

# NDIS SERVICE AGREEMENTS GUIDE

## For NDIS participants engaging with providers

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## What is a Service Agreement?

**A Service Agreement is an agreement between a customer and a service provider. When you agree to use your NDIS funds to pay for supports, you are entering into a contract with the provider.**



A service agreement defines in writing your rights and responsibilities as a service recipient/customer/NDIS Participant. A Service Agreement should also clearly identify how and when you want your services/supports to be provided and by whom e.g. you can request a specific person to provide the support however most service providers would like to have the option of a backup person/s to cover employee leave entitlements. Just as you have choice in what supports you want to engage, providers also have a business model they have chosen. Their business model may or may not fit your need. If the service provider is unable to accommodate your needs, you may have to look for an alternate provider.

Finding providers willing to negotiate and collaborate with NDIS participants and or nominees when writing a Service Agreement is a genuine sign of a positive partnership moving forward.

Shop around, do your research, canvas and visit service providers, get peer reviews e.g. Facebook groups or the [NDIS quality and safeguards commission](#).

## What is a Service Provider?

An organisation that offers supports, services and/or products. Providers can be disability specific businesses or 'mainstream' businesses that supply cleaning or gardening services. Providers can choose to be NDIS registered or not. All NDIS participants can access registered NDIS providers. Self-managed and plan managed participants can access unregistered providers.

## What is a Schedule of Supports?

A schedule of supports frequently accompanies a service agreement or sometimes it is included in the Service Agreement. It contains details of the days, times and hourly rates of supports to be provided. They can also identify how and where the support will be provided and by whom, as well as travel/transport costs and activity expenses. This is where any personal costs not covered by NDIS would also be itemised.

## Why would I need a Service Agreement and a Schedule of Supports?

A service agreement and a schedule of supports are important safeguards to have in place with each service you engage to ensure you receive the supports requested at the time requested and at the agreed hourly rate. They should also detail both the service provider's responsibilities and those of the customer (NDIS participant and/or nominee).

One of the main objectives of the NDIS is to enable people with disability the choice and control of who provides their support, where, when and how it is provided. This choice means that NDIS participants also have opportunity to shop around to engage support that gives them the best value for money. It is good to remember cheap doesn't necessarily mean good value.

## Collaboration

Services should collaborate with participants and their nominee to develop a service agreement which establishes expectations, explains the supports to be delivered and specifies any conditions attached to the delivery of the supports, including why these conditions are attached.



Providers are responsible to ensure each participant and/or nominee is supported to understand their service agreement and its conditions using the language, mode of communication and terms that the participant is most likely to understand.

Where the service agreement is created in writing, each participant receives a copy of their agreement signed by the participant and the provider. If 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.

### **Tips:**

- Include your [vision statement](#). A vision statement is a personalised resource that is carefully planned with and around your family member.
- Include your goals and passions in the agreement so your paid supports are all working towards your vision.

## What needs to be included?

Every service agreement is unique. It needs to be tailored to the goals and aspirations in your NDIS plan. As such, make sure your service provider adapts the agreement so that it is personalised to your support needs.

### Keep it simple

State what support you will receive, when, where and how long you would like the supports, and the cost of the supports and how they will be paid for.

## How to pay for your supports

You will need to be clear about how payments will be made and you will need to make sure they are paid within the time-frame that you both agreed on. Include the time allowed to pay the invoice such as 7 days, or more.

Your service provider will need to know how your NDIS plan is managed in order to include details for invoicing, claiming and Service Bookings when needed. You will need to be clear about how payments will be made and you will need to make sure they are paid within the time-frame that you both agreed on. Include the time allowed to pay the invoice such as 7 days, or more.

## Three ways your NDIS plan funding can be managed



1. **Self-managed** - The NDIS participant or nominee are invoiced directly by the service providers. The participant/nominee submits a payment via the NDIS portal, on approval the funds are deposited into the participants nominated bank account for the invoice to then be paid. It is recommended that an agreed timeframe for payment of invoices be stated in the service agreement.

Having a written service agreement is good practice but not compulsory when self-managing, however your providers may be required to invoice you for GST as per Australian Tax regulations.

2. **Plan-managed** - plan managers are registered providers and require a service booking for the plan budgets that they are managing. Your direct services/suppliers are not required to be registered NDIS providers. It is recommended that your service agreement states how you will approve invoices for the plan manager to claim and pay.

Your service providers do not have to be NDIS registered however your plan

manager must pay for your supports within [the NDIS set price limits](#). It is important that agreed payment due dates between your direct service providers and Plan Manager align with payment periods stated in all service agreements.

3. **Agency-managed** - you can only access NDIS registered service providers. Service providers claim directly from the portal, to do this a service booking for the amount of funds you agreed to will need to be created either by you or the service provider. You will need to state how much funding you wish to be allocated in the service booking in order for the service provider to claim directly from the NDIS portal. To ensure that services provided equal claims made by the provider it may be worth including a clause in your service agreement stating that invoices/statements claimed from the portal be forwarded to you within the agreed specified time.

## Are NDIS supports and supplies GST-free?



Your service provider or supplier could be an organisation that offers disability supports, a community organisation, or a mainstream service provider/supplier such as a business that provides cleaning or garden services.

A supply to a NDIS participant is GST-free if all of the following requirements are met:

1. The NDIS participant has a [NDIS plan in effect](#). You do not need to give a copy of your whole NDIS plan to the service provider however you may be requested to provide evidence of the NDIS plan e.g. participant's name, NDIS number and the NDIS plan start date and NDIS plan review due date.
2. The supply is of [reasonable and necessary supports](#) that are specified in the statement of supports in the participant's NDIS plan. Also refer to our [reasonable and necessary flowchart](#) and the NDIS guide to self-management.
3. There is a [written agreement](#) between Service/Supplier and the NDIS participant (or nominee)
4. It is a supply covered by one of the tables in the [A New Tax System \(Goods and Services Tax\) \(GST free Supply—National Disability Insurance Scheme Supports\) Determination 2021 \(NDIS Determination\)](#)

[The explanatory statement to the NDIS determination](#) provides examples to assist participants with the types of supplies listed in the NDIS determination.

## You can take your time when making a decision



Do not feel pressured to sign the agreement then and there. You can request a time-frame for when the agreement needs to be signed. This can take the pressure off and give you time to contact other services before making a decision to sign. If you are not sure you can request a short service agreement e.g. for 2 months to see how you like the service.

You can contact [legal aid](#) or [law access](#) if you require specific legal advice. Legal Aid provide 20 minute appointments where you can obtain advice on an agreement you are considering signing.

These appointments are free and eligibility is not means tested.

If you are currently receiving services from the provider who is asking you to sign an agreement, you can agree that these services will continue to be provided before you sign through a verbal agreement.

Services cannot be provided and funded through the NDIS without an agreement, if there is no agreement in writing, it is assumed that there is a verbal agreement. It is best practice to put everything in writing, so you could send them an email explaining this verbal agreement.

## You can change the agreement

The changes need to be in writing, and you both need to agree. You may need to sign either the altered clauses on your original document or a new document to say that you agree with the changes. It is a good idea to check the whole document thoroughly to ensure you are happy with the agreement.

### You have the right to:

- take your time and ask for what you want
- ask for a better price
- say **no** if you do not want the goods or services offered
- be treated fairly
- have a support person present to help you understand and sign the agreement
- be given all the important and correct information - the service provider must not mislead you.

## Take action if there are any problems



A complaints/feedback procedure needs to be stated clearly in the agreement. It should state the name of the specific person to call (not just the service provider's business name) and their contact details. A back up contact should be named in case the first person cannot be contacted.

It is good practice to put everything in writing.

An email will provide proof of when you complained, what you complained about, what solution you expect, a time-frame for the solution to be put into place and any response/s given by the service provider. Document or diarise any complaints made/ promises made or actions to address the complaint, notes of any meetings, discussions, or performance feedback.

If you do not feel comfortable talking to this person, or if your problem is not being fixed, you have many avenues you can explore to resolve the issue. You can contact:

- [Family Advocacy](#)
- [NDIA feedback and complaints](#)
- [Department of Fair Trading](#)
- [NDIS Quality and Safeguards Commission](#)

See our [Troubleshooting Guide](#) for more details

Remember, under the NDIS you have the same rights to consumer law as you would when using your own money to buy goods and services. This means you have the same rights to refunds, replacements and repairs. For more information about what your rights under consumer law are, you can contact the Department of Fair Trading on 133220 or [fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au)

## You can end the agreement

The agreement should state a notice period with how much time you and the service provider must give before the agreement can end. The notice period depends on what you both agree on. It generally is one month but it can be shorter or longer, depending on what suits you best. It is up to you to negotiate this. You will need to inform the service provider in writing before you want the agreement to end. The service provider must also tell you if they want to end the agreement.

If the agreement is broken in any way, it can end without a notice period. For example, if your agreement states a time for when a support worker is to start and finish and the worker always turns up late, this is a breach of a clause in the

agreement. You need to complain to the service provider and if nothing is done in a reasonable time, and if the support worker continues to be late, you can decide to end the agreement immediately.

## Understand what is included in the agreement and or Schedule of Supports

Be clear about what is accounted for and what is not. For example consider; travel or transport costs are they charged per hour of service or per session, how are progress reports and updates charged? You will need to make sure these costs are included in the agreement. See our [NDIS Planning Tips](#) for more information on report writing.

### **Tip:**

Consider what may be personal out of pocket expenses and make sure they are in the agreement e.g. event tickets and or entrance fees.

## Speak up if something goes wrong

If there is a problem, follow the complaint/feedback procedure you both agree on. Usually this means you contact the service provider by phone or in person, explain what the problem is, and how you would like it to be resolved. If the person will not help you, contact them in writing via email or letter. If you do not feel comfortable or confident doing this, or if they refuse to help you, see our [NDIS Troubleshooting Guide](#).



## Ask for help

If you need help, talk to someone you trust such as a family member, friend or call us at Family Advocacy. If you have a support coordinator under your NDIS plan, they can help you with the agreement and help develop your schedule of supports with each of your service providers.

## You can request more information

It is good practice to request an itemised invoice or detailed breakdown of costs regardless of how your plan is managed and check these regularly to ensure no mistakes have been made. You are entitled to request this under Australian consumer law. This requires the service provider to state what services were provided or items purchased, how the price was worked out and if relevant, the number or hours provided and the hourly rates. It is advisable to include a provision in your agreement that states itemised invoices will be provided by the service at the agreed frequency in a format that suits you.



If you believe there has been fraud or misuse of your funding, you can report these concerns to the NDIA through the <mailto:fraudreporting@ndis.gov.au> email address or via telephone on 1800 650 717 and ask for the Scheme Integrity Team.

## Practical Tips

### ***Format flexibility***

Ask for the paperwork in a different format if you need to. You can have a video service agreement if you like, or you can use pictures instead of words if that is best for explaining things for you.



### ***Negotiate in your favour***

When you are given an agreement, use it as an opportunity to negotiate. Make sure the clauses are favourable to you. Consider what is most important to you and non-negotiable, as well as what you are more flexible about and are able to compromise on. Think about the difference between your needs and wants.

### ***Shop around***

You are the consumer of goods and services. Do your research and find out what choices you have. Like you would when searching for the right gardener, cleaner or plumber - ask around. Call or visit services, search online and compare options. Get reviews from your peers, or via Facebook groups or search online for the emerging e-market surrounding the disability sector. For example, there are sites that provide ratings and reviews for disability service providers.

### ***Keep all the paperwork***

It is important to have everything in writing in case any problems come up. Keep a copy of your service agreement in a safe place where you can find it again (perhaps together with your NDIS plan). Also, if there is a problem, and you have spoken to the service provider, make a note of the name of the person you spoke to, the date you spoke to them and what they said and follow it up in an email. In this way, you will have a record of the conversation.

### ***Delete irrelevant clauses***

The service provider may provide you with a generic service agreement, however, if a clause is not relevant to you, take it out. Each agreement needs to be tailored to the individual.

### ***Include your vision***

It is important to include your goals and passions in the agreement so your paid supports are all working towards your vision.

## Sample Service Agreement

The Sample Service Agreement explains some things you might want to include. It is not legal advice but simply suggestions that might help you. This means your agreement may not have all of the things listed below or it might have some extra things included. It is up to you to decide what you agree on. If you are not sure, seek appropriate legal advice.

**This service agreement outlines how we will work together to achieve the goals in my NDIS plan.**

It is made between: \_\_\_\_\_ and \_\_\_\_\_

Service agreement start date: \_\_\_\_\_ End date: \_\_\_\_\_

### Participant and/or Participant's Representative:

Name of Participant:  
NDIS number(only if required):  
Plan dates:  
Phone:  
Home address:  
Emergency contact name:  
Emergency contact number:

Name of Participant's Representative:  
Daytime phone:  
Evening phone:  
Mobile:  
Home address:  
Emergency contact name:  
Emergency contact number:  
Relationship to Participant:

Service provider:  
Name:  
Role:  
Daytime phone:  
Evening phone:  
Mobile:  
Business address:  
Emergency contact name:  
Emergency contact number:

## Participant's Vision and Goals

Include your passions, vision and goals. You can attach your Vision Statement.

**MY FIRST GOAL:** During this plan I want to gain more independence in preparation to move out of home and live alone or with one housemate.

**MY SECOND GOAL:** During this plan I want to start taking public transport to and from my part-time job at Topshop clothing store in the city.

**MY LONGER TERM GOALS AND ASPIRATIONS:** I want to move into full-time work in the fashion retail industry and maybe own my own clothes store one day.

## Relationships

Explain the type of relationship you want with your support worker or service. What are the values and qualities you are looking for in those that work with you, for example, open and consultative communication.] You may request your support workers do not wear lanyards, uniforms or display company branding on vehicles.

## What supports will be provided?

The provider agrees to provide the participant [insert description of supports] for [insert duration of each support provided].

(If the list is lengthy, this could be attached separately with a price list).

## When and how long they will be provided?

This service agreement will start on [day, month, year] for the period from [insert date] to [insert date].

How much will they will cost?

The cost of supports are in the attached Schedule of Supports. All prices are inclusive of GST.

## How will payments be made?

After the participant is satisfied with the delivery of the service by the provider, the service provider will claim payment by:

- giving me or my representative an invoice (self-manage)
- claiming the hours of service from the Provider portal (privately plan managed or Agency managed).

## Responsibilities of the Participant

The participant/participant's representative agrees to:

- inform the provider about how they would like the supports to be delivered to 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
- inform them about short notice cancellations: give the provider a minimum of 7 days' notice if the participant cannot make a scheduled appointment; and if the notice is not provided by then, the provider's cancellation policy will apply (Providers are able to claim 100% of the agreed fee as stated in the NDIS Pricing Arrangements. 7 days is the maximum days' notice that can be claimed. You may be able to negotiate either less days' notice or a reduced rate)
- give the provider the required notice if the participant needs to end the service agreement (see 'Ending the 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.

## Your service providers has responsibilities

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. They must agree:

- to provide the services you have agreed to
- to communicate with you open and honestly and in a timely manner to explain things clearly using the language, mode of communication and terms that you understand
- to treat you with courtesy and respect
- to obey the terms of the agreement
- to include you in all decision making in regards to your supports
- to make sure your information is kept up to date and correct
- give you the required notice if they need to end or re-negotiate the Service Agreement
- keep accurate records on the supports provided to you, and store your information carefully and make sure it is kept private
- to obey the laws that apply including the National Disability Insurance Scheme Act, the NDIS Rules and the NDIS Code of Conduct for service providers and workers
- to obey Australian Consumer and Contract Laws
- to provide invoices and statements for your supports and check whether GST applies
- review the provision of supports at least [specify frequency e.g. every three months] with the participant

- once agreed, provide supports that meet the participant’s needs at the participant’s preferred times
- Under Australian Consumer Law, keep accurate records of the supports provided to the participant
- issue regular invoices and statements of the supports delivered to the participant.

**What to do if there is a problem?**

If the participant wishes to give the provider feedback, is not happy and/or wants to make a complaint, the participant can talk to:

**Contact person**

Name 1:	Name 2:
Role:	Role:
Phone:	Phone:
Email:	Email:

If the participant is not satisfied or does not want to talk to this person, the participant can make a complaint to:

- National Disability Insurance Agency - 1800 800 110, visit one of their offices in person, or [ndis.gov.au/](http://ndis.gov.au/)
- Department of Fair Trading on 133220 or [fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au)
- NSW Quality and Safeguards Commission [ndiscommission.gov.au](http://ndiscommission.gov.au)

Remember, under the NDIS you have the same rights to consumer law as you would when using your own money to buy goods and services. This means you have the same rights to refunds, replacements and repairs. For more information about what your rights under consumer law are, you can contact the Department of Fair Trading on 133220 or [fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au)

**Changing the Service Agreement**

If changes to the supports or their delivery are needed, we both agree to discuss and review this agreement. We both agree that any changes to this agreement will be in writing, signed, and dated by both of us.

**Ending the Service Agreement**

Should either of us wish to end this agreement, we must give [insert reasonable time period depending on nature of supports, e.g. one month] notice. If one of us seriously breaches this agreement, the requirement of notice will be waived.

## NDIS Information

This agreement is made according to the rules of the National Disability Insurance Scheme (NDIS). The participant and the service provider agree that this agreement is in line with the main ideas of the NDIS. This includes moving towards the participant achieving their goals, self-directing their support, and taking part in the community.

### Goods and Services Tax (GST)

(For the purposes of GST legislation, the following sentence must be included in the agreement:)

"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."

## Signatures

By signing this document, I am saying that I agree with all of the information included in the service agreement.

### Participant or participant representative's name:

Signature:

Date:

### Service Provider staff member:

Signature:

Date:

### *End of sample Service Agreement*

## Contact us

Family Advocacy

Phone: 02 9869 0866 or 1800 620 588

Email: [communications@family-advocacy.com](mailto:communications@family-advocacy.com)

Web: [www.family-advocacy.com](http://www.family-advocacy.com)