**PRACTICAL GUIDE TO THE NDIS**

# NDIS Service Agreements

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Author: NDS Victoria, Sector Support Team

**This guide includes general information and guidance for providers in creating a NDIS Service Agreement. Please note that this is for providers’ consideration only.**

**This guide is supported by Appendix 1: NDIA Model Service Agreement Annotated by NDS.**

## About: Service Agreements

A NDIS Service Agreement is a written agreement between a provider and participant which defines their terms of engagement. It is not a Service Booking. The NDIS Terms of Business and Provider Toolkit stipulates that a NDIS Service Agreement is required for the provision of NDIS services for GST, record keeping and payment assurance purposes. Specialist Disability Accommodation (SDA) providers are required to have a separate NDIS Service Agreement for provision of SDA supports.

A NDIS Service Agreement allows a provider to mitigate business risks that they may experience in the course of doing business with an NDIS participant and may vary between providers. This is because every provider may experience different risks (for example; type of support, client complexity, location, and service delivery). Providers need to consider their individual business risks and make alterations to their template NDIS Service Agreement to address these. Some of these risks may become evident when a provider undertakes individual and site risk assessments, or when the NDIA updates their resources (for example the [Price Guide](https://www.ndis.gov.au/providers/pricing-and-payment) and/or [Provider Toolkit](https://www.ndis.gov.au/providers/provider-toolkit.html)).

To ensure the template NDIA Service Agreement is understood by the participant and/or authorised representative, it needs to be accessible. Useful resources include an example [Easy English NDIA Model Service Agreement](https://www.ndis.gov.au/html/sites/default/files/documents/Service_Agreement.pdf) and the [Easy English Style Guide](http://www.scopeaust.org.au/wp-content/uploads/2015/02/Clear-Written-Communications.-The-Easy-English-Style-Guide..pdf), developed by Scope.

## Guidance for Providers

When developing a NDIS Service Agreements providers need to consider what information is most important and make sure that this is highlighted to participants. This can be done by formatting or ordering terms of engagement by level of importance. When developing an NDIS Service Agreement, providers may want to consider the following process:

1. Develop or review the organisation’s risk management framework
2. Research available resources e.g. the Model Service Agreement or the [minimum requirements for a Service Agreement](https://www.ndis.gov.au/html/sites/default/files/documents/Provider/Provider%20Toolkit/Module%205%20-%20Service%20Agreements%20v0_2.pdf)
3. Develop a template NDIS Service Agreement using the organisation’s risk management framework
4. Seek legal advice, if appropriate
5. Identify process regarding distribution of NDIS Service Agreement. This is relevant if a Support Coordinator or Local Area Coordinator (LAC), and/or Nominee is in place
6. Review NDIS Terms of Business regularly and amend the template NDIS Service Agreement according to new or updated policies.

Providers need to review their intake policy and process to establish what information is required from the participant to ensure that there is adequate funding available for the provision of requested supports.

A NDIS Service Agreement should be agreed upon and signed by participant or Authorised Representative, for example Nominee or legal guardian involved, prior to the provision of services to the participant. Participants (and/or Authorised Representative) must have a clear understanding as to what is detailed in the NDIS Service Agreement, and have the opportunity to discuss amendments.

### A NDIS Service Agreement typically includes the following:

* Schedule of supports detailing, but not limited to: how supports are provided, type of support provided, cost of support and total dollar value of service to be provided. The schedule of supports should be updated to reflect any changes of support. NB Prices agreed upon in Service Agreements cannot be affected by changes to maximum prices set by NDIA, unless providers include a clause in their NDIS Service Agreement stating that prices will be adjusted periodically to reflect NDIA’s price increases.
* The purpose(s) of the NDIS Service Agreement & key terms
* Start and end date of the NDIS Service Agreement
* Parties of the agreement & their contact details
* Clauses regarding:
  + Rights and responsibilities of both the participant and provider.
  + Termination of service or Service Agreement.
  + Service bookings (including consent for the creation of service bookings).
  + Complaints, grievances and conflict resolution.
  + Cancellations, including temporary service break and ‘no shows’.
  + Payment terms i.e. identifying how the provider will receive payment for supports delivered & GST exemption.
  + Process regarding how the participant authorises that supports were provided.
  + Privacy, indemnities, risk and assurance.
  + Pricing updates (for example, from the Consumer Price Index {CPI} and Equal Remuneration Order {ERO}) and associated processes (for example, the participant will be notified by letter of any changes to pricing). Providers need to ensure any changes in pricing are communicated to participants allowing a minimum of 14 days’ notice, in case of a withdrawal or termination of services as a result of the pricing changes. (see [NDIS Terms of Business](https://www.ndis.gov.au/medias/documents/hb2/h9a/8800431734814/TOB-30032017.pdf))

Any changes to the supports or their delivery must be in writing, and signed and dated by both the provider and participant (see [NDIS Provider Toolkit Module 5: Service Agreements](https://www.ndis.gov.au/html/sites/default/files/documents/Provider/Provider%20Toolkit/Module%205%20-%20Service%20Agreements%20v0_2.pdf)). For this reason, providers may want to consider developing an ‘Amendment Sheet’. This will reduce the amount of paperwork provided to participants if changes need to be made to the NDIS Service Agreement, including the Schedule of Supports. This might include core information such as; plan dates, participant information, provider information, changes and provision for participant to provide consent. It is important to note that NDIS Service Agreements cannot contain agreements that breach the NDIS Terms of Business or relevant consumer laws. For more information refer to the [Australian Competition & Consumer Commission](http://www.accc.gov.au/about-us/information-for/consumers-with-disability).

**If you have any further questions please contact Stephanie Worsteling, National NDIS Advisor, at** [**stephanie.worsteling@nds.org.au.**](mailto:stephanie.worsteling@nds.org.au)

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