



PARTIES

This Service Agreement is for _____

a participant in the National Disability Insurance Scheme (Participant), and is made between:

Participant or Guardian/Authorised Representative: _____

And

Provider: **National Disability Support Partners Pty Ltd (NDSP)** _____

This Service Agreement will be in effect from today for the duration of the Participant's association with National Disability Support Partners, until we are notified otherwise in writing by the Participant or Guardian/Authorised Representative.

THE NDIS AND THIS SERVICE AGREEMENT

NDSP agrees to provide the Participant Plan Management - Financial Administration provided the funds are available on the NDIA portal for the purposes of this agreement. 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 as per the NDIS Price Guides) are the responsibility of the Participant, their Guardian/Authorised Representative and do not form part of this agreement.

A copy of the Participant's current NDIS plan is attached to this Service Agreement:

Yes No

RESPONSIBILITIES OF PROVIDER

The Provider agrees to:

- Pay all service provider invoices and/or reimbursements which meet the NDIS 'reasonable and necessary' legislation and are within the approved budget in accordance to subsection 33 (2) and 37 of the National Disability Insurance Scheme Act 2013 (NDIS Act)
- Keep accurate records on the service provided to the Participant
- Communicate openly and honestly in a timely manner
- Treat the Participant with courtesy and respect
- Listen to the Participant's feedback and resolve problems in a timely manner
- Give the Participant the required notice if the Provider needs to end the Service Agreement (see '[Ending this Service Agreement](#)' 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 (Competition and Consumer Act 2010-Schedule2)

RESPONSIBILITIES OF PARTICIPANT OR GUARDIAN/AUTHORISED REPRESENTATIVE

The Participant or Guardian/Authorised 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 concerns about Plan Management or Financial Administration being provided
- Give the Provider the required notice if the Participant needs to end the Service Agreement (see '[Ending this Service Agreement](#)'), 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

CONSENT – PERSONAL INFORMATION

Personal information includes the Participants name, address, contact details, age, date of birth, health information and other information such as provider and supports background.

The collection and use of personal information is in accordance of our Privacy Policy which can be found on our website ndsp.com.au/privacy.

In signing this agreement, you consent to us:

- Collecting personal information for the primary purpose of providing NDSP services, including collecting such information from third parties where it is unreasonable or impracticable for us to collect it from the Participant
- Saving your personal information on our secure CRM (Client Management System) which is able to be accessed by you by contacting our Support Services team
- Using and disclosing personal information for the following purposes;
 - NDSP services
 - Administration and operations such as accounting, risk management, record keeping, statistical analysis, planning systems development, testing, staff training and assessing and monitoring the use and performance via internal and external audits
 - Other purposes as may be permitted or required under the NDIS Practice Standards
 - For use by our employees, related bodies corporate, agents, contractors, service providers, health providers, financial institutions payment system operators, persons acting on your behalf, regulatory bodies, law enforcement agencies and government agencies

PAYMENTS

NDSP will provide plan management services, claiming funding from the NDIA up to the amounts specified in the support category and approved budget in the Participant's current NDIS plan. NDSP will then pay this to the Participants support providers.

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

COMPLIMENTS, FEEDBACK, COMPLAINTS AND DISPUTES

If the Participant or Guardian/Authorised Representative wishes to provide compliments, feedback, complaints or suggestions to assist with continuous improvement, we encourage contact via;

Phone: **1800 636 377** OR Email: **info@ndsp.com.au**

If the Participant is not satisfied with the response from NDSP including the opportunity to escalate your concerns through NDSP management, the Participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting <https://www.ndis.gov.au/contact/feedback-and-complaints> for NDIS feedback and complaints information.

Disclaimer: NDSP information is provided in good faith, to the best of our knowledge and is considered to be correct at the time of communication, however, changes may affect this accuracy therefore NDSP gives no assurance as to the accuracy of any information or advice given. Any advice given by NDSP outside of plan management advice shall be considered general in nature. NDSP shall not be liable for any failure of, or delay in the performance of this service agreement for the period that such failure or delay is;

- 1. Beyond the reasonable control of a party,*
- 2. Materially affects the performance of any of its obligations under this agreement, and*
- 3. Could not reasonably have been foreseen or provided against (eg. Government Acts prohibiting or impeding any party from performing its respective obligations under the Service Agreement contract) or (eg. prolonged lack of power supply).*

Nothing in the NDSP Service Agreement negates or diminishes the statutory guarantees regarding the supply of services the Participant/nominated representative receive under The Australian Consumer Law (Competition and Consumer Act 2010-Schedule2)

NDSP takes in good faith the information provided by the Participant/nominated representative to be true and accurate, and that claims presented by NDSP are a true reflection of goods and services provided to the Participant in line with the NDIS guidelines (National Disability Insurance Scheme Act 2013).

CONTACT DETAILS

Participant Details:

First Name:			
Middle Name:			
Last Name:			
NDIS Number:			
Date of Birth:			
Participant's Address:	<input type="text"/>		
	STREET ADDRESS		
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	CITY / SUBURB	STATE	POSTCODE
Plan start & end dates:	Start: <input type="text"/>	End: <input type="text"/>	

Please tick the relevant box below:

- I am the participant responsible for my own plan
- I am a parent of the participant who is under 18 years of age
- I am a guardian/authorised representative of the participant **

** Please provide supporting documentation if you are a guardian/authorised representative.

Participant or Guardian/Authorised Representative Contact Details:

Contact Name:			
Landline:			
Mobile:			
Email address:			
Relationship to Participant:	<input type="checkbox"/> Self	<input type="checkbox"/> Parent	<input type="checkbox"/> Guardian/Authorised rep.
Preferred Method of Contact:	<input type="checkbox"/> Phone	<input type="checkbox"/> SMS	<input type="checkbox"/> Email

For NDSP staff to discuss personal and plan information over the phone or via email with additional parties such as Secondary Contacts (your parent, co-parent/guardians, grandparents, etc), Support Coordinators or others please return the separate Consent to Share form.

NDIS AUDIT

NDIS registered providers are required to be audited against the NDIS Practice Standards as part of the NDIS Quality and Safeguarding Framework. Clients of NDSP are automatically enrolled in the audit processes and may be contacted by the audit team for interviews and/or have their files reviewed to ensure NDSP is compliant. If you do not wish to participate in the audit you can opt out of the process by ticking the box below.

I do not wish to be part of the audit process

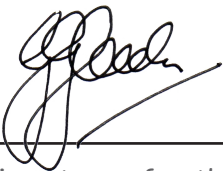
AGREEMENT SIGNATURES

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

Signature of Participant and/or the guardian/authorised representative

Name of Participant and/or the guardian/authorised representative

Date



Signature of authorised person from NDSP

Graham Oades

Chief Executive Officer, NDSP

Date

Thank you for choosing NDSP as your NDIS Plan Manager, we look forward to supporting you. If you have any questions please contact us on the below details.
