

## Appendix 1: NDIA Model Service Agreement annotated by NDS

**NOTE:** A Service Agreement can be made between a Participant and a Provider or a Participant's representative and a Provider. A Participant's representative is someone close to the Participant, such as a family member or friend or someone who manages the funding for supports under a Participant's NDIS plan.

Text in [square brackets] is for instructions / guidance only. Please delete any text that does not apply, such as where an option is given in [square brackets].

### Parties

This **Service Agreement** is for [insert name of Participant], a Participant in the National Disability Insurance Scheme (Participant), and is made between:

**[Participant / Participant's representative]** (such as a family member or friend)]

[insert name of Participant /and Participant's representative – if involved]

and

**Provider**

[insert name of Provider]

This Service Agreement will commence on [day, month, year] for the period [insert date] to [insert date]<sup>1</sup>.

### The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the Participant's National Disability Insurance Scheme (NDIS) plan.

A copy of the Participant's NDIS plan is attached to this Service Agreement [delete this sentence if Participant chooses not to attach their 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.

### Schedule of supports<sup>2</sup>

The Provider agrees to provide the Participant [insert description of supports] for [insert duration of each of the supports provided].

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

<sup>1</sup> The service agreement dates are generally within NDIS plan dates.

<sup>2</sup> It's important to note that this should be included as an attachment at the end of the Service Agreement. The Schedule of Supports is subject to change, and should be updated regularly to reflect support provided to Participants.

GST inclusive (if applicable) and include the cost of providing the 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]* and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.<sup>3</sup>

## Responsibilities of Provider<sup>4</sup>

The Provider agrees to:

*[Insert any agreed information about how the Provider is to work with the Participant in the provision of supports. Below are suggested minimum inclusions]*

- Review the provision of supports at least *[specify frequency eg. 3 monthly]* with the Participant
- Once agreed, provide supports that meet the Participant's needs at the Participant's preferred times.
- 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 appointment to provide supports.<sup>5</sup>
- 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.
- 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; keep accurate records on the supports provided to the Participant, and
- Issue regular invoices and statements of the supports delivered to the Participant.

## Responsibilities of *[Participant / Participant's representative]*<sup>6</sup>

The *[Participant / Participant's representative]* agrees to:

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<sup>3</sup> There is provision in the 2016-17 Price Guide to allow for Participants to use their NDIS plan to cover 'Activity Costs'. Please read the Price Guide for further information around guidelines of use. Any additional fees for 'Activity Costs' need to be clearly identified by the Provider and communicated with the Participant.

<sup>4</sup> Please note that there are a number of additional Provider responsibilities that could be included in this section. For example, OH&S compliance Providers may want to consider what information is provided in the intake process to Participants to inform them of 'Responsibilities of Provider', such as complaints policy. This information should be consistent with information contained in the NDIS Service Agreement.

<sup>5</sup> Provisions around this may need to be expanded dependent on what supports are provided. For example: Participant will be offered a replacement support worker if rostered support worker is unavailable. This could also be further explained in a 'Cancellation' clause.

<sup>6</sup> Providers may want to consider what additional responsibilities a Participant may have. Some might include: policy regarding Participant change of circumstance, obligation of Participant to pay and/or acknowledge supply of support, and compliance with Provider policies.

- 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
- Give the Provider a minimum of 24 hours' notice<sup>7</sup> if the Participant cannot make a scheduled appointment; 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.

## Payments<sup>8</sup>

The Provider will seek payment for their provision of supports after the *[Participant / Participant's representative]* confirms satisfactory delivery.

*[One or more of the below paragraphs may apply. Delete those that do not apply.]*

*[If the funding for any of the supports provided under this Service Agreement is managed by the Participant:]*<sup>9</sup> The Participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After 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 *[insert reasonable time period, e.g. 7 days]*.

*[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. After providing those supports, the Provider will send the Participant's Nominee an invoice for those supports for the Participant's Nominee to pay. The Participant's Nominee will pay the invoice by *[specify cash / cheque / EFT]* within *[insert reasonable time period, e.g. 7 days]*.

*[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. 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:]*<sup>10</sup> The Participant has nominated the Plan Management Provider *[insert name of Registered Plan Management Provider]* to manage the funding for NDIS supports provided under this Service

<sup>7</sup> Providers may want to consider providing further clarification around this. For example, indicate what happens when a Participant is unwell. This could also be further explained in a 'Cancellation' clause.

<sup>8</sup> Providers may want to consider including the payment terms of any incurred costs such as 'Activity Costs' or transport. For example, the Participant may be billed directly for entrance fees, event tickets, meals etc. Providers may also want to consider including a process regarding 'Disputed Payments' in the event that a Participant disputes their obligations to pay part or all of an invoice.

<sup>9</sup> Providers may want to consider the legal risks associated with doing business with self-managed Participants. Further information may be necessary to mitigate the risk of non-compliance. For example, considering debt collection policies.

<sup>10</sup> This means that the plan is managed by a financial intermediary (ie. Plan Manager). Providers may want to consider what risks are associated with engaging with a Participant whose plan is managed by a financial intermediary. It is important to note that financial intermediaries are bound by NDIS Terms of Business.

Agreement. After providing those supports, the Provider will claim payment for those supports from *[insert name of Registered Plan Management Provider]*.

## Changes to this Service Agreement<sup>11</sup>

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.

## Ending this Service Agreement

Should either Party wish to end this Service Agreement they must give *[insert reasonable time period depending on nature of supports, e.g. 1 month]* notice.<sup>12</sup>

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

## Feedback, complaints and disputes<sup>13</sup>

If the Participant wishes to give the Provider feedback, the Participant can talk to *[insert name of Provider's contact person]* on *[insert contact details, e.g. phone, email, and/or postal address]*.

If the Participant is not happy with the provision of supports and wishes to make a complaint, the Participant can talk to *[insert name of Provider's contact person]* on *[insert contact details, e.g. phone, email, and/or postal address]*.<sup>14</sup>

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](https://www.ndis.gov.au) for further information.

## 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
- 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.<sup>15</sup>

## Contact details

The *[Participant / the Participant's representative]* can be contacted on:

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<sup>11</sup> Providers may want to consider developing an 'Amendment Sheet' to reduce the amount of paperwork given to Participants. Changes should also be reflected in the Schedule of Supports.

<sup>12</sup> Please note that Providers cannot charge Participants for services that have not been provided. If a Participant chooses to leave the Provider, and has informed the Provider according to the cancellation policy, a Provider will not be able to charge for any future agreed upon supports.

<sup>13</sup> The NDIS Terms of Business stipulates that Providers are required to provide Participants with information about the complaints process. Providers should include information about the Disability Services Commissioner and Ombudsman.

<sup>14</sup> Providers may want to consider providing Participants with further information about the Provider's complaints process, if appropriate. This could be included in a Starter/Induction Pack.

<sup>15</sup> Providers may consider it more appropriate to include this information in a clause outlining 'Change of Circumstances'. In the 'Change of Circumstance' clause, Providers may need to consider that the Participant will not intend to renew their NDIS Service Agreement when their 2<sup>nd</sup>, 3<sup>rd</sup> etc. plan has commenced.

Contact details	
Phone [B/H] Phone [A/H]	
Mobile	
Email	
Address	
Alternative contact person	

The Provider can be contacted on:

Contact name	
Phone [B/H] Phone [A/H]	
Mobile	
Email	
Address	

## 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]

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Date

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Signature of authorised person from Provider

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Name of authorised person from Provide

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Date

### **Attachment – Copy of Participant's NDIS plan**

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

Attachment – Schedule of supports

[Insert a table of the supports to be provided under the Service Agreement, including sufficient details such as description, price, and how they will be provided. Example table below.]<sup>16</sup>

Support  List the name of the support.	Description of support  List the details of the support, including scope and volume.	Price and payment information <sup>17</sup>  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.

Cancellation Policy:<sup>18</sup>

[Insert information about a cancellation policy (if relevant). Cancellation policies must be reasonable and comply with all applicable laws (e.g. the Australian Consumer Law).]

<sup>16</sup> Providers may want to consider placing the Schedule of Supports at the front of the Service Agreement. This could assist to contextualise the Service Agreement for Participants. Providers may want to consider including the following: How often/when supports will be provided, how many hours of support provided, the total units provided, the cost per unit, start & end date of support and total cost of support.

<sup>17</sup> Providers may want to consider including a disclaimer regarding the possible future increase of price, to allow for CPI or if the NDIS Price Guide changes.

<sup>18</sup> Providers should refer to the NDIS Price Guide for further guidance regarding cancellations, including billing Participants for late-notice cancellations and no-shows. Please note, Providers are only able to bill against a Participant's NDIS plan for 8 late-notice cancellations. Providers will need to include information about what they will claim against a Participant's plan for late-notice cancellations and no-shows in the Service Agreement. Providers may need to consider developing an internal process to address non-attendance of Participants. This may include how the Provider will respond to recurrent and consistent late-notice cancellations or no-shows. Some Providers have responded to this by charging the Participant individually if they consistently fail to provide sufficient notice.