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**Service Agreement**

This Service Agreement is made between you and [[OrgName]] for the purpose of providing supports under your National Disability Insurance Scheme (NDIS) plan.

The Parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

* support the independence social and economic participation of people with 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.

**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 Support Coordinator: [[AccountManagerName]]

Contact Number: [[AccountManagerPhone]]

**Schedule of supports**

[[OrgName]] agrees to provide you the support as outlined in the annexed schedule of supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

The listed price is based on current Pricing Guide and is subject to change in line with any updates to this document. You will be advised of any price changes above 10% variance.

As a provider of services [[OrgName]] agrees to provide Support Coordination for the period as stated above in accordance with the participant’s NDIS Plan. As defined by the NDIS, Support Coordination is:

*Assistance to strengthen participant’s abilities to design and build their supports, with an emphasis on connecting and coordinating informal, mainstream and funded supports across a complex service delivery environment. This may include resolving points of crisis, developing capacity and resilience in participant’s network.*

[[OrgName]] will bill for all work undertaken to help form and achieve your goals, including meetings, emails and phone calls with you and your support services, as well as research, compiling of minutes and reports.

Additional expenses (i.e. things that are not included as part of your NDIS plan) are your responsibility and are not included in the cost of the supports. Examples include entrance fees, parking, event tickets, meals, etc.

Travel time is charged at the hourly rate with a maximum of 30 minutes for local, and regional & remote up to 60 minutes. Please note all efforts will be made to reduce this expense by aligning other appointments in your area including the use of IT solutions such as email, skype etc.

**[[OrgName]]’s Responsibilities**

[[OrgName]] agrees to:

* Review the provision of supports with you every 3 months unless otherwise agreed;
* Communicate openly, honestly and in a timely manner;
* Treat you with courtesy and respect;
* Consult you on decisions about how supports are provided;
* Give you information about managing any complaints or disagreements;
* Listen to your feedback and resolve problems quickly;
* Give you at least 48 hours’ notice to where appointments need to be rescheduled;
* Give you the required notice if [[OrgName]] needs to end the Service Agreement (see ‘Ending this Service Agreement’ below for more information);
* Keep accurate records on the supports provided to you;
* Assist you to be ready for when your NDIS plan will be reviewed;
* Make sure your service providers are doing what they are supposed to do, to the best standard;
* Make sure your plan works for you, and help to make changes you need;
* Keep an eye on how much service providers are claiming to provide your supports;
* Protect your privacy and confidential information;
* 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.

**Your Responsibilities**

You agree to:

* Inform [[OrgName]] about how you wish the supports to be delivered to best meet your needs;
* Treat [[OrgName]] staff with courtesy and respect;
* Talk to [[OrgName]] in a timely manner if you have any concerns about the supports being provided;
* Give [[OrgName]] the required cancellation notice period:

If you do not show up for a scheduled support within a reasonable time, or are not present at the agreed place and within a reasonable time when the provider is travelling to deliver the support; or you have given less than two (2) clear business days’ notice for a support that meets both of the following conditions:

* + The support is less than 8 hours continuous duration.
  + And the agreed total price for the support is less than $1000: or
  + You have given less than five (5) clear business days’ notice for any other support.

If the notice period is not provided then your plan may be invoiced at a rate of 100% of the full agreed price.

* Give [[OrgName]] a minimum of 24 hours’ notice if you would like to change or create an appointment. [[OrgName]] will undertake best endeavours to provide you with support to meet this alteration but should it arise that we are unable to [[OrgName]] will give as much notice as practicable and offer to assist with alternative arrangements if requested.
* Give [[OrgName]] the required notice if you need to end the Service Agreement (see ‘Ending this Service Agreement’ below for more information); and
* Let [[OrgName]] know immediately if your NDIS plan is suspended or replaced by a new NDIS plan or the Participant stops being a participant in the NDIS.
* Provide a safe working environment for [[OrgName]] staff, including providing all necessary equipment.

Included responsibilities for transport support:

* Treat Staff vehicles with due care
* Be liable for costs incurred to clean vehicles or repair damages where required due to your actions.

**Payments**

[[OrgName]] will seek payment for the provision of supports after confirmation of delivery.

You agree to pay:

* The agreed services in respect of each item outlined in the annexed schedule of supports.
* All other charges as agreed between you and [[OrgName]] from time to time.

One or more of the payment conditions below may apply to supports provided to you under this agreement:

* If you have chosen for the NDIA to manage the funding for supports provided under this Service Agreement. [[OrgName]] will claim payment for those supports from the NDIA.
* If you have chosen to self-manage the funding for NDIS supports provided under this Service Agreement. [[OrgName]] will send you an invoice for those supports for payment within 14 days.
* If you have chosen to self-fund any support required. [[OrgName]] will send you an invoice for those supports for payment within 14 days.
* If you have chosen a Plan Management Provider [[PlanManagerName]] to manage the funding for NDIS supports provided under this Service Agreement. [[OrgName]] will claim payment for those supports from [[PlanManagerName]].
* If fees cannot be paid for a particular period, you, a family member or carer are required to contact your Support Coordinator or in person/post at [[OrgAddress]] with an explanation as to the problem and negotiate ways for this to be resolved. If no payment or contact is made, [[OrgName]] reserves the right to withdraw services.

**Changes to this Service Agreement**

If changes to the supports or their delivery are required, the Parties agree to discuss and review this Service Agreement. The Parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the Parties.

**Ending this Service Agreement**

Should either Party wish to end this Service Agreement they must give 14 days notice for all supports excluding Supported Independent living where a 90 day notice period is required.

If either Party seriously breaches this Service Agreement the requirement of notice will be waived.

There is no cancellation period of ending transport support.

**Feedback, Compliments, Complaints**

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 Support Coordinator
2. Email the complaint to [[ProviderEmail]]
3. Write to or call us on [[ProviderPhone]] 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>

**Goods and services tax (GST)**

For the purposes of GST legislation, the Parties confirm that:

* The supports described in this Service Agreement are reasonable and necessary supports specified in the statement of supports in the Participant’s NDIS plan currently in effect under section 37 of the National Disability Insurance Scheme Act 2013;
* Your NDIS plan is expected to remain in effect during the period the supports are provided; and you will immediately notify [[OrgName]] if the Participant’s NDIS Plan is replaced by a new plan or the Participant stops being a participant in the NDIS.

**Consent**

Our Privacy Policy outlines how we handle personal information in an open and transparent manner in accordance with the Australian Privacy Principles contained in the Commonwealth Privacy Act 1988 and Privacy Amendment (Enhancing Privacy Protection) Act 2012.

We will not collect any sensitive information about you without your consent, unless we are required or authorised by law to collect the information.

In order that [[OrgName]] can provide you with the quality services to meet your goals outlined in your support plan, we collect and hold from you as a client the kinds of personal information about you including:

* Name, date of birth, age, nationality, contact details, social history, gender and family details.
* Carer information including their names and contact details.
* Health information including health care providers and health insurer.
* Payment information including bank account details if direct debit is nominated.
* Identity information including Medicare card number, department of Veterans’ Affairs file number, Centrelink customer reference number and pension number.
* Other information as required by our organisation to provide appropriate services.

The purpose of this form is to advise you that you may obtain access to the information we hold on you at any time. We also seek your consent to the intended uses and disclosures of that information:

* Other Health Professionals as required.
* Department of Social Services
* As required by other Commonwealth and State legislation.
* To the person you have designated as the Authorised Representative for giving and accessing your information.

It is also important that we outline here what the main consequences may be if you do not provide all, or part of, the information requested.  We may be unable to provide you with our services.

I have read or have been informed of this consent process in a form that I understand and understand the above and consent to the intended uses and disclosures of the personal information that [[OrgName]] holds.

**Agreement signatures**

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

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

Signature of participant/participant’s representative:

[[Signature]]

Date: [[CurrentDate]]

Name of provider representative: [[SenderTextbox]]

Signature of provider representative:

[[SenderSignature]]

Date: [[CurrentDate]]