

PARTICIPANT'S NAME
NDIS Service Agreement No: ___ Year: ___

Service Agreement

1. Parties

This Service Agreement is for **PARTICIPANT'S NAME**, **DOB: _____**, **NDIS No: _____**, a participant in the National Disability Insurance Scheme (participant), and is made between:

Participant / Participant's Representative **PARTICIPANT'S NAME/PARTICIPANT'S REPRESENTATIVE'S NAME**

and

Provider

PROVIDER NAME: _____

ABN: _____, Registered for GST; GST not charged under NDIS

**NDIS Registered No: _____ –
Therapeutic Supports and Community
Nursing Care**

This Service Agreement will commence on **DATE: _____** for the period *until* **DATE _____**.

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

2. Schedule of supports

The provider agrees to provide music therapy sessions at **TIME: _____** on **DATE: _____** & **FREQUENCY: _____**, with the usual location being **LOCATION: _____**. Variations by either party to the time and/or day and/or location, due to sickness or school/public holidays etc, will be negotiated on a case by case basis, to suit both parties. The need for the participant to be accompanied to these sessions by a support worker is to be discussed.

The supports and their prices are set out in the attached Schedule of 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*.

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3. Responsibilities of the provider

The provider agrees to:

- once agreed, provide supports that meet the participant's needs
- discuss goals and report on progress towards goals when pertinent, and when requested by the participant/their representative/the NDIS
- communicate openly and honestly in a timely manner
- treat the participant with courtesy and respect
- make available all policies and procedures for HR, incidents, complaints and risk management on the Lismore Music Therapy website
- give the participant information about managing any complaints or disagreements and details of the provider's cancellation and illness policies (see end of document)
- listen to the participant's feedback and resolve problems quickly
- 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 according to the Privacy Act 1988 and the Australian Privacy Principles
- 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
- invoice for services

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
- provide information about goals
- 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 adequate and timely notice of non-attendance/illness, and accept liability of a cancellation fee in the event this is not given according to the provider's cancellation policy/or request telehealth as per the provider's illness policy (see cancellation and illness policies at the end of this document)
- 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
- Make appropriate arrangements with the participant/participant's representative/plan manager for invoices to be paid as per PROVIDER'S payment terms.

4. Payments

For the provider, **PROVIDER NAME:** _____, monthly claiming/invoicing is preferred to keep administration work to a minimum.

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5. 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 by the parties.

6. Ending this Service Agreement

Should either party wish to end this Service Agreement they must give one months notice.

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

7. Feedback, complaints and disputes

If the participant wishes to give the provider feedback the participant can talk to **PROVIDER NAME:_____** on **PHONE:_____** or **E-MAIL:_____**.

If the participant is not happy with the provision of supports and wishes to make a complaint, the participant can talk to **PROVIDER NAME:_____** with contact details as per above.

If the participant is not satisfied or does not want to talk to this person, the participant can seek advice from the following:

- the NDIS Quality And Safeguards Commission by calling 1800 035 544 for support and further information.
- If the matter concerns a potential breach of privacy the Office of the Australian Privacy Commissioner can be contacted.
- Assistance for the participant to access an advocate as required can also be by referral to [Disability Advocacy NSW](#)
- the National Disability Abuse and Neglect Hotline can receive complaints – phone 1800 880 052. <https://www.jobaccess.gov.au/service-providers/making-complaint-and-reporting-abuse-and-neglect>
- NSW Ombudsman phone 02 9286 1000, 1800 451 524, nswombo@ombo.nsw.gov.au
- NSW Police Force 131 444 can investigate all crimes, including assault, theft and fraud

8. 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 [National Disability Insurance Scheme Act 2013](#) (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

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- 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.

5.2.1 Contact details

The Participant/Participant's Representative/s can be contacted on:

Contact details	
Phone	
Mobile	
Email	
Address	
Alternative contact person	

The Provider can be contacted on:

Contact name	
Phone [B/H]	
Mobile	
Email	
Address	

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Agreement signatures & consent to share information & images & audio/music/sound

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

Signature of [participant/participant's representative]

Name of [participant/participant's representative]

Date

Signature of authorised person from provider

Name of authorised provider

Date

Please tick the relevant boxes below to indicate your consent to the following:

- I consent to the sharing of any of my information/images/recordings for the purposes of an NDIS provider audit as required by the NDIS Quality and Safeguards Commission.
- I consent to the sharing of my information, program related documents (session reports etc), images and audio/music/sounds between members of my NDIS support team and therapists.
- I consent to the sharing of my information, program related documents (session reports etc), images and audio/music/sounds in the context of music therapy professional supervision, and for the advancement of music therapy research and education.
- I consent to images and audio/music/sounds taken/recorded in public music performances with the PROVIDER being used on the PROVIDER'S website.

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5.2.2 Copy of participant's NDIS plan

[Attach a copy of the participant's NDIS plan or delete this page if not required.]

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5.2.3 Schedule of supports

Support List the name of the support.	Description of support List the details of the support, including scope and volume.	Price and payment information List the price of the support (e.g. per hour / per session / per unit) and whether NDIS funding for the support is managed by the Participant, Participant's Nominee, the NDIA, or a Registered Plan Management Provider.	How the support will be provided List how, when, where, and by whom the support will be provided.

9. Cancellation Policy

Each party will make every effort to attend each scheduled session. On occasion due to sickness, holiday or other personal reasons, a session may be rescheduled to another time.

PROVIDER'S CANCELLATION POLICY – IN THE CASE THAT NOTICE OF CANCELLATION IS TWO CLEAR WORKING DAYS OR LESS IT WILL INCUR THE CHARGE OF 100% OF THE FEE EQUIVALENT TO THE NDIS PRICE LIMITED RATE FOR THERAPEUTIC SUPPORTS &/OR CNC COMMUNITY NURSING CARE. THERE IS NO LIMIT TO THE NUMBER OF TIMES A CANCELLATION FEE CAN BE CHARGED WITHIN A SERVICE BOOKING PERIOD.

10. Illness Policy

DUE TO THE VULNERABILITY OF THE CLIENTELE, AND IN THE ABSENCE OF NEW PUBLIC HEALTH ORDERS, IF THE PARTICIPANT OR ANYONE ATTENDING SESSIONS WITH THE PARTICIPANT IS UNWELL OR HAS BEEN IN CONTACT WITH SOMEONE WHO IS UNWELL WITH A CONTAGIOUS ILLNESS OR SYMPTOMS, THEY ARE REQUIRED TO NOTIFY THE PROVIDER AND CANCEL OR REQUEST TELEHEALTH. SIMILARLY, THE PROVIDER WILL CANCEL OR OFFER TELEHEALTH IF THEY ARE UNWELL.