



Fact Sheet H – Tips on Developing National Disability Insurance Scheme Service Agreements including Easy Read Versions

Background

A core component of the NDIS is the Service Agreement – the consumer contract between an NDIS provider and participant. According to the NDIS, a Service Agreement is an agreement between the provider and the participant on the supports to be provided and the conditions surrounding those supports.

For providers, the NDIS states:

- *Providers should support each participant to understand any Service Agreement using the language, mode of communication and terms that the participant can understand.*
- *The NDIA recommends having a written Service Agreement so participants and providers are clear about what each party has agreed to.*
- *Service Agreements help make sure the participant and provider have the same expectations of what supports will be delivered and how they will be delivered.*
- *Making a Service Agreement is a negotiation between the participant and the provider. Participants may involve a nominated person (such as a participant’s family member or friend).*
- *A written Service Agreement is required for some supports under the NDIS rules. For some other NDIS services, the NDIA does not require written Service Agreements.*

For more information on Service Agreements, visit: www.ndis.gov.au/providers/working-provider/connecting-participants/service-agreements

In the NDIS Terms of Business for Registered Providers (Effective 1 July 2016, updated January 2020) it is stated that:

- *Providers must also abide by relevant consumer laws regarding the provision of receipts and itemised bills.*
- *Service Agreements must be consistent with the NDIS’s pricing arrangements, guidelines and the requirements of the A New Tax System (Goods and Service Tax) Act 1999 regarding the application of the goods and services tax to its services.*
- *For a participant who is managing the funded supports in their plan (self-managing participant), the Service Agreement must clearly set out the costs to be paid in relation to the support, when delivery of the support is to be performed and method of payment.*
- *The Service Agreement must also provide information on complaint handling and dispute resolution processes.*

For more information on registering as a provider, visit: <https://www.ndis.gov.au/providers/becoming-ndis-provider/how-register/registering-provider-wa>

For participants, the NDIS states that in making a Service Agreement:

- *Most of your NDIS supports will be delivered by providers. Providers are people or businesses of your choice.*
- *You will normally need to make a written agreement with your provider(s). This is called a Service Agreement.*
- *Service Agreements should be simple and set out how and when your supports will be delivered.*
- *Service Agreements can be made between you and your provider, or between another person (like a family member or friend) and your provider.*
- *Service Agreements are different from your NDIS plan. Your plan lists your NDIS supports, but a Service Agreement is about delivering those supports.*
- *When making a Service Agreement, you should take a copy of your NDIS plan. If you like, you can attach the copy of your NDIS plan to your Service Agreement(s). This will help your provider deliver you the right supports in the right way.*

Find more information on making a Service Agreement here: www.ndis.gov.au/participants/working-providers/making-service-agreement

Service Agreements might include information such as:

- What supports and services the provider agrees to provide.
- The cost of those supports and services.
- How, when and where you would like your supports and services to be provided.
- How long you need the supports and services to be provided.
- When and how your Service Agreement will be reviewed.
- How any problems or issues that may arise will be handled.
- Your responsibilities under the Service Agreement – such as letting your provider know if you can't make an appointment.
- The provider's cancellation policy.
- Your provider's responsibilities – such as working with you to deliver your supports and services in the right way.
- How you or your provider may change or end the Service Agreement.

The NDIS Practice Standards and Quality Indicators Guidelines require that a Service Agreement is in place, and as part of the audit process, there are a number of Service Agreement requirements specified in the NDIS Practice Standards Core Module and/or by certification bodies (see Table 1).

Guidance on Service Agreements

Fortunately for individuals or organisations considering becoming registered as an NDIS provider, there is a wealth of guidance and tips (much available for free from a range of websites) on developing, implementing and operating Service Agreements with participants. There are also many Service Agreement templates, including easy read versions, available online. Follow the below links to several guiding resources and templates.

- **Carers Australia Service Agreement Template:** <http://carersaustralia.com.au/storage/self-management-service-agreement-example.pdf>
- **National Disability Services Practice Guide to Operating in the NDIS:** <https://www.nds.org.au/images/SDP/practical-guides/Practical-Guide-to-NDIS-Resources-Final.pdf>

- **National Disability Practitioners – Working with the NDIS:** <https://www.ndp.org.au/ndis-sole-traders/working-with-the-ndis/68-sole-traders/860-working-with-self-managed-participants-and-plan-managers>
- **Western Australia’s Individualised Services Sample Service Agreement – Easy Read**
<http://waindividualisedservices.org.au/wp-content/uploads/2019/03/Sample-Service-Agreement-Easy-Read.pdf>

Table 1 - Service Agreement requirements specified in NDIS Practice Standards Core Module and/or by Certification Bodies

2. Provider Governance and Operational Management

2.8 Continuity of Supports

Outcome: Each participant has access to timely and appropriate support without interruption.

Indicator	Requirement to demonstrate compliance
2.8 4	Arrangements are in place to ensure support is provided to the participant without interruption throughout the period of their Service Agreement. These arrangements are relevant and proportionate to the scope and complexity of supports delivered by the provider.

3. Provision of Supports

3.3 Service Agreements with Participants

Outcome: Each participant has a clear understanding of the supports they have chosen and how they will be provided.

Indicator	Requirement to demonstrate compliance
3.3 1	Collaboration occurs with each participant to develop a Service Agreement which establishes expectations, explains the supports to be delivered, and specifies any conditions attached to the delivery of supports, including why these conditions are attached.
3.3 2	Each participant is supported to understand their Service Agreement and conditions using the language, mode of communication and terms that the participant is most likely to understand.
3.3 3	Where the Service Agreement is created in writing, each participant receives a copy of their agreement signed by the participant and the provider. Where this is not practicable, or the participant chooses not to have an agreement, a record is made of the circumstances under which the participant did not receive a copy of their agreement.
3.3 4	Where the provider delivers Supported Independent Living supports to participants in specialist disability accommodation dwellings, documented arrangements are in place with each participant and each Specialist Disability Accommodation provider. At a minimum, the arrangements should outline the party or parties responsible and their roles (where applicable) for the following matters: a) How a participant’s concerns about the dwelling will be communicated and addressed; b) How potential conflicts involving participant(s) will be managed; c) How changes to participant circumstances and/or support needs will be agreed and communicated; d) In shared living, how vacancies will be filled, including each participant’s right to have their needs, preferences and situation taken into account; and e) How behaviours of concern which may put tenancies at risk will be managed, if this is a relevant issue for the participant.

3.4 Responsive Support Provision

Outcome: Each participant accesses responsive, timely, competent and appropriate supports to meet their needs, desired outcomes and goals.

Indicator	Requirement to demonstrate compliance
3.4 2	Where agreed in the Service Agreement, and with the participant’s consent or direction, links are developed and maintained through collaboration with other providers to share information and meet participant needs.