

**Changes to this service agreement**

If changes to the supports or their delivery are required, we can both discuss and review this Service Agreement. We will then make changes and provide you with an updated Service Agreement.

To talk with us about your Service Agreement, call us on **[[PlanManagerPhone]].**

**Complaints and feedback**

If you are not happy or satisfied with the services we have provided or the way we have managed your personal information, you can:

1. Speak with your Plan Manager
2. Email the complaint to **[[PlanManagerEmail]]**
3. Write to or call us on **[[PlanManagerPhone]]** or at [[OrgAddress]]

If you do not want to speak with us at [[OrgName]], or you are still unhappy, you can contact:

**The National Disability Insurance Agency**

Call 1800 800 110;

Visit one of their offices in person; or

Visiting [www.ndis.gov.au/contact/feedback-and-complaints](http://www.ndis.gov.au/contact/feedback-and-complaints)

**Quality and Safeguards Commission**

Call 1800 035 544; or

Visiting their website: https://ndiscommission.gov.au/about/complaints

**Agreement Signatures**

The parties understand and agree to the terms and conditions of this Service Agreement, including:

* My Privacy and Confidentiality, including who I give permission for [[OrgName]] to communicate with
* The process for making a complaint, providing feedback
* What my Plan Management costs and how it is claimed

Name of participant/participant’s representative: [[RecipientTextbox]]

Signature of participant/participant’s representative: Date: [[CurrentDate]]

[[Signature]]

Name of provider representative: [[SenderTextbox]]

Signature of provider representative: Date: [[CurrentDate]]

[[SenderSignature]]

**Client Consent Form**

This section of the Service Agreement explains Consent and how we will collect your information and communicate with your providers.

**By signing this page, you agree for [[OrgName]] to:**

* Collect personal information
* Keep personal information
* Share personal information

**Consent to contact People and Providers regarding your NDIS Plan.**

To help us support you, at times it is beneficial to speak with other people and providers about you. This means we can assist you to manage your NDIS funds and process invoices quickly.

**You can change who you consent us to speak with at any time.**

If you would like to do this, please let your Plan Manager know, they will make a note of this on your file, and not share information with that person or provider again.

We will add specific providers to your Consent list as they are engaged, but to assist us initially implement your plan, we will contact:

* Your NDIS Nominee or nominated family member
* The NDIA or your LAC
* Your Allied Health Supports (Occupational Therapist, Speech Pathologist, Physiotherapist etc) Your Support Providers (Support Worker Agency, Cleaner, Gardener etc)
* Your NDIS Support Coordinator (If applicable)

If there are people or providers on this list that you do not wish for us to contact, please let us know and we will remove them from this list.

|  |  |
| --- | --- |
| [[RecipientCheckbox]] | **I understand the Facts about:** Keeping your personal information private and safe and consent to contact providers/ consent to a trusted representative signing on my behalf. |
| Name of participant/participant’s representative: [[RecipientTextbox]] |
| Signature of participant/participant’s representative: [[Signature]] | Date: [[CurrentDate]] |

**Audit Process**

[[OrgName]] is a nationally registered NDIS Provider, and in order to maintain our ongoing registration, we are required to undertake an external Quality and Safeguards Commission audit every two years. This audit may require that your NDIS files are reviewed, and you may be called and requested to speak to the nominated Auditors about how [[OrgName]] provides service to you. All information will be kept private. We will contact you when there is going to be an audit to provide you with further details. You do not have to participate in this audit if you do not wish to. If you do not wish to participate, please check the box below.

|  |  |
| --- | --- |
| [[RecipientCheckbox]] | I wish to OPT OUT of being included in the audit process |