

family

A D V O C A C Y

SERVICE AGREEMENTS

A guide for NDIS participants engaging with providers



(02) 9869 0866

communications@family-advocacy.com

What is a service agreement and why do I need one?

One of the main ideas behind the NDIS is that you have choice and control around how your funding is utilised for supports. Your NDIS plan presents your long and short-term goals and the funding you can use on services to support you to realise these goals. In the NDIS space, a service agreement (referred to in this guide as the agreement) is a tool that reflects the working agreement you have with your service provider, giving you clarity and protection. It reflects a promise between two parties of providing a service for payment in return. Typically, you can engage a service provider to provide a particular service and in return, you provide them with funding from your NDIS plan. It is about conversation, negotiation and working together in a genuine partnership.

However, it is important to remember that you are the recipient and so you are in the driver's seat. You have choices around what type of supports you would like a service to provide and how this should be reflected in the agreement.

Your service provider could be an organisation that offers disability supports, a community organisation, or a mainstream service provider such as a business that provides cleaning or gardening services. If you are self-managing or have a plan management provider managing your NDIS plan, the services you engage with can either be provided through NDIS registered providers or businesses not registered with the NDIS.

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.

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.

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. Legal Aid can be contacted at legalaid.nsw.gov.au

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
- to ask for a better price
- to say no if you do not want the goods or services offered
- to be treated fairly
- to have a support person present to help you understand and sign the agreement
- to 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 - www.family-advocacy.com
- NDIA feedback/complaints - www.ndis.gov.au/contact/feedback-and-complaints
- Department of Fair Trading - www.fairtrading.nsw.gov.au
- NDIS Quality and Safeguards Commission - www.ndiscommission.gov.au

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



Your service provider has responsibilities:

- to provide the services you have agreed to
- to be open and honest about the work they do
- to explain things clearly
- to treat you with respect
- to obey the terms of the agreement
- to include you in all decisions that they may make in regards to your supports
- to let you know what to do if you have a problem with the service(s) they are providing
- to listen to your feedback and fix problems
- to make sure your information is kept up to date and correct
- to tell you if they want to end the agreement
- to store your information carefully and make sure it is kept private
- to obey the laws that apply including the NDIS Act, the NDIS Rules and the NDIS Code of Conduct for service providers and workers
- to obey Australian consumer law and contracts law
- to provide invoices and statements for your supports and check whether GST applies
- to provide an itemised invoice if you request one within 30 days of receiving a bill.

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

You have responsibilities:

- to tell the service provider what supports you want and when you want them
- to be respectful towards staff
- to obey the terms of the agreement
- to ensure that there is a complaints and feedback procedure in place that you can use if you need to
- to tell them straight away if you want to end the agreement
- to let them know if you stop using the NDIS
- to agree on a time-frame for reviewing the agreement.

You can end the agreement

The agreement should state a notice period, which says 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.

How to pay for your supports

If you are self managing, you pay the invoice you receive from the service provider directly. If you have a plan nominee, a person who is managing your NDIS funding such as a family member, they will pay the invoice directly. If you are plan managed with an organisation who helps to manage your funding, they will pay the invoice. If you are Agency managed, the NDIA will pay your invoice directly.

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.



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.

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.

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.



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](#).

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.

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 you.

Understand what is included in the agreement

Be clear about what is accounted for and what is not. Consider what else may be an out of pocket expense and make sure it is in the agreement. For example, administration or transport costs might also be charged for each hour of service or each session of support; you will need to make sure these costs are included in the agreement.

Tip: Progress reports from therapists in preparation for the plan review should be included in their hourly rate and not charged as extra.

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

If you are concerned about how your funding is being spent by a service provider, you can request an itemised invoice or detailed breakdown of costs within 30 days of receiving a bill. 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. If this is something you would like regularly, you can include a provision in your agreement that states itemised invoices will be provided by the service once a month.

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

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:

Participant and/or Participant's Representative:

Name of Participant:

Name of Participant's Representative:

Daytime phone:

Evening phone:

Mobile:

Home address:

Emergency contact name:

Emergency contact number:

Relationship to Participant:

and 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.]

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.]

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 payments will 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
- give the provider a minimum of 24 hours' 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
- 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.

What is expected of the service provider?

- 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
- 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
- give the participant the required notice if the provider needs to end the service agreement (see 'Ending the Service Agreement' below for more information)
- protect the participant's private 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 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
- Department of Fair Trading on 133220 or fairtrading.nsw.gov.au
- NSW Quality and Safeguards Commission www.ndiscommission.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: