**PARTIES**

This NDIS Service Agreement is for: **{{ P10Name }}**

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

{%p if P10\_Participant\_Or\_Representative == ‘Yes’ %}

**Participant’s Representative / Parent / Guardian: {{ P10Representative }}**

{%p else %}

**Participant: {{ P10Name }}**

{%p endif %}

and **Provider**: The Royal Society for the Blind (‘the RSB’)

Note: A Participant’s Representative is someone close to the Participant, such as a family member or friend or someone who manages the funding for Services under the Customer’s NDIS Plan. This person is also referred to as the ‘Plan Nominee’ under the National Disability Insurance Scheme Act 2013.

This NDIS Service Agreement will commence on: **{{ P10Date }}**

and will remain in place, until cancelled by the Participant, their Representative or the RSB, following an agreed review of such.

## SCHEDULE OF SERVICES

## 

The Services and their prices are set out in the RSB Service Bookings document which is developed following a request for service. All prices are GST inclusive (if applicable).

Transport / Travel, Report Writing, Equipment Hire (charged at an agreed rate) are components of Hours of Service claimed.

Please note the prices for Services provided do not include miscellaneous associated costs and fees such as entrance fees, event tickets, meals/drinks etc. and other exclusions set out under the NDIS Price Guide.

## RESPONSIBILITIES

## The RSB agrees to:

* Consult the Participant on decisions about how services are provided
* Provide Services that that are aligned with the NDIS Plan and at the Participant’s preferred times (wherever possible)
* Review the provision of services, including service quality, and if appropriate, to track the Participant’s progress against their goals
* To be respectful of the individual, their family and their home
* Communicate openly and honestly, in a timely manner
* Listen to feedback
* Protect the Participant’s privacy and confidentiality
* Implement cancellations in a manner consistent with the current NDIS Price Guide appropriate for South Australia
* Provide information about the Complaints and Feedback Policy
* Provide services in a manner consistent with relevant laws, including the National Disability Insurance Scheme Act 2013 and Australian Consumer Law
* Keep accurate records of services provided to the Participant
* Provide information in an accessible format and to assist with understanding information if required
* Give a minimum of 24 hours’ notice, where possible, if the RSB has to change a scheduled appointment (except in emergency situations)
* Give the Participant 20 working days’ notice if the RSB needs to end the NDIS Service Agreement
* Issue regular invoices and statements of support delivered to the Participant as per the NDIA Terms of Business for Registered Providers

**The Participant agrees to**:

* Inform the RSB how they wish the services to be delivered to meet their needs
* Treat employees, consultants and volunteers of the RSB with courtesy and respect
* Acknowledge that needs may change and to negotiate modifications of care and service if required
* Talk to the RSB if they have any concerns about the services being provided
* Provide the RSB a minimum of 24 hours’ notice if they cannot make a scheduled appointment, within reasonable circumstances. If the notice is not provided by then, the RSB’s Cancellation Policy may apply
* Provide the RSB with 20 business days’ notice if they need to end the NDIS Service Agreement
* Allow safe and reasonable access for RSB employees, consultants and volunteers at the times agreed
* Inform the RSB of any changes to their NDIS Plan or funding shortfalls for agreed provision of services
* Notify the RSB if the NDIS Plan is suspended or replaced by a New Plan or if the Participant stops participating in the NDIS.

**PAYMENTS**

The RSB will seek payment for the provision of services, after the services have been delivered.

All payments will be as per the current NDIS Price Guide issued by the National Disability Insurance Agency on the first of July each year or as and when, NDIS price changes are published. NDIS Payment terms are 14 days on the provision of invoice.

RSB will provide invoices and statements to the appropriate party in accordance with the chosen funds management. It may be one or more of the following:

* If the Participant has chosen to self-manage their funding for NDIS Services provided under the NDIS Service Agreement, the RSB will send the Participant an invoice for the Participant to pay as per the terms
* If the Participant’s Plan Nominee self-manages the funding for services provided under this Service Agreement, the RSB will send the Participant’s Plan Nominee an invoice for the Plan Nominee to pay, as per the terms
* If the Participant has nominated the NDIA to manage the funding for services provided under this NDIS Service Agreement, the RSB will claim payment from the NDIA via their online portal
* If the Participant has nominated a Registered Plan Management Provider to manage the funding for services in the Service Agreement, the RSB will claim payment from the Registered Plan Management Provider.

## CHANGES TO THIS SERVICE AGREEMENT

If changes to the services or their delivery are required, the parties agree to discuss and review the Service Bookings document. The parties agree that any changes to the Service Agreement will be in writing, signed and dated by the parties.

## REFUSAL TO SIGN THE SERVICE AGREEMENT

## Should the Participant state they do not wish to sign this NDIS Service Agreement, the RSB reserves the right to decline provision of services from that time.

**PAYMENT OF SERVICES**

Payment of invoices to the RSB occur via **{{ P10payment\_method.true\_values() }}** and will be paid by **{{ P10Payment\_date }}** within 7 working days.

**ENDING THIS NDIS SERVICE AGREEMENT**

Should either Party wish to end this Service Agreement they must give 20 business days’ notice in writing.

Notice may be waived if there is a serious failure to honour the responsibilities noted in this Service Agreement by either party.

I hope other coding is being done as I’m sure we will find there is very limited time.

## FEEDBACK/COMPLAINTS

The RSB is committed to resolving complaints fairly, equitably and as quickly as possible as per the Complaints and Feedback Policy.

If a Customer is dissatisfied with the support being delivered, then the RSB will listen and try to resolve the complaint. The complaint can be face to face, by phone, fax, letter or email and will be treated with equal importance.

The RSB will provide any Services necessary to assist the complainant with making the complaint.

The complaint will remain confidential and information will only be available to those who are involved in resolving the complaint. Complainants will not be disadvantaged or lose support items as a result of making a complaint.

**The Complainant may at any point in the process contact:**

* A Coordinator or Service Manager – in the first instance
* The Executive Manager – if the complaint is about the Coordinator, their handling of your complaint or more broadly about RSB’s Services
* The Executive Director – if the complaint is about the Executive Manager, their handling of your complaint or more broadly about the RSB
* The Board of Directors – if the complaint is about the Executive Director, their handling of your complaint
* Or go directly to an external agency

If you are not satisfied with the response you have received or the outcome of your complaint you can contact:

The NDIS Commission by:

* Phoning: 1800 035 544 (free call from landlines) or TTY 133 677 (Interpreters can be arranged)
* [National Relay Service](http://www.relayservice.gov.au/) and ask for 1800 035 544.
* Completing a [complaint contact form](https://forms.business.gov.au/smartforms/servlet/SmartForm.html?formCode=PRD00-OCF) at [www.ndiscommission.gov.au](http://www.ndiscommission.gov.au)

## CUSTOMER INCIDENTS

Any incident or injury experienced as a result of RSB services or products should be reported to your support coordinator / case manager for follow up. RSB will investigate and report incidents as per the NDIS Commission Quality and Safeguards Framework.

## While a Customer's right for choice and control in decision-making is to be respected, if an RSB staff member believes the Customer is a risk to themselves or others they have a Duty of Care to contact Emergency Services.

**ENTIRE AGREEMENT**

This NDIS Service Agreement sets out all the terms of your Services with the RSB.

This NDIS Service Agreement supersedes and replaces all prior representations, contracts and agreements (whether oral or in writing) concerning your services with the RSB.

If there are any other matters you wish to discuss, please let the RSB representative know before you sign this Service Agreement. If agreed, the terms set out in the Service Agreement can be amended.

**Contact Details of Participant / Participant’s Representative:**

Phone Number: **{{ P10\_phonenumber }}**

Mobile Number: **{{ P10\_mobilenumber }}**

Email Address: **{{ P10\_emailaddress }}**

Home Address: **{{ P10\_homeaddress }}**

**RSB’s contact details:**

Phone number: 1300 944 306

Email address: [ndis@rsb.org.au](mailto:ndis@rsb.org.au)

Business Address: 230 Pirie St, Adelaide, 5000.

## ACCEPTANCE OF SERVICE AGREEMENT

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

{{ P10\_signature }} **{{ P10\_signedname }} {{  P10\_signeddate }}**

|  |  |  |
| --- | --- | --- |
| Signature of Participant/Representative |  | Name of Participant/Representative Date: |

|  |  |  |
| --- | --- | --- |
| Signature of RSB Staff |  | Name of RSB Staff Date: |