



Service Agreement

1 Parties

This **Service Agreement** is for a participant in the National Disability Insurance Scheme (participant), and is made between:

[Participant and/ or Participant’s representative (such as a family member or friend)]	
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And

Provider	Alpha Medical Solutions Pty Ltd
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This Service Agreement will commence on [day, month, year] ____/____/____ for a one off or recurrent basis agreed by the parties.

2 The NDIS and this Service Agreement

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.

3 Schedule of supports

The provider agrees to provide the participant Assistive Technology Products or Consumables on a one off or recurrent basis agreed by the parties.

- 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
- 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.

The supports and their prices are set out in Clause 14 - Schedule of Supports.

Additional expenses (i.e. Delivery Fees) are the responsibility of the [participant / participant’s representative] and are not included in the cost of the supports.

4 Responsibilities of the provider

The provider agrees to:

- Respect the rights of the client to determine the range and types of support they request based on their plan
- review the provision of supports at least 3 monthly with the participant
- once agreed, provide supports that meet the participant's needs at the participant's agreed schedule
- 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
- give the participant information about managing any complaints or disagreements and details of the provider's cancellation policy (if relevant)
- 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 order to provide supports
- give the participant the required notice if the provider needs to end the Service Agreement (see clause 8 –'Ending this Service Agreement' below 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, Disability Act 2006 (applies to Victoria only) and rules, and the Australian Consumer Law; keep accurate records on the supports provided to the participant
- issue regular invoices and statements of the supports delivered to the participant as per the Terms of Business for Registered Providers.

5 Right and Responsibilities of the [participant/participant's representative]

The participant has the right to:

- Nominate, in writing, an advocate or guardian, who will act in his/ her interests and accept the responsibilities imposed under this agreement
- Be treated with dignity and respect and to have his/ her choices and aspirations supported as far as is reasonably possible
- Determine the type and range of Assistive Technology and/ or Consumable Products that they wish to request based on their plan
- Have the right to request services in accordance with my support plan, provided the request is also in accordance with all applicable legislation
- Have the right to participate in the development of my support plan acknowledging that the cost of supports arising from that plan must be able to be met within the funding available for this support (unless I have other income sources). Any support plan will be reviewed annually or can be reviewed upon request by him / her or (Name of Service: _____) at any time.
- Have the right to privacy and confidentiality and in keeping with the Health Records Act2001, to request access to any health information kept by Alpha Medical Solutions.

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
- treat the provider with courtesy and respect
- talk to the provider if the participant has any concerns about the supports being provided
- Work cooperatively with Alpha Medical Solutions regarding issues arising during the development and delivery of support covered by this agreement
- Pay all fees owing by the due date
- Adhere to the budgetary requirements of my service plan.
- give the provider a minimum of 24 hours' notice if the participant does not want the Assistive Technology and/ or Consumable Products scheduled/ requested; and if the notice is not provided by then, the provider's cancellation policy will apply

- 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.

6 Payments

The provider will seek payment for their provision of supports.

[If the funding for any of the supports provided under this Service Agreement is managed by the participant:] The participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. Before 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 [specify cash / cheque / EFT] within 7 days. After confirmation of payment, the provider will provide the supports.

[AND / OR]

[If the funding for any of the supports provided under this Service Agreement is managed by a Plan Nominee:] The participant's Nominee _____ manages the funding for supports provided under this Service Agreement. Before providing those supports, the provider will send the Plan Nominee an invoice for those supports for the participant to pay. The Plan Nominee will pay the invoice by [specify cash / cheque / EFT] within 7 days. After confirmation of payment, the provider will provide the supports.

[AND / OR]

[If the funding for any of the supports provided under this Service Agreement is managed by the National Disability Insurance Agency:] The participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. Before providing the support, the provider will create a Service Booking to check whether the participant has the funds and are requesting the appropriate supports under his/ her plan. After providing those supports, the provider will claim payment for those supports from the NDIA.

[AND / OR]

[If the funding for any of the supports provided under this Service Agreement is managed by a Registered Plan Management Provider:] The participant has nominated the Plan Management Provider [insert name of Registered Plan Management Provider - Planner] _____ to manage the funding for NDIS supports provided under this Service Agreement. Before providing those supports, the provider will seek approval of Participant's Planner by sending them an invoice for those supports. After confirmation of approval, the provider will provide the supports. After providing the supports, the provider will send to the participant's Planner an invoice for those supports for the participant's Planner to pay. The participant's Planner will pay the invoice by [specify cash / cheque / EFT] within 7 days.

7 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.

8 Ending this Service Agreement

Should either party wish to end this Service Agreement they must give 1 month notice.

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

9 Feedback, complaints and disputes

If the participant wishes to give the provider feedback, the participant can talk to Mateus Cemal on info@alphamedicalsolutions.com.au or M: 0405 259 733.

If the participant is not happy with the provision of supports and wishes to make a complaint, the participant can talk to Mateus Cemal on info@alphamedicalsolutions.com.au or M: 0405 259 733.

If the participant is not satisfied or does not want to talk to this person, the participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting ndis.gov.au for further information.

10 Quality Assurance/Annual Evaluation

To monitor the quality of the outcomes relevant to the aim of this service agreement, the client with his/her representatives and Alpha Medical Solutions might participate in a quality assurance process at least annually. Each party will independently complete a quality/evaluation document when requested. A consultative meeting will then be held to discuss any issues arising or changes that might be requested.

11 Review and Audits

Recognising that Alpha Medical Solutions has a legal obligation to participate in government- initiated reviews and audits the client and his/her representatives agree to co-operate to the extent reasonably necessary for these to take place subject to discussion of the relevance of the audit to the client's situation.

12 Goods and Services Tax (GST)

For the purposes of GST legislation, the Parties confirm that:

- All prices are GST inclusive (if applicable) and include the cost of providing the supports.

13 Copy of participant's NDIS plan

Copy of the participant's NDIS plan attached: Yes No

14 Schedule of supports

Please refer to invoice attached for list of supports to be provided under the Service Agreement, including sufficient details such as description, price, and where they will be provided.

15 Cancellation Policy

If the participant has placed an order with us and need to cancel it, please contact us immediately on 1300 783 747. We will make every attempt to stop participant's order from shipping; however we cannot guarantee that it hasn't been shipped. Normal cancellation fee is 6% if your order has been processed. If your order has been shipped, the participant will be responsible for the shipping charges and the return to us. This will be considered a return and treated accordingly. Orders for non-returnable products cannot be cancelled once shipped. Customized orders - the order is processed and assembly will have begun.

16 Contact details

Participant's NDIS details	
Complete Name	
Address	
Phone	

Mobile	
Email	
NDIS Number	
Date of Birth	
Start Plan Date	
End Plan Date	
Plan Type (NDIA Managed, Plan Managed or Self-Managed)	
If Plan Managed, please inform planner's contact details	


Participant's representative Contact details	
Name:	
Phone [B/H]	
Phone [A/H]	
Mobile	
Email	
Address	
Alternative contact person	

Provider Contact details	
Business Name	Alpha Medical Solutions
Provider Number	4050009567
Phone [B]	1300 783 747
Mobile	0405 259 733
Email	info@alphamedicalsolutions.com.au
Website	www.alphamedicalsolutions.com.au
Address	Unit 508/ 17- 19 Memorial Avenue St Ives NSW 2075
Contact person	Mateus Cemal

17 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]
_____ Date	

_____ Signature of authorised person from provider	_____ Name of authorised person from provider
_____ Date	 Alpha Medical Solutions