

## NDIS Service Agreement

**NOTE:** A Service Agreement can be made between a participant and a provider or a participant’s representative and a provider. A participant’s representative is someone close to the participant, such as a family member or friend or someone who manages the funding for supports under a participant’s NDIS plan.

### Parties

This **Service Agreement** is for **[Insert name of participant]** a participant in the National Disability Insurance Scheme, and is made between:

Participant/Participants Representative	
Provider	Bower Place Complex Needs Clinic
Agreement Commencement Date	
Start and End Date	

**Your (place) for positive change.**

## The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the participant's NDIS plan.

A copy of the participant's NDIS plan is attached to this Service Agreement **[delete this sentence if participant chooses not to attach their 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 and 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.

## Schedule of supports

The provider agrees to provide the participant **[Insert description of support]** for the period of **[Start time and end time]**. **[Insert duration of each supports provided]**

The supports and their prices are set out in the attached Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

Additional expenses (i.e. things that are not included as part of a Participant's NDIS supports) are the responsibility of the Participant/participant's representative and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.

## Responsibilities of the provider

The provider agrees to:

- Review the provision of supports at least **(e.g. Every six months)** with the participant
- Once agreed, provide supports that meet the participant's needs at the participant's preferred times
- Communicate openly and honestly in a timely manner
- Treat the participant with courtesy and respect
- Consult the participant on decisions about how supports are provided

- Give the participant information about managing any complaints or disagreements and details of the provider's cancellation policy (if relevant)
- Listen to the participant's feedback and resolve problems quickly
- Give the participant a minimum of 24 hours' notice if the provider has to change a scheduled appointment to provide supports
- Give the participant the required notice if the provider needs to end the service agreement (see '[ending this service agreement](#)' below for more information)
- Protect the participant's 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
- Issue regular invoices and statements of the supports delivered to the participant as per the terms of business for registered providers.

## Responsibilities of the participant/participant's representative]

The participant/participant's representative agrees to:

- Inform the provider about how they wish the supports to be delivered to meet the participant's needs
- Treat the provider with courtesy and respect
- Talk to the provider if the participant has any concerns about the supports being provided
- Give the provider a minimum of 24 hours' notice if the participant cannot make a scheduled appointment; and if the notice is not provided by then, the provider's cancellation policy will apply
- Give the provider the required notice if the participant needs to end the service agreement (see '[ending this service agreement](#)' below for more information), and
- Let the provider know immediately if the participant's ndis plan is suspended or replaced by a new ndis plan or the participant stops being a participant in the ndis.

## Payments

The provider will seek payment for their provision of supports after the Participant/participant's representative confirms satisfactory delivery.

**[One or more of the below paragraph map apply. Delete those that do not apply.]**

**[If the founding for any of the supports provided under this Service Agreement is managed by the participant:]** The participant has chosen to self-manage the founding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will sent the participant an invoice for those supports for the participant to pay. The participant will pay the invoice by **[Specify cash /cheque / EFT]** within **[Insert responsible time period, e.g. 7 days]**

**[AND / OR]**

**[If the funding for any of the supports provided under this Service Agreement is managed by a Plan nominee;]**

**The participant's Nominee** manages the funding for supports provided under this Service Agreement. After providing those supports, the provider will sent the **The participant's Nominee** an invoice for those supports for the **The participant's Nominee** to pay.

**[AND / OR]**

**[If the funding for any of the supports provided under this Service Agreement is managed by *National Disability Insurance Agency*;**

The participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from the NDIA.

**[AND / OR]**

**[If the funding for any of the supports provided under this Service Agreement is managed by a *Registered Plan Management Provider*;**

The participant has nominated the Plan management Provider **[Insert the name of Registered Plan management Provider]** to manage the funding for NIDS supports provided under this Service Agreement. After providing those supports, the provider will claim



payment for those supports from **[Insert the name of Registered Plan management Provider]**.

## 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 **1-month** notice.

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

## Cancellation Policy

If you need to cancel an appointment, you are required to notify us by 3pm the working day before the appointment is to take place. You can do this by calling our office on 8221 6066 and speaking to our administration staff or via email at [info@bowerplace.com.au](mailto:info@bowerplace.com.au). Cancellations via email or left on voicemail will include a record of the date and time contact was made.

Failure to cancel by 3pm the working day prior to an appointment will incur a cancellation fee of 90% of the scheduled rate for the booked service.

Therapy providers may charge up to 6 hours of cancelled support in any service booking as stipulated by the NDIA. Once that allocation has been reached the participant/representative will be responsible for any further cancellation fees incurred.

Payment for cancellation fees will be required within 7 days of receipt of invoice.

If you have experienced an extenuating circumstance and believe special consideration is necessary please contact us on 8221 6066 or via email at [info@bowerplace.com.au](mailto:info@bowerplace.com.au) and we will have management review your request.

Please note that if a practitioner has travelled to an appointment that is then unable to be provided, the cancellation fee along with any relevant travel costs will not be waived.

## Feedback, complaints and disputes

If the participant wishes to give the provider feedback, the participant can talk to Michelle Lindblom on 08 8221 6066 or email [michelle.lindblom@bowerplace.com.au](mailto:michelle.lindblom@bowerplace.com.au)

If the participant is not happy with the provision of supports and wishes to make a complaint, the participant can talk to Malcolm Robinson on 08 8221 6066 or email [malcolm.robinson@bowerplace.com.au](mailto:malcolm.robinson@bowerplace.com.au)

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 one of their offices in person, or visiting [ndis.gov.au](http://ndis.gov.au) for further information.

At Bower Place, your satisfaction is important to us. If you are not satisfied with the outcome of any of the above suggestions, we encourage you to contact the NDIS Quality and Safeguards Commission by calling 1800 035 544 or by visiting the website <https://www.ndiscommission.gov.au/participants/complaints> to fill out a complaint contact form.

## Contact details

Contact details for participant:	
Phone [B/H]	
Mobile	
Email	
Address	
Alternative contact person	



The provider can be contacted on:

<b>Contact name</b>			
<b>Phone [B/H]</b>	08 8221 6066		
<b>Mobile</b>			
<b>Email</b>			
<b>Address</b>	Bower Place   Level 2, 55 Gawler Place, Adelaide, SA 5000		

## Agreement signatures

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

<b>Participant/ Participant Representative Name</b>	
<b>Participant/ Participant Representative Signature</b>	
<b>Date</b>	
<b>Authorised Provider Representative</b>	Michelle Lindblom
<b>Authorised Provider Representative Signature</b>	
<b>Date</b>	

## Schedule of supports

## Schedule of Supports

Support	Description of support	Price and payment information (NDIS funding for the support is managed by NDIA.)	How the support will be provided
Improved Daily Living	Supporting to assist _____ to achieve his/her goals as stated in the plan..	179.26 per hour 1.5 hours per session=\$268.89 Report writing is charged at \$179.26/hr	The support will be provided face-to-face, Phone enquiries, research, email, report writing, or other as in order to meet the needs of the circumstances.