## SERVICE AGREEMENT

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| --- | --- |
| Participant: |  |
| Participant’s Representative: |  |
| Provider: |  |
| Service Agreement Dates: |  |

This Service Agreement is made for the purpose of providing supports under the participant’s 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 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 Occupational Therapy services for up to …… hours to assist with achieving the goal of………. Billable items include face to face therapy/assessment, report(s) required, telephone communication, liaison with equipment suppliers and other stakeholders as needed, trials, education and travel. If more than ….. hours are needed, the provider will discuss with the participant and/or the nominee and negotiate further options.

The participant agrees to contact the provider if they require a report prior to their review, for which additional time of up to two hours will be charged.

All reports will provided in draft format and unsigned until full payment is received.

Our Occupational Therapy services are charged according to the NDIS Price guide and the Modified Monash Model (MMM) for remote and very remote areas.

As of the 1st of July 2020, our hourly OT rates are:

$193.99

$271.59 in remote locations

$290.99 in very remote locations.

Our Therapy Assistant services hourly rate is:

$86.79 for metropolitan and regional locations.

Your service will be provided at $ …….per hour.

Travel may also be charged in accordance with the NDIS Price Guide at the above listed rates to a maximum of 30 minutes each way 60 minutes each way for remote and very remote locations.

Your travel will be charged at $……. Per visit

If there are any discrepancies between this service agreement and the NDIS Price Guide, the Price Guide shall prevail.

## Responsibilities of ActivOT

The Provider agrees to:

* Provide the agreed supports to meet the participant’s needs at mutually agreeable 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
* 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, except in the case of illness.
* Protect the participant’s privacy and confidential information
* Provide supports in a manner consistent with all relevant laws, including the [National](http://www.comlaw.gov.au/Current/C2013C00388) [DisabilityInsuranceSchemeAct 2013](http://www.comlaw.gov.au/Current/C2013C00388) and [rules](http://www.comlaw.gov.au/Current/C2013A00020/Enables), and the Australian Consumer Law;
* Keep accurate records on the supports provided to the participant, and
* Issue regular invoices and statements of the supports delivered to the participant.

## Responsibilities of Participant / Participant’s representative

The Participant / Participant’s representativeagrees 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 (except in the case of illness); and if the notice is not provided by then, cancellation fees will be charged at 100% of the scheduled fee, as per the current NDIS Price Guide.
* Give the provider the required notice if the participant needs to end the service agreement (see below for more information)
* 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.
* Provide a safe environment for the provider, for example, ensure pets are under control.

## Payments

The participant or their nominee has chosen to self-manage the funding for NDIS supports provided under this service agreement. After providing those supports, the provider will send the participant an invoice for those supports for the participant to pay. The participant will pay the invoice by Electronic Funds Transfer within 7 days.

OR

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.

OR

The participant has nominated the Plan Management provider *[insert name of Registered Plan Management Provider]* to manage the funding for NDIS supports provided under this service agreement. After providing those supports, the Provider will claim payment for those supports from *[insert 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 14 days notice.

If either party seriously breaches this service agreement, the requirement of notice will be waived.

## Feedback, complaints and disputes

If the participant wishes to give the provider feedback, the participant can talk to *[insert name of provider’s contact person]* on *[insert contact details, e.g. phone, email, and/or postal address].*

If the participant is not happy with the provision of supports and wishes to make a complaint, the participant can talk to Helen Whait, ActivOT Director on 0404 497 965 or email helen@activot.com.au

If the participant is not satisfied or does not want to talk to this person, the participant can

contact the

NDIS Quality and Safeguards Commission by calling 1800 035 544 or by visiting  <https://www.ndiscommission.gov.au/about/complaints-feedback/contact>

## Goods and services tax (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 [NationalDisabilityInsuranceSchemeAct 2013](http://www.comlaw.gov.au/Current/C2014C00149)(NDIS Act), in the participant’s NDIS plan currently in effect under section 37 of the NDIS Act;
* The participant’s NDIS plan is expected to remain in effect during the period the supports are provided; and
* The [participant / participant’s representative] will immediately notify the provider if the participant’s NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.

## Contact details

The *[Participant / the Participant’s representative]* can be contacted on: [insert details]

The provider can be contacted on: [insert details]

## Agreement signatures

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

Signature of *[Participant / Participant’s representative] ………………………………………………*

Name of [Participant / Participant’s representative: [insert name]

Date: [insert date]

Signature of authorised person from ActivOT ………………………………………………………...

Name of authorised person from ActivOT: [insert name]

Date: [insert date]