1. **PARTIES TO THE AGREEMENT**

This Service Agreement is made between:

………………………………………………………. of ……………………………………………………

*First and last name address*

NDIS Plan Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND

D Parissi Bookkeeping Services (ABN 26 307 882 556) of Unit 2/58 Casey Drive Lalor 3075 Vic Australia.

This Service Agreement will commence on *fromdate* and continue until either you or D Parissi Bookkeeping Services terminates it in accordance with the termination conditions set out below.

1. **PURPOSE**
2. The purpose of this agreement is to document the supports provided by D Parissi Bookkeeping Services under your NDIS plan.
3. This agreement is in the context of the NDIS, a scheme that aims to:
   * 1. Support the independence and social and economic participation of people with disability
     2. Enable people with disability to experience choice and control in the pursuit of their goals, and in the planning and delivery of supports.
4. **DEFINITIONS**

**D Parissi Bookkeeping Services, us or we** means PARISSI, DANIEL trading as D Parissi Bookkeeping Services ABN 26 307 882 556.

**Participant or you** means the NDIS participant as identified on page 1 of this Agreement.

**NDIA** means the National Disability Insurance Agency, which runs the NDIS.

**NDIS** means the National Disability Insurance Scheme as established by the NDIS Act.

**Services** means the services and support you agree for us to provide and we agree to provide to you.

1. **SUPPORTS AND SERVICES**
2. D Parissi Bookkeeping Services will provide you with services and supports identified in your NDIS Plan.
3. If your plan differs from the details recorded in the NDIS portal, D Parissi Bookkeeping Services will provide the Services to you according to the details in the NDIS portal.
4. Together with you and your representative, D Parissi Bookkeeping Services will determine the specific services we can offer to help you meet your objectives.
5. This will be done through initial consultations, your Participant intake form, this Agreement, and the support planning process.
6. The specifics of the services, appointment times, locations, and staff members involved will be agreed upon and set out in writing.
7. Your needs, goals, and preferences may change over time. In consultation with us, the services can be adapted and adjusted accordingly.
8. Further details are in the attached Schedule of Supports.
9. You and your representative agree to the following:
   * 1. If we are providing Plan Management Services, D Parissi Bookkeeping Services making any arrangements necessary to allow us to pay your service providers from your NDIS funds on your behalf;
     2. Assessment and review of your Plan by D Parissi Bookkeeping Services.
     3. Discussion of your Plan with the NDIA and its contractors (like Local Area Coordinators) by D Parissi Bookkeeping Services.
     4. D Parissi Bookkeeping Services' discussions with service providers providing other Support Services.
     5. D Parissi Bookkeeping Services' right to claim travel time from your NDIS funds to the extent permitted by NDIS rules and applicable laws.
     6. Provision of services by D Parissi Bookkeeping Services in line with the terms set out in this Agreement (updated as necessary) and your support plan.
     7. To be available for interviews and record reviews by third party accreditation, auditors, and legislative bodies for random auditing purposes.
     8. Compliance with the terms of D Parissi Bookkeeping Services' Policies.
10. **CONSENT**
11. Your informed consent is required for the Services provided by D Parissi Bookkeeping Services.
12. You may withdraw your consent for any specific Service at any time, and the specific Service will cease immediately.
13. **D Parissi Bookkeeping Services' RESPONSIBILITIES**

D Parissi Bookkeeping Services agrees to:

1. Provide all supports under this agreement as outlined in Annexure A, in a manner that is timely and meets the Participant’s needs;
2. Review the provision of supports at least annually with the Participant;
3. Once agreed, provide supports that meet the Participant’s needs at the Participant’s preferred times;
4. Communicate clearly, openly and honestly in a timely manner;
5. Treat the Participant and the Participant’s representatives with courtesy and respect;
6. Consult the Participant on decisions about how supports are provided;
7. Give the Participant information about managing any complaints or disagreements and details of D Parissi Bookkeeping Services' cancellation policy;
8. Listen to the Participant’s feedback and resolve problems quickly;
9. Give the Participant a minimum of 24 hours’ notice if D Parissi Bookkeeping Services has to change a scheduled appointment to provide supports;
10. Give the Participant the required notice if D Parissi Bookkeeping Services needs to end this Service Agreement (see “Terminating this Agreement” below for more information);
11. Protect the Participant’s privacy and confidential information;
12. Provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013, its associated rules and regulations as issued and amended from time to time, and the Australian Consumer Law; and
13. Keep accurate records on the supports provided to the Participant.
14. In the event of my absence due to leave or other circumstances, a qualified temporary replacement will be appointed to ensure continuity of service and care for the participant’s plan.
15. In the event of unexpected changes in service provision, such as a worker's unavailability due to sudden or planned leave, we will take certain steps to ensure continuity in your service:
    * 1. Initially, a skilled substitute worker or a member of our management team, equipped with the necessary skills and capabilities, will temporarily fill the role of the absent worker.
      2. If this arrangement becomes untenable or lasts beyond a few weeks, our contingency plan involves sourcing temporary help from an external labour hire or contracting service, or even initiating a recruitment process for the role.
      3. Should the worker's absence turn out to be permanent, we will prioritise hiring a new worker to take over the role.
16. Throughout these adjustments, we will keep you fully informed and will actively seek your consent for any alternative arrangements.
17. For Further information on our procedures for providing support in the event of an emergency or disaster please refer to our Business Continuity Plan and Emergency and Disaster Management Policy.
18. **RESPONSIBILITIES OF THE PARTICIPANT**

You and your Representatives agree to:

### Take ultimate responsibility for selecting who will provide Other Support Services and to let D Parissi Bookkeeping Services know who those providers are, their contact details and the service agreements or arrangements you have with them.

### Only purchase supports that are reasonable and necessary as defined by the NDIA.

### Let D Parissi Bookkeeping Services know if you suspend, change or intend to change your provider(s) of Other Support Services. Any such changes must be in accordance with the service agreement/s you have with your provider(s).

1. Inform D Parissi Bookkeeping Services about how you wish the Services to be delivered to meet the Participant’s need;
2. Collaborate and actively participate in the development and review of your NDIS plan;
3. Provide accurate and up-to-date information necessary for the delivery of services, including relevant medical, personal and contact details;
4. Communicate openly and honestly with D Parissi Bookkeeping Services, and Inform of any concerns you have with any of the Services being provided;
5. Treat all D Parissi Bookkeeping Services' staff, workers and others present during the delivery of support and services with courtesy and respect;
6. Give D Parissi Bookkeeping Services the required notice if you cannot make a scheduled appointment, noting that if the notice if not provided, D Parissi Bookkeeping Services' cancellation policy will apply;
7. Pay all invoices for agreed services, transport and/or other expenses promptly;
8. Let D Parissi Bookkeeping Services know Immediately if there is a change to your NDIS plan, if it is suspended, replaced by a new plan, or if you stop being an NDIS participant.
9. **FEES FOR SERVICES**
10. D Parissi Bookkeeping Services will charge you for the Services.
11. The prices for the specific services that we provide to you are set out in the NDIS Pricing Arrangements and Price Limits.
12. The prices for all services are subject to modification in line with any changes to the NDIS Price Guide.
13. Any adjustments in our charges will automatically correspond with the most recent NDIS Price Guide, reflecting the specific Services we provide to you.
14. Additional expenses (i.e. things that are not funded under your Plan), are your responsibility and to be paid by you.
15. Plan Management Fees (Tick which applicable):

National: Set Up Fee: $232.35 \_\_\_ Monthly Service Fee: $104.45 \_\_\_

Remote: Set Up Fee: $325.29 \_\_\_ Monthly Service Fee: $146.23 \_\_\_

Very Remote: Set Up Fee: $348.54 \_\_\_ Monthly Service Fee: $156.67 \_\_\_

1. **PAYMENTS**
2. D Parissi Bookkeeping Services will seek payment for their provision of supports after the supports have been delivered.
   * 1. *Self Managed* - If you have chosen to self-manage the funding for NDIS supports provided under the Service Agreement. After providing those supports, D Parissi Bookkeeping Services will send you an invoice for those supports for you to pay. You must pay the invoice within seven days of the date of the invoice;
     2. *NDIA Managed* - If you have nominated the NDIA to manage the funding for supports provided under this Service Agreement, after we provide the relevant services and supports, D Parissi Bookkeeping Services will claim payment from the NDIA;
     3. *Plan Managed* - If you have nominated the Plan Management Provider to manage the funding for NDIS supports provided under this Service Agreement, after providing the relevant supports, D Parissi Bookkeeping Services will claim payment for those supports from the Plan Management Provider.
3. For our Plan Management services being delivered to you, D Parissi Bookkeeping Services will pay for Other Support Services on your behalf, so long as:
   * 1. the support services satisfy the test for reasonable and necessary supports as defined by the NDIA; and
     2. claims for these services with the NDIA are successful.
4. **GOODS AND SERVICES TAX (GST)**

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

1. 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 NDIS Act, in the Participant’s NDIS Plan currently in effect under section 37 of the NDIS Act;
2. The Participant’s NDIS Plan is expected to remain in effect while the supports are provided; and
3. The Participant 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.

### Goods and services tax (GST) may be payable on Other Support Services provided to the Client by a service provider even if that provider is not a registered service provider with the NDIA. If so, the GST payable will be funded by the Client’s Plan.

1. **CANCELLATION AND NO SHOW POLICY**
2. If a service is cancelled at short notice, or there is a no show, you agree that we may charge you 100% of the relevant amount that would otherwise be payable to us if you:
   * 1. Do not show up for a scheduled support within a reasonable time, or are not present at the agreed place and within a reasonable time when D Parissi Bookkeeping Services is travelling to deliver the support; or
     2. Have given less than seven days’ notice of cancellation for a support.
3. D Parissi Bookkeeping Services will only charge for a short notice cancellation (or no show):
   * 1. For support items that the price guide allows short notice cancellation claims; and
     2. *When* they cannot find other billable work for the relevant worker, and if they must pay the worker for their time.
4. The NDIS monitors short notice cancellations and may contact D Parissi Bookkeeping Services about participants with a high number of cancellations. D Parissi Bookkeeping Services will work with you to minimise cancellations and make sure your plan is meeting your needs.
5. To cancel a support outside of office hours, please call 0401 624 450.
6. **TERMINATING THIS AGREEMENT**
7. Should either party wish to end this Agreement, they must give twenty-eight (28) days’ notice in writing or by phone (if written notice cannot be provided by the Participant/Representative).
8. If either party seriously breaches this Agreement, the requirement of notice will be waived.
9. D Parissi Bookkeeping Services reserves the right to terminate this Service Agreement immediately under the following circumstances:
   * 1. If you cease to possess a source of individualised government funding (i.e., no longer an NDIS participant or have exhausted all your NDIS funding) or a source of private funding.
     2. If your support plan or the services offered by D Parissi Bookkeeping Services no longer meet your needs or assist in achieving your chosen goals.
     3. If you or your support network fail to communicate and inform us about changes in your support needs.
     4. If you decide to transfer to another service provider.
     5. In the event of your death.
     6. If you demonstrate an inability or unwillingness over time to work towards the agreed goals.
     7. If you fail to comply with the reasonable conditions outlined in your support plan, consequently jeopardising the safe delivery of our services and the health and safety of our staff.
     8. If you breach the terms of this Agreement.
     9. If you fail to comply with the Policies of D Parissi Bookkeeping Services.
     10. If changes in your condition result in the need for supports or services that exceed the skills and expertise of D Parissi Bookkeeping Services' staff or would require services that we lack the capacity to provide.
     11. If there has been no contact between you and D Parissi Bookkeeping Services for a period of 2 months.
     12. If you or members of your support network engage in behaviour deemed unacceptable by D Parissi Bookkeeping Services, such as violence, abuse, aggression, theft, property damage, or behaviour posing risks to the safe delivery of our Services or the health and safety of our staff.
     13. If you disregard risk management procedures under D Parissi Bookkeeping Services' Workplace Health and Safety Policy.
     14. If you fail to pay the fees due to D Parissi Bookkeeping Services by the specified due date under this Agreement.
10. If you notify us that you want to terminate this Service Agreement, D Parissi Bookkeeping Services will:
    * 1. Notify the NDIA and the service providers which are providing supports to you under your Plan that we will no longer be acting as your intermediary once the 30 day notice period is up. We will also notify them that we will only accept claims for payment up to the date on which this Agreement ends.
      2. Provide you with a statement of the Plan balances remaining on the last day of Plan Management activities, within 14 days of the last day we process transactions on your behalf.
11. **COMPLAINTS AND FEEDBACK**
12. If the Participant wishes to give D Parissi Bookkeeping Services feedback or wishes to make a complaint in regard to the provision of supports, you can make a complaint:
    * 1. In person to the Principal or a staff member;
      2. By email to dparissibookkeeping@gmail.com;
      3. Verbally by telephone to to 0401 624 450; or
      4. By post to Unit 2/58 Casey Drive Lalor 3075 Vic Australia.
13. For all written complaints or feedback, please provide your complaint in the form of our written Feedback and Complaints Form.
14. We will resolve complaints promptly in accordance with our Feedback and Complaints Policy.
15. You can make a complaint to the NDIS Commission by:
    * 1. Phone: 1800 035 544 or TTY 133 677 (Interpreters can be arranged);
      2. National Relay Service and ask for 1800 035 544; or
      3. Visiting <https://www.ndiscommission.gov.au/about/complaints> and filling out a complaint contact form.

**AGREEMENT SIGNATURES**

Executed as an agreement on Date: …..…/…..…/…..…

**Signed** for and on behalf of

**PARISSI, DANIEL** trading as **D Parissi Bookkeeping Services**

**ABN 26 307 882 556,** by:

…………………………………………. ………………………………………….

Signature Name (please print)

**Signed** by the Participant:

…………………………………………. ………………………………………….

Signature Name (please print)

**Signed** by the Representative:

…………………………………………. ………………………………………….

Signature Name (please print)

**Internal Use Only**

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| A fully signed version of the Agreement should be provided to the Client. If this has not occurred, please make a record below of the circumstances if the Client did not receive a copy of their Agreement. |
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**Annexure A: Schedule of Supports**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Support item** | **Description of support** | **Price per unit** | **No. of Units** | **How the support will be provided** | **Start Date** | **End Date** | **Total** | **Comments** |
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| **Total budget NDIA managed $** | | | **Total budget plan managed $** | | | **Total budget self-managed $** | | |

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| --- | --- |
| **Participant Signature:** | **Date: \_\_\_/\_\_\_/\_\_\_** |
| **Signed on behalf of D Parissi Bookkeeping Services:** | **Date: \_\_\_/\_\_\_/\_\_\_** |

**Annexure B: Change to Schedule of Supports**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Change number** | **Type of change** | **Support relating to** | **Details of change** | **Date effective** | **Change in budget** | **Total new budget** | **Payment information** | **Comments** |
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| **Change number** | **D Parissi Bookkeeping Services Representative name** | **D Parissi Bookkeeping Services Representative signature** | **Date** | **Participant/Representative’s name** | **Participant/Representative’s signature** | **Date** |
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