*futures in sight*

PO BOX 882

Marrickville, NSW 2204

[info@futuresinsight.com.au](mailto:info@futuresinsight.com.au)

NDIA Provider No. 405 003 6602

***Things you need to know about your agreement with futures in sight***

This *Service Agreement* is **not** your National Disability Insurance Scheme (NDIS) Plan.

This *Service Agreement* is about how we will work together so you can achieve your goals in the way that is best for you.

**Supports Provided – What we will do**

How *futures in sight* will help you is written down in the ***Schedule of Fees***  attached to your agreement with *futures in sight*

**Our Responsibilities**

*futures in sight* agrees to:

* provide you with the services that are written down in the Schedule of Fees document;
* assist you to self-direct your support;
* respect that you have control of your own life;
* work with you in a polite and respectful manner;
* respect your privacy and confidentiality (see our Privacy, Dignity and Confidentiality Policy for more information);
* provide you with accurate, relevant and high-quality information in a format that works best for you;
* provide you with prompt and reliable service;
* listen to any complaint and investigate it promptly (see our Complaints Policy for more information);
* make we provide support that is free from abuse, neglect, harm, exploitation, discrimination and harassment
* give you at least 24 hours’ notice, if possible, if we need to change an appointment with you;
* give you at least 28 days’ notice if we need to change this agreement;
* give you a timesheet and what we have done for you to sign at the end of each month (please note we will not provide you with a timesheet if you only use our Plan Management services, as the monthly fee is the same every month and does not change)
* respect your right to view any information about you held by *futures in sight* (please give us reasonable notice if you would like to see this information);
* share our policies with you (check them out on [www.futuresinsight.com.au](http://www.futuresinsight.com.au) or contact us and we will email them to you)
* provide a service that is legal and ethical, and;
* review this agreement with you regularly.

**Your responsibility:**

You agree to:

* tell us what you would like us to do and how you would like us to do it so we can write it into the ***Schedule of Fees*** document;
* treat everyone associated with *futures in sight* politely and with respect;
* give us feedback about our work;
* tell us if you are not happy with our work with you so that we can improve it;
* not ask *futures in sight* to do anything that is illegal or unethical;
* tell *futures in sight* if anything changes to your situation that you think might affect this Service Agreement;
* let us know if anything in your NDIS Plan changes that affects our work with you;
* give us at least 24 hours’ notice, if possible, if you need to change an appointment with us;
* give us at least 28 days’ notice if you need to change this agreement, and;
* review this agreement with us regularly.

Please note – futures in sight will NOT be responsible for payments for your supports which are unable to be claimed from your NDIS Plan.

You will be personally responsible for paying for any costs for supports which you have agreed to that are more than the funds available in your NDIS Plan

**Privacy**

*futures in sight* will only keep information about you that we need to be able to provide you with a service.

We will keep this information secure.

Please make sure you have filled out the information about your privacy in our agreement so we know who you do NOT want us to share any information with and if you are ok with sharing parts of your NDIS plan so organisations can provide services to you.

Check out our policies on [www.futuresinsight.com.au](http://www.futuresinsight.com.au)

**Payments**

Unless you are funding our services privately, *futures in sight* will provide services at a price in line with the current NDIA price catalogue. This means our fees may increase during your current agreement with us.

Depending on how your plan is managed, we will claim our fees from the NDIA or send an invoice to either you or your plan manager. If we will claim from the NDIA we will make a service booking for the services you want us to do.

**Reviews and Changes**

Both you and *futures in sight* can review and make changes to our agreement at any time.

We agree that we will give each other 28 days’ notice if either of us wants to make any changes. We can do this by writing a letter, sending an email or making a phone call.

We will talk about what changes need to be made and to then write a new *Service Agreement* for you, your Nominee and *futures in sight* to sign and date.

**Ending this Service Agreement**

Our agreement is accompanied by several attachments including a Schedule of Fees. Our services will begin and end in n line with the Schedule of Fees dates.

You or *futures in sight* can also end our agreement at other times.

If you want to end our agreement, please give us 28 days’ notice that that is what you want to do. You can tell us by writing a letter, sending an email or by giving us a phone call.

If *futures in sight* wants to end our Agreement, we will also give you 28 days’ notice by writing a letter or sending an email.

If either you or *futures in sight* breaks our agreement in a serious way, we will end the Agreement immediately.

**Policies and Procedures**

*futures in sight* is a registered provider with the National Disability Insurance Scheme and works in line with requirements outlined by the NDIS Quality and Safeguards Commission.

Some of our key policies can be found on our website ([http://www.futuresinsight.com.au/our-policies.html](http://www.futuresinsight.com.au/how-we-work.html)). You will also find our Participant Handbook and our Service Charter there. If you want a copy of those policies and documents, please contact us.

**Feedback and Complaints**

We like to get your feedback. This feedback helps us to make sure that we keep providing a good service.

*futures in sight* also encourages you to let us know if you are not happy with our service so we can do better.

Like every relationship, sometimes things go wrong, and we hope that we can fix things by talking about them. We agree that we will talk with you and together we will try to fix things when something has gone wrong. We would really like you to do the same and talk to us when something has gone wrong.

*futures in sight* has a Complaints Policy and Procedure. You can download it from our website ([http://www.futuresinsight.com.au/our-policies.html](http://www.futuresinsight.com.au/how-we-work.html) ) or call us and we can send it to you.

If you are not happy with what we do, you can contact:

Our Complaints Officer – Sharon Smith – [sharon@futuresinsight.com.au](mailto:sharon@futuresinsight.com.au)  or on 0402 262 113; or

If you feel that you do not want to complain to us directly or you feel we have not listened to your complaint, You can also complain to the *NDIS Quality and Safeguards Commission*. You can do so by:

Phone:1800 035 544

Or visiting their website: <https://www.ndiscommission.gov.au/about/complaints>

The NDIS Commission can take complaints from anyone about:

* NDIS services or supports that were not provided in a safe and respectful way
* NDIS services and supports that were not delivered to an appropriate standard
* how an NDIS provider has managed a complaint about services or supports provided to an NDIS participant

**NDIS Information**

Our agreement with you is made according to the rules and the goals of the National Disability Insurance Scheme (NDIS).

You and *futures in sight* agree that our agreement is in line with the main ideas of the NDIS. These ideas include things like you being in control of your supports, achieving your goals and taking part in the community.

Under tax law we must let your know that :

"A supply of supports under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports 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."

In relation to cancelling a service, the NDIS Price guide (October 2019) says:

Where a provider has a short notice cancellation (or no show) they are able to recover 90% of the fee associated with the activity, subject to the terms of the service agreement with the participant. Providers are only permitted to charge for a short notice cancellation (or no show) if they have not found alternative billable work for the relevant worker and are required to pay the worker for the time that would have been spent providing the support.

A cancellation is a short notice cancellation if the participant:

* does not show up for a scheduled support within a reasonable time, or is not present at the agreed place and within a reasonable time when the provider is travelling to deliver the support; or
* has given less than two (2) clear business days’ notice for a support that meets both of the following conditions:
* the support is less than 8 hours continuous duration; AND
* the agreed total price for the support is less than $1000; or
* has given less than five (5) clear business days’ notice for any other support.

Claims for a short notice cancellation should be made using the same support item as would have been used if the support had been delivered, using the “Cancellation” option in the Myplace portal. When making a claim for a cancelled support the provider should claim for the full-agreed price of the support and indicate in the payment system that the claim is for a cancellation. The payment system will reduce the claim to 90% of the full-agreed price.

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| Cancellation Example 1:  (In this example, the support is 01\_301\_0104\_1\_1, which has a price limit of $58.31 per hour.  A one-hour support is scheduled for 10 am on a Tuesday following a Public Holiday Monday.  The provider and participant have agreed an hourly rate of $50.00 and have agreed that the provider can charge for short notice cancellations and no shows.  The participant cancels the support after 10 am on the preceding Thursday and the provider is not able to find alternative billable work for the relevant worker and is required to pay the worker for the time that would have bene spent providing the support  The provider’s claim for this support should be made at the agreed rate for the service and indicate that the support was cancelled at short notice. The system will reduce the claimed amount by 10%. |

There is no limit on the number of short notice cancellations (or no shows) that a provider can claim in respect of a participant. However, providers have a duty of care to their participants and if a participant has an unusual number of cancellations then the provider should seek to understand why they are occurring.

The NDIA will monitor claims for cancellations and may contact providers who have a participant with an unusual number of cancellations.