

NDIS Service Agreement



The purpose of this agreement is to ensure you and your Provider have an agreed set of expectations as to how your services will be delivered. For more information ask your service Provider for a copy of their Client Service Charter, it also outlines the Participant's rights and what each party's responsibilities and obligations are, and how to resolve any issues should they arise.

People Making this Service Agreement

Participant		
Name		
NDIS Number		
Phone		
Address		
Email		
Alternative Contact Person	Name	
	Phone	
Service Provider		
Name of Provider		
Name of Business		
Phone		
Email		

Period of Service Agreement

This Service Agreement will commence on _____ for the period to _____.

Services and Supports to be Provided

The Provider agrees to provide the Participant with *Flourish: Health and Wellbeing in Nature services* for the duration as per your agreed Support Plan.

The Supports and their prices are set out in the Support Plan which identifies your goals and the amount agreed to commit as a service booking.

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.

Rights and Responsibilities

The Provider agrees to:

- actively work with the Participant to identify their wishes, will, preferences and rights to establish goals and needs and subsequently develop a Support Plan
- assist the participant to access an advocate as required by referral to appropriate service such as, [Disability Advocacy Finder](#).
- work with the Participant's advocate, trusted decision maker and/or family member to assist the participant to exercise choice and control and to have their voice heard in matters that affect them. This can occur at any time while the participant is using *Flourish: Health and Wellbeing in Nature's* services
- review the provision of supports at regular intervals with the Participant and their advocated or trusted decision maker
- provide the agreed safe and high-quality supports that meet the Participant's needs at the Participant's preferred, location and times whenever possible
- respect and respond to the cultural values and beliefs of the participant
- communicate openly and honestly in a timely manner and in a way the participant can best understand including using an interpreter if required
- treat the Participant with courtesy and respect
- inform the Participant of all costs associated with the provision of supports including the cost associated with cancellations
- protect the Participant's privacy and confidential information as per the Privacy Act 1988 (and provide a copy of *Flourish: Health and Wellbeing in Nature's* Privacy and Information Management Policy if requested)
- store Participant information in a secure electronic file, that is password protected and has appropriate firewall protection
- inform the participant how to make a complaint and treat them fairly and impartially if they make a complaint
- listen to the Participant's feedback and resolve problems quickly
- give the Participant a minimum of 48 hours' notice (where possible) if the Provider has to change a scheduled appointment to provide supports
- provide supports in a manner consistent with all relevant laws, including the [National Disability Insurance Scheme Act](#) and Rules, and the Australian Consumer Law
- keep accurate records on the supports provided to the Participant
- issue regular invoices for the provision of supports delivered to the Participant
- give the Participant the required notice if the Provider needs to end the Service Agreement (see Ending this Service Agreement below)
- continually inform the Participant of possible risks and benefits associated with achieving their goals
- investigate any incidents that occur and follow [NDIS \(Incident Management and Reportable Incidents\) Rules 2018](#). This includes including involving the Participant in the investigation and determining actions / outcomes. A copy of 's Incident Management Policy can be provided if requested)

The Participant / Participant's representative agrees to:

- be involved in the development of your Support Plan, informing the Provider how you wish your Services/ Supports to be delivered

- provide accurate information and keep your provider informed of changes to your personal information
- inform your Provider if you are receiving other services or supports
- use equipment safely – in the manner in which you have practiced with your Provider
- ensure there are appropriate funds available for claiming services that have been booked and provided. If your Provider is unable to make a claim to NDIA for the provision of a service due to insufficient funds you are responsible for payment
- treat the Provider with courtesy, respect and dignity
- provide a safe and smoke-free environment for the Provider to work in if seen in the community
- talk to the Provider if you have any concerns about the supports being provided
- give the Provider a minimum of two full business days notice if you cannot make a scheduled appointment; and if the notice is not provided by then, the Provider's Cancellation Policy will apply (see below)
- give the Provider the required notice if you need to end the Service Agreement (see Ending this Service Agreement below)
- let the Provider know immediately if your NDIS plan is suspended or replaced by a new NDIS plan or you stop being a Participant in the NDIS
- give the Provider feedback or lodge a complaint if you are dissatisfied with the service or the way it is delivered (See Complaint Policy below)
- discuss your concerns with possible risks associated with achieving your Support Plan
- request a copy of any of our Policies if further information is required.

Costs

The cost of our services is in line with the NDIS Pricing Arrangements and Limits 2022-2023.

Our hourly rate for services is **\$193.99**

Our travel rate is **\$1.00 per kilometre.**

Please refer to your current Support Plan for a breakdown of costs.

Payments

The Provider will seek payment for their provision of supports after delivering the service.

Support Plan

Each Participant will have a Support Plan outlining their goals, the services to be delivered to achieve the goals and a review date. The Support Plan also provides a breakdown of costs. This plan will be developed in consultation with the Participant and pertinent others who may include guardian, family member, appointed decision maker, advocate and Provider.

Cancellation Policy

At *Flourish: Health and Wellbeing in Nature* we have adopted the NDIS cancellation policy which can be found on page 12 of the [NDIA Price Guide 2022-23](#). We require you to be at the agreed place of your appointment within a reasonable time or provide 1 clear business days' notice for a cancellation otherwise 90% of your fee will be charged.

Ending this Service Agreement

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.

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.

Making a Complaint or Giving Feedback

If the Participant wishes to give the Provider feedback or wishes to make a complaint, the Participant, their advocate or trusted decision maker (see Rights and Responsibilities above) can:

- Discuss your issue / complaint with your AHP
- Contact the Provider
 - via phone Director on Mob. 0433 301 763
 - email info@flourishhealthandwellbeinginnature.com.au
- Contact the NDIS Quality and Safeguards Commission
 - via phone 1800 035 544
 - by filling in an online complaint form
<https://forms.business.gov.au/smartforms/servlet/SmartForm.html?formCode=PRD00-OCF>

For further information on making a complaint, ask to see our Feedback and Complaints Management Policy or look at the [NDIS Commission's Fact Sheet on How to Make a Complaint](#)

Privacy and Information Policy

At *Flourish: Health and Wellbeing in Nature* we strive to maintain your privacy and comply with the Privacy Act 1988 and the Privacy Amendment Act 2012 to protect the privacy of individuals' personal information.

Please ask for a copy of *Flourish: Health and Wellbeing in Nature's* Privacy and Information Policy for more information.

Flourish: Health and Wellbeing in Nature looks forward to working with you and assisting you to achieve your goals.

CONSENTS AND AGREEMENT

- I understand and agree to the terms and conditions of this Service Agreement ending on _____ (insert end date of Service Agreement)
- I give my consent to commence the Services outlined in my Support Plan
- I consent to my Provider sharing and obtaining pertinent information with my other Service Providers and pertinent others with the **exclusion of** _____ (enter names if applicable)
- I consent to my Provider taking photographs for the purpose of providing their supports and inserting in reports if required.
- I consent to participate in a Participant satisfaction survey and I understand I may be contacted by a third party to complete a questionnaire
- I consent to participating in a NDIS quality management activity which may include being contacted by a third party auditor

NB: if limited consent add to Support Plan as a Risk to be Managed

Signature of *Participant / Participant's representative*

Date_____

Name of Participant / Participant's representative

Signature of Service Provider

Date_____

Name of Service Provider