# NDIS Service Agreement

## Parties

This Service Agreement is for:

|  |  |
| --- | --- |
| Client First Name: \* |  |
| Client Surname: \* |  |
| Client Date of Birth: \* |  |
| Client Phone: |  |
| Client Email: |  |
| NDIS Number: \* |  |

A participant in the National Disability Insurance Scheme (client), and is made between:

|  |  |
| --- | --- |
| Service Provider Representative: \* | Deborah Agnew-Riddell |
| Service Provider: \* | Nurturing Hands Allied Health P/L (NHAH) |
| Date: \* |  |

## The NDIS and this Service Agreement

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

A copy of the client’s NDIS Plan is/is not attached to this Service Agreement. 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 and social and economic client 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.
* NDIS plan to be provided to NHAH.

## Schedule of Services

NHAH agrees to provide the client AHA services in the following disciplines Physiotherapy / Occupational Therapy / Speech Therapy[[1]](#footnote-1). The services and their prices are set out in the attached Schedule of Services. All prices are GST exclusive.

## NHAH Responsibilities

NHAH agrees to:

* Review the provision of services at least annually with the client
* Once agreed, provide services that meet the client’s needs at the client's preferred times
* Communicate openly and honestly in a timely manner
* Treat the client with courtesy and respect
* Consult the client/client representative on decisions about how services are provided;
* Give the client/client representative information about managing any complaints or disagreements and details of NHAH’s cancellation policy.
* Listen to the client’s feedback and resolve problems quickly;
* Give the client/client representative a minimum 24 hours notice (if possible) if NHAH has to change a scheduled appointment to provide services;
* Give the client/client representative the required notice if NHAH needs to end this Service Agreement[[2]](#footnote-2)
* Protect the client’s privacy and confidentiality
* Provide supports in a manner consistent with all relevant laws, including the *NDIS Act 2013* and Rules and the Australian Consumer Law;
* Keep accurate records on the services provided to the client; and
* Will issue invoices and statements of the services delivered to the client, as per the NDIA Terms of Business, as requested.

## Responsibilities of the Client/Client Representative

The Client/Client Representative agrees to:

* Inform NHAH about how they wish the services to be delivered to meet the client’s needs
* Treat NHAH workers with courtesy and respect
* Talk to NHAH if the client/client representative has any concerns about the supports being provided;
* Give NHAH the required notice if the client cannot make a scheduled appointment, noting that if the notice is not provided, NHAH cancellation policy applies;
* Give NHAH the required notice if the client/client representative needs to end this Service Agreement[[3]](#footnote-3); and
* Let NHAH know immediately if the client’s NDIS plan is suspended or replaced by a new NDIS plan or the client stops being a participant in the NDIS.

## Payments

NHAH will seek payment for their provision of services after the services have been delivered.

SELF-MANAGED: The client/client representative has chosen to self-manage the funding for NDIS services provided under this Service Agreement. After providing those services, NHAH will send the client/client representative an invoice for those services for the client/client representative to pay. The client/client representative will pay the invoice by direct debit/EFT within 7 days.

MANAGED – The client/client representative has nominated the Plan Management Provider to manage the funding for NDIS services provided under this Service Agreement. After providing those services, NHAH will claim payment for those services from:

|  |  |
| --- | --- |
| Plan Manager Provider Name: \* |  |
| Plan Manager Email Address: \* |  |
| Start Date: \* |  |

## Changes to this Service Agreement

If changes to the services 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 two (2) weeks notice. If either party seriously breaches this Service Agreement the requirement of notice will be waived.

## Feedback, Complaints and Disputes

If the client/client representative wishes to give NHAH feedback or is not happy with the provision of services and wishes to make a complaint, the client/client representative can talk to Deborah Agnew-Riddell on 0419 54 59 51 or email deb@nurturing-hands.com.au.

If the client/client representative is not satisfied or does not want to talk to this person, at any time, they can make a complaint to the NDIS Commission. Complaints to the NDIS Commission can be lodged:

* Online at [www.ndiscommission.gov.au](http://www.ndiscommission.gov.au), or
* By phone on 1800 035 544

## Cancellation Policy

At NHAH we value consistent and high-quality intervention. As per NDIS guidelines, if you need to cancel an appointment it is recommended it occur at least 48 hours before your appointment to avoid a cancellation fee. If you contact NHAH within 48 hours of your appointment, there will be a cancellation fee of 90% charged to your account. Should your AHA arrive at your scheduled appointment and the client is not at the location of the appointment with no prior notice, the scheduled session will be charged at 100% of the scheduled fee for that session. Where NHAH cancels a service due to operational reasons, the service will be rescheduled at no penalty to either party. Where multiple cancellations or no-shows occur in a 12-month period, NHAH will initiate contact with the client/client representative to establish the services that are best suited to the family dynamics and the needs of the client.

|  |  |
| --- | --- |
| **I have read and understood the cancellation policy**\* |  |

## Contact Details

The Client Representative can be contacted on:

|  |  |
| --- | --- |
| Client Representative Name: \* |  |
| Alternative Contact Person: |  |
| Phone: \* |  |
| Email Address: \* |  |

NHAH can be contacted on:

|  |  |
| --- | --- |
| Name: \* | Deborah Agnew-Riddell |
| Phone: \* | 0419 54 59 51 |
| Email Address: \* | Deb@Nurturing-Hands.com.au  |
| Postal Address: | 1/9 Berkley StreetWANTIRNA SOUTH VIC 3152 |

## Schedule of Services

I/We agree to pay for AHA services provided by NHAH through claiming against the National Disability Insurance Scheme (NDIS) Service Plan. Working with the NDIS we have been allocated funding for the service year.

|  |  |
| --- | --- |
| Start Service Date: \* |  |
| Finish Service Date: \* |  |

NHAH agrees to provide the client AHA services for the duration of the agreement at the agreed rate of $86.79/hour (NDIS Item #15\_053\_0128\_1\_3 $86.79). These include:

* Implementing therapy plans prescribed by the client’s AHP
* Clinically relevant communications including phone calls/written programs/communication with other health professionals (any task that takes more than 10 minutes will be invoiced)
* Attendance at team meetings/case conferences
* Assessment and trial of equipment as required
* Any reports, forms or letters as required by the NDIS or requested by the client/client representative
* Cancellation charges for late notice or no-show appointments

Nb. Public Holiday, Saturday & Sunday rates are charged at Double-time (i.e. $160.00/hour)

NHAH reserves the right NOT to provide service or to cancel any future appointments for the client if you do not have sufficient funds in your plan or your plan expires. Any service fees not met by NDIS will be covered by the client/client representative.

|  |  |
| --- | --- |
| Frequency of service: \* | Weekly / Fortnightly / Monthly / As scheduled |
| Where the service will be provided: \* | Home / School / Other [[4]](#footnote-4) |
| The total funding claimed by this service over the period of this service agreement will be at the scheduled rate of: | $86.79/hour |

## Price and Payment Information

AHA sessions will be charged at $86.79/hour, exclusive of GST. Minimum booking is two hours (as per Victorian Government Regulations). A booking entails one hour therapy, plus one hour Travel/Report Writing. Any client transportation will be charged at $1.00/km (NDIS Item #15\_799\_0128\_1\_3 $1.00/km).

All prices will be adjusted if there is any change in the NDIS price guide during the service agreement period.

**NHAH will claim funding from the following support category[[5]](#footnote-5): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## Agreement Signatures

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

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Client/Client Representative: \* |  | Signature of NHAH Representative: |  |
| Name of Client/Client Representative: \* |  | Name of NHAH Representative: | Deborah Agnew-Riddell |
| Dated: \* |  | Dated: \* |  |

1. Circle appropriate services [↑](#footnote-ref-1)
2. refer “Ending this Service Agreement” below for more information [↑](#footnote-ref-2)
3. refer “Ending this Service Agreement” below [↑](#footnote-ref-3)
4. Please specify [↑](#footnote-ref-4)
5. Insert category [↑](#footnote-ref-5)