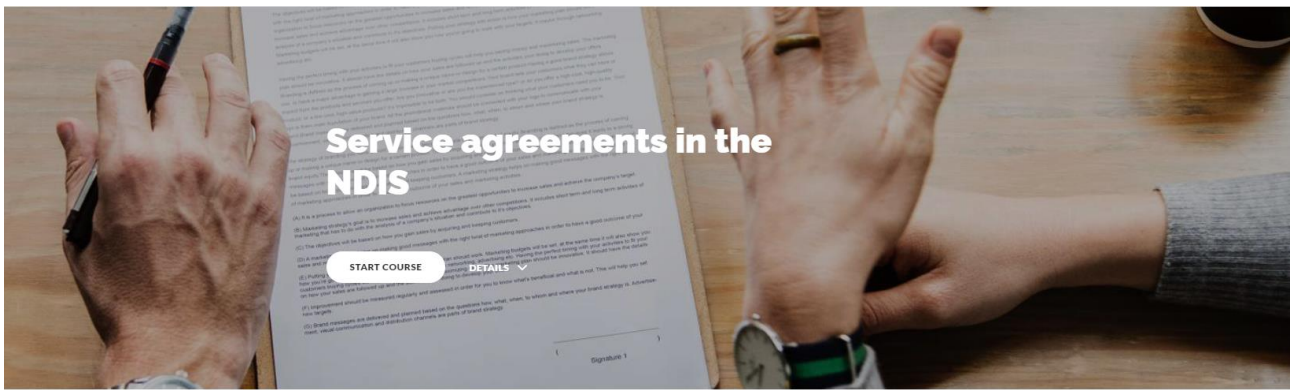


This PDF is available as an additional resource to complement the interactive training module.

Significant functionality is lost with the translation to PDF and we recommend all staff to complete the online version.



This training is for health professionals who are working with NDIS participants, either developing service agreements as part of their role, or supporting participants to develop a service agreement with their chosen provider.

The information in this module is general in nature. Every organisation does things differently and has different policies and procedures, so please interpret the content in this module with your organisation in mind and discuss any discrepancies with your line manager.

Duration: Approximately 45 minutes (note - you can close the training and pick up where you left off at a later date).

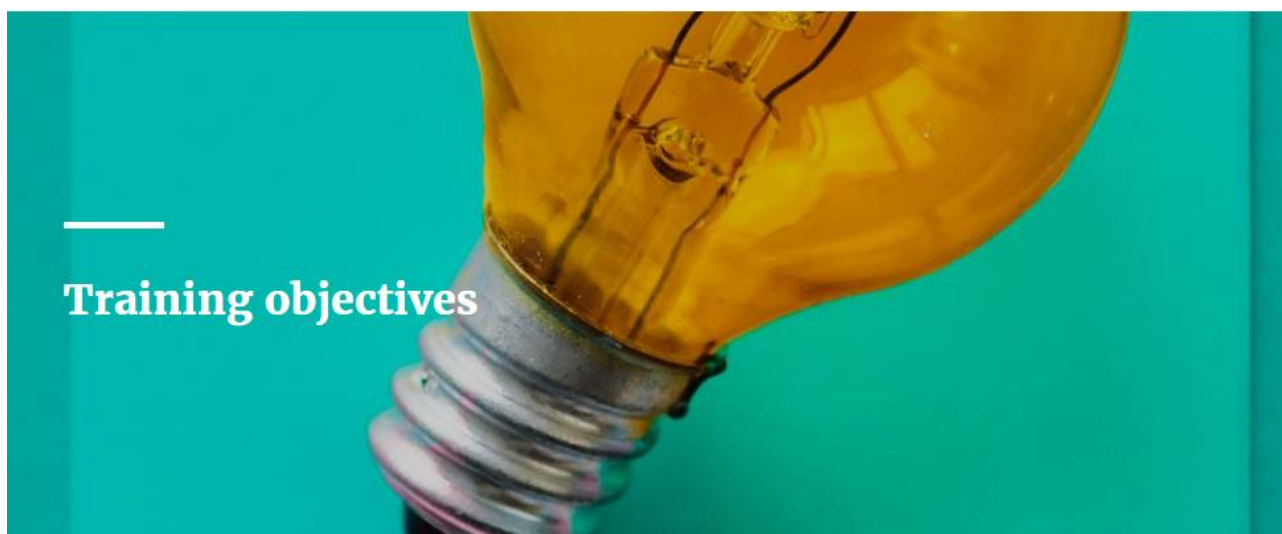
Last updated: February, 2022

Content and links in this training were correct at the time of publication. We check these regularly; however, if you find broken links or errors please contact transitionsupport@flinders.edu.au

Course Outline

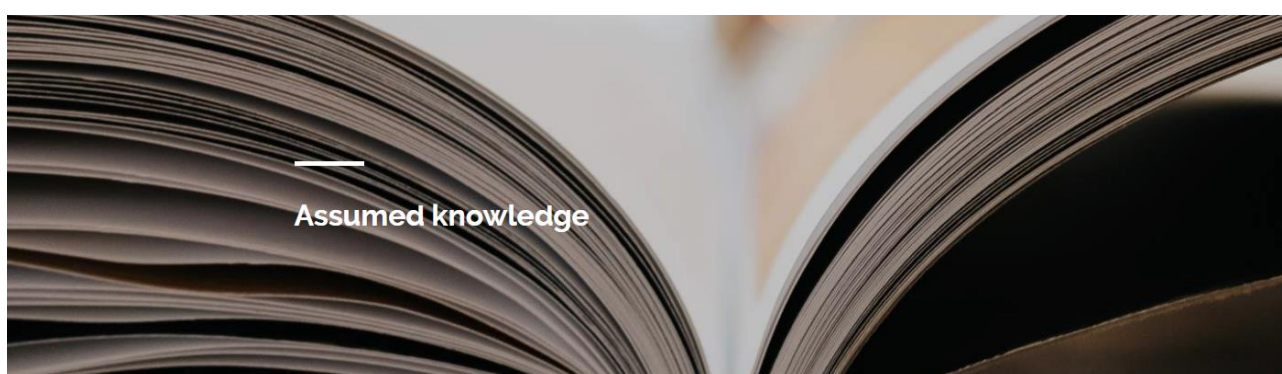
- ≡ Training objectives
- ≡ COVID-19 update
- ≡ Who can provide NDIS services?
- ≡ Service agreement basics: the whos, whys and whats
- ≡ Schedules of support
- ≡ Scenario
- ≡ Conflicts of interest, choice and control

- ≡ Changes and cancellations
- ≡ Rights and responsibilities



This training is for providers who are developing NDIS service agreements. It is designed for those supporting a participant to set up a service and for those providing the service. By the end of this module you will:

- understand the basics of being a provider in the NDIS (and know where to go for more information)
- understand what information should be included in a good service agreement
- understand the responsibilities of providers and participants when accessing a service.



This module focuses on setting up NDIS services, in particular, developing service agreements. It assumes an understanding of the NDIS and the principles of the scheme, and the access and planning processes. We have training modules to cover all of this which you can find on the [training page of our website](#). We recommend the following modules:

- NDIS explained

- ❑ NDIS access and psychosocial disability
- ❑ Reasonable and necessary in the NDIS
- ❑ Preparing for NDIS planning meetings

Note: this training module covers the basics of establishing service agreements. If you are a provider of an NDIS service it is also important that you are familiar with your responsibilities as a provider. The [NDIS provider page](#) and the [NDIS Quality and Safeguards Commission \(the NDIS Commission\) website](#) covers everything you need to know about providing services in the NDIS including your rights and responsibilities.

Some more specific requirements for service agreements apply to providers of supported disability accommodation (SDA). We recommend looking at these additional [rules and guidelines](#) if you are providing SDA or working with participants to develop an SDA service agreement, as they are not covered in this training.



Content in this training is based on the following sources:

- National Disability Insurance Scheme Act 2013 ([external link](#))
- National Disability Insurance Scheme (Provider Registration and Practice Standards) Rules ([external link](#))
- NDIS Code of Conduct ([external link](#))
- NDIS website ([external link](#))
- NDIS Quality and Safeguards Commission website ([external link](#))
- Competition and Consumer Act 2010 ([external link](#))
- Australian Tax Office website ([external link](#))

COVID-19 update

COVID-19 changes

The NDIA have made a number of short-term changes to the way that people can use their NDIS funding as a result of COVID-19. Some of the content discussed in these training modules may not apply to the current context. A summary of the major COVID-19 related changes is discussed here, including links to further resources. These changes are likely to be reviewed in the coming months.

Key changes

New line items for support coordination

From 25 March 2020, the support items for Support Coordination were temporarily duplicated into the Core Support Category – Assistance with Daily Life – so that participants can have greater access to support coordination services if they need them. Read more on the [COVID-19 updates Support Coordination page](#).

Increased plan flexibility

Core funding is now completely flexible, people with any core funding can use this funding to purchase any services/supports across the four categories. There are also several new capacity building line items to provide further flexibility using capacity building budgets and an easier process to request a transfer of funds from capacity building to core if necessary. This is a continually evolving space, we recommend staying up to date by regularly checking the NDIS ['using your budget'](#) updates.

Phone planning

Planning and review meetings are now held over the phone instead of face to face. Existing plans will be automatically extended by 12 months until a plan review can be scheduled. Read about planning on the ['your plan'](#) page.

Provider flexibility

There are a number of changes to service delivery including broadening the criteria for charging for cancellations, and allowing an increased price loading in some circumstances.

All relevant information including updates, FAQs and information packs can be found on the NDIS Coronavirus information and support page.

Coronavirus (COVID-19) information and support

We know that participants, their families and NDIS providers may be looking for workers to deliver disability supports, and provide extra cover at the moment. For participants, there are a number of online matching platforms that can help you quickly and easily connect to support workers.

READ MORE NDIS

Who can provide NDIS services?

There are two types of providers in the NDIS: registered providers and unregistered providers

Registered providers

Registered providers must register with the NDIA to provide services and undergo quality and safeguarding checks. This means they have to prove that they have the right skills and qualifications to provide the services they offer.

Unregistered providers

Unregistered providers are not required to register as a provider and can only provide NDIS services to participants who are self or plan-managed (e.g., those who can pay for services directly). There are some restrictions on the types of services that unregistered providers can offer, for example, they can't develop behaviour support plans.

Becoming a registered provider

To register as an NDIS provider organisations must:

1. determine what NDIS support/service(s) they want to provide
2. see which registration group is matched to that service
3. check that they meet the quality and safeguarding requirements for the registration group
4. apply to be a provider and supply evidence to demonstrate that they meet the requirements.



Who monitors NDIS providers?



The NDIS Quality and Safeguards Commission (the NDIS Commission) is an independent government agency and oversees:

- provider registration
- compliance with the [NDIS Code of Conduct](#)
- complaints and reportable incidents
- the use of restrictive practices
- NDIS worker screening.

The NDIS Commission is now operating in all Australian states and territories except WA.

The NDIA will manage registrations in WA until the NDIS Commission begins operating on 1 July 2020.

You can read more about the NDIS Commission on [their website](#).

The [NDIS provider page](#) is an interactive resource for providers, and includes information on being a registered provider in the NDIS.

Information on the [provider registration process](#) can be found on the NDIS Commission website.

Unregistered providers do not have to go through the registration process; however, they still have to adhere to certain requirements in order to deliver NDIS services. See the [NDIS Commission website](#) for more information.

Finding NDIS providers

The NDIA keeps a list of registered providers which you can [download from their website](#). You can use this list to find providers in your area; however, it doesn't give you much detail about the service that the providers offer. People we work with often tell us that it is a good idea to keep your own list of providers for your region and the types of services they provide. Useful things you may like to keep note of for your region include:

- which providers in your area specialise in services suitable for people with a psychosocial disability
- which providers in your area specialise in certain types of services (e.g., support coordination, group services, employment support)
- which providers offer weekend or out-of-hours services
- which providers use a roster system (and therefore may not be able to guarantee the same support worker every time)
- which providers have a minimum service requirement (e.g., will only provide services in blocks of two hours or more at a time).



You need to know a provider's business model and every provider is different. What do they offer? How do they run? What flexibility do they have? This comes from your knowledge of your region, and talking to your colleagues.
Tip from a support coordinator

FAQ

Can I make a complaint against an unregistered provider?

Yes. The NDIS Commission will be able to help people to make a complaint to an NDIS provider. If a person is not able to resolve a complaint with an NDIS provider, the NDIS Commission will work with participants, their representatives and providers to resolve the complaint. If a complaint raises a serious compliance issue, the NDIS Commission has powers to take action. See [the NDIS Commission website](#) for more information on the process.

Do unregistered providers need to have qualifications?

Unregistered providers may or may not have qualifications. Ultimately, it is up to the person whether they want to use the services of an unregistered provider and to determine if they are happy with the provider's qualifications and skills. All providers (registered and unregistered) have a responsibility to make sure they provide services which are safe and ethical.

The NDIS code of conduct (which applies to unregistered and registered providers) stipulates that all providers delivering NDIS supports must:

- provide supports and services in a safe and competent manner with care and skill
- act with integrity, honest and transparency.

You can read the full code of conduct on the [NDIS Commission website](#).

Where can I find the list of requirements to deliver NDIS services?

The requirements to be a provider vary depending on what type of service is being provided. The [NDIS website](#) and the [NDIS Commission website](#) provide more information on the requirements to become a registered provider.

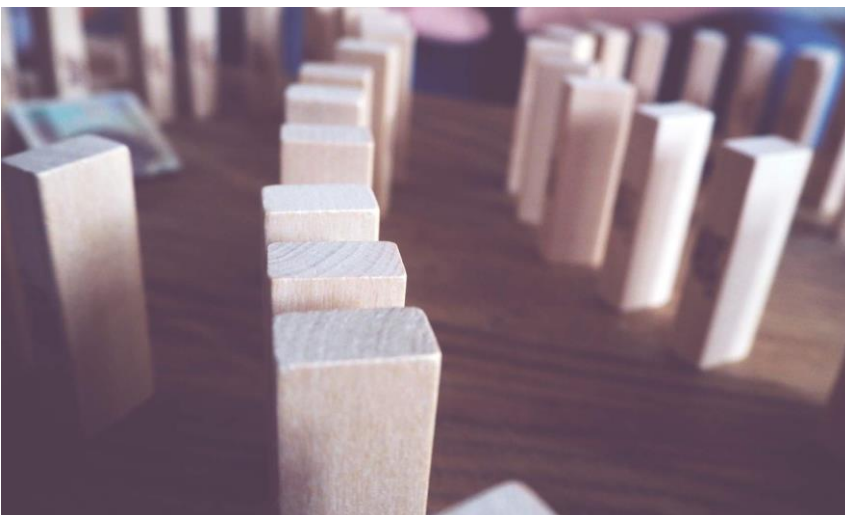
Service agreement basics: the whos, whys and whats

A service agreement is a contract **between the service provider and the participant**. Service agreements are developed collaboratively - both the participant and the provider must agree to the conditions specified in the agreement.

True or false: NDIS service providers are required to have a service agreement in place when providing NDIS services to participants.

- True
- False

Why have a service agreement?



Strong working relationships

It is the foundation of the participant-provider relationship – so getting it right is key to success.

Risk management

It helps to safeguard the participant and provider, and to manage risk throughout the agreement.

Common ground

It ensures there is a shared understanding and acts as point of reference – this can be especially helpful if something goes wrong.

Consolidate information

It is an easy way of including all the information relevant to service delivery in one place.

Provider compliance

It can help providers meet their obligations under the [NDIS Commission](#). This is essential to maintain registration as an NDIS provider.

What to include?

The NDIS requires providers to give participants certain pieces of information, including any terms and agreements. Other details can be included as good practice:

Must have

- what and when supports will be provided, including expected outcomes
- the agreed cost of the supports and how the support will be paid for
- managing feedback, complaints and disputes
- ending the service agreement
- making changes to the service agreement
- the provider's responsibility under the agreement
- the participant's responsibility under the agreement
- GST and NDIS services

Good to have

- the people involved in the service agreement, including contact details
- the participants' NDIS goals
- the start and end date
- the purpose of the agreement
- participant transport
- provider travel
- billing for non-face to face supports
- the service cancellation policy

Registered providers also need to work in line with the price limits and other arrangements detailed in the [NDIS price guide and support catalogue](#). This also applies to unregistered providers when a participant has plan managed funding. Pricing and charging principles are covered in further detail later in this training.

Compliance and service agreements

NDIS legislation, rules and guidelines

NDIS providers need to ensure that they deliver services in line with all [NDIS legislation, rules and guidelines](#). The [NDIS Practice Standards and Quality Indicators](#) is a user friendly guide to help providers understand their compliance responsibilities.

Australian Consumer Law (ACL)

ACL is part of the [Competition and Consumer Act 2010](#) and protects consumers when they buy goods or services. All businesses buying and selling goods and services have obligations under ACL. This includes not-for-profits. Visit the [NDIS website](#) for more information.

Goods and Services Tax (GST)

Many, but not all, supports delivered to NDIS participants are GST free when certain requirements are met. You can find out more information on the [ATO website](#).

Providers need to ensure their business complies with all legislation relevant to the services they deliver. If providers are unsure of their compliance requirements they should seek legal and/or financial advice.

Roles in service agreements

As a service provider

Develop service agreements collaboratively with the participant to make sure it meets their needs and that you fulfil your responsibilities as a provider.

As a support coordinator

Support participants to develop service agreements with their provider. Help participants to make sure that providers are developing service agreements that are consistent with the NDIS terms of business and that the service meets their needs.

Schedules of support

All service agreements should include a very clear description of the type of support that will be delivered: when, where, how often and at what cost. A schedule of support is a concise way to do this.

Example schedules of supports

Name: Joe Bloggs		Date of birth: 01/01/01		NDIS number: 123456789				
Support purpose and support category number and name	Support item name and number/s	Description of support	Unit of service	Number of units	Price per unit	Total	Payment information	Comments
Capacity Building 7 – Support Coordination	Level 2: Coordination of supports	Assistance to strengthen Joe's ability to coordinate and implement a range of both funded and mainstream supports. Goals: <ul style="list-style-type: none">Joe would like to build his independence and capacity to organise and manage the supports in his NDIS plan, and other services he uses e.g. housing, clinical mental health.Joe would like to develop and maintain informal networks in his community and learn how to manage in times of crisis. Support details: <ul style="list-style-type: none">Joe will have 36 hours of support coordination, to be used flexibly.This includes worker travel time to and from appointments, up to 30 minutes each way. It also includes non-face to face time such as booking appointments, report writing and stakeholder meetings.	Hours	36	\$98.06	Up to \$3530.16	Five Star will claim directly from NDIA.	The NDIA requires a report to be submitted 8 weeks before the end of the plan.

Name of the support

Make sure the person knows what support item you will be charging them for and which budget this will be drawn from.

Support description

Describe what the support will 'look like' in lay terms. Avoid using NDIS terminology as much as possible.

It is a good idea to include a statement about which goal(s) the support is helping the person to achieve. This is good practice to make sure the support stays on track and can also be helpful when providing reports.

How will the support be provided?

This part is really important. Supports should be flexible enough to allow the person some opportunity to make changes if they need. It is also important that both the participant and the provider have an agreement about how often the person will access the service.

Any extra costs that you plan to charge for also need to be described here eg. travel.

Price and payment

Be clear about how much the support will cost per hour and the total over time.

Payment information and additional information

Include information on how the support will be paid for, and if applicable how frequently. For example, if the provider is invoicing a plan manager for supports delivered, this may be on a monthly basis.

You can also include any other relevant comments, eg. report writing, no supports on public holidays.

The above example is just one way that schedules of supports can be described. The important things to remember are to:

- 1 Make sure the schedule of support is clear about what the person and provider have agreed to in relation to service delivery.
- 2 Use plain English.
- 3 Avoid setting up service schedules that are unrealistic or too rigid (e.g., can someone be expected to attend every week for one hour or is there room for movement?).
- 4 Always link services to NDIS goals.
- 5 Outline all costs involved in the service agreement including any additional costs if they are to arise - if you do not detail and agree costs with participants, you cannot charge for them.



Your service agreements should be as user friendly as possible; remember, in the NDIS consumers choose their providers and may go with someone else if your service doesn't suit their needs.

- Provider tip

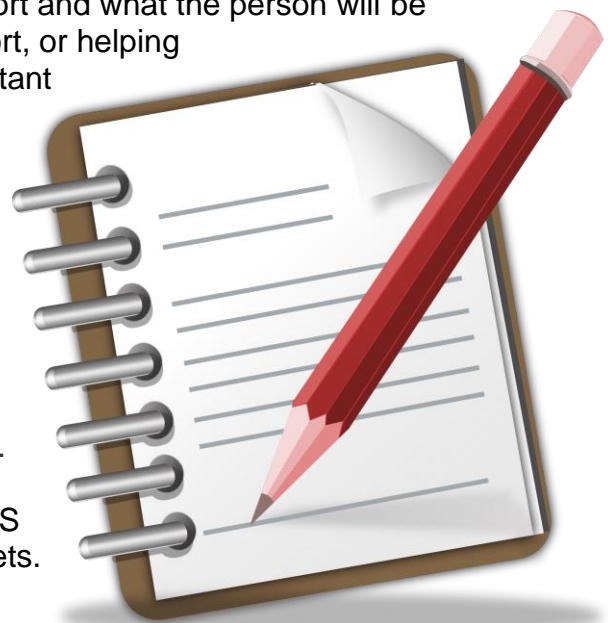
Stick to the price guide

The schedule of supports will describe the support and what the person will be expected to pay for. If you are providing a support, or helping someone set up a service agreement, it is important that you know what you can and can't charge for.

The price guide describes the rules and general principles for delivering services for each support category. The associated support catalogue tells you the price limit for the support.

You can download these from the [NDIS website](#).

Price limits apply to all services delivered to NDIS participants with agency or plan-managed budgets.



Charging principles

Most services in the NDIS are charged per hour. The hourly rate set in the price guide has been designed to cover both the support worker's time and any additional on-costs associated with providing the service. The prices are reviewed every year and a new price guide is released.

You should always check the price guide and read the guidelines relevant for the support you are providing or supporting someone to access. Below is a summary of some of the general charging guidelines you need to be aware of.

Charging for provider travel

Some providers can claim travel related costs from a person's NDIS plan when the travel costs are directly related to providing an NDIS service. To find out if you can charge travel time for a support you are delivering you need to check the price guide.

Depending on the support you deliver, you may be able to charge for your *time spent travelling to the participant* in an out-of-office location. The amount of travel time you can

charge is capped at 30 minutes for urban areas and 60 minutes for regional ([MM4 and MM5](#)) areas.

If you are travelling *with* the participant to access the community as part of the support you provide there are no caps, the travel time is included as part of the overall support delivery.

We have developed a [Transport in the NDIS fact sheet](#) which covers travel costs in greater detail.

Charging for Reporting

Providers can charge for time spent writing reports that are requested by the NDIA or are a necessary part of the service delivery for a particular client - for example preparing functional assessments, therapy reports, progress reports and so on.

You can't charge for the general administrative aspects of working with NDIS participants more broadly. For example, you can't charge for the time spent developing a service agreement, time it takes to make service bookings or entering participant data into your organisation's client information management system. These activities are covered by the overhead component of the price limit.

For more information on the rules for reporting and billing for other non-face-to-face aspects of service delivery, refer to the [NDIS price guide](#).

Incidental costs

If there are extra costs involved in delivering a service that are not reasonable and necessary NDIS supports - for example a ticket to the football as part of a community outing - then providers can ask participants to pay for this with their own money, or may choose to absorb the cost as part of providing the support depending on their business model.

Shadow shifts and establishment fees

Some services can charge a once-off establishment fee for setting up a complex service with a new participant or can charge for shadow shifts to allow a person to become comfortable with a new provider. The rules for charging for these are quite specific; you should refer to the [NDIS price guide](#) to see if these charges can be applied to the support you deliver.

Additional fees

Providers can not exit fees or other commissions - the NDIS principle of choice and control means that people can change providers at any time without expense.

Providers cannot add any other charge to the cost of the support, including gap fees or late payment fees.

Regional, remote and very remote pricing

Higher price limits (40-50% higher depending on location) are available for services delivered in rural and remote areas. See the [NDIS price guide](#) to determine if these apply to your services. Note that prices are based on where the service is provided, not where the service provider is located.

Scenario

Joe has chosen to use some of his NDIS funds to access group services at Five Star Recovery. You are supporting Joe to review the service agreement before agreeing to and signing it.

Continue

You notice a term stating that Five Star Recovery charges a fee for itemised bills. Are providers allowed to charge a fee for itemised bills?

- Yes
- No



Five Star Recovery have included charges for the time spent developing the service agreement. Is Five Star Recovery allowed to charge for this?

1. No, Five Star Recovery cannot charge for time spent developing service agreements.
2. Yes, developing service agreements can be charged as a non-face to face support.

You notice remote price limits in Joe's service agreement. Joe lives in a remote area but will receive services in a regional area. What price limit should Joe pay for his services?

1. Regional
2. Remote

Conflicts of interest, choice and control

NDIS provider requirements

Registered providers must act in the best interests of participants, ensuring that participants are informed, empowered and able to maximise choice and control.

Element 4 of the [NDIS Code of Conduct](#) requires workers and providers delivering NDIS supports to **'act with integrity, honest and transparency'**, and to **'maintain integrity by declaring and avoiding any real or perceived conflicts of interest'**.

Providers must ensure that they proactively manage perceived and actual conflicts of interest by:

- remaining up to date with, and adhering to, relevant NDIA legislation and guidelines
- maintaining policies and processes to manage, document and report conflicts of interest and the exchanging of gifts

- maintaining policies and practices that promote and support participant choice and control
- ensuring open disclosure to participants and NDIS providers when there is a conflict of interest – potential or real – that may impact on their delivery of supports and services.

What does this mean for service agreements?



Service agreements must be collaborative

It is important that NDIS participants are supported to make their own decisions about which services they want to access in the NDIS. All service agreements are unique and should be developed with the person to suit their individual needs. Together, the provider and participant can determine if a service will be suitable or if they would like to find another provider.



I have had participants who haven't felt comfortable negotiating the agreement and just agree with what the provider stipulates. I always encourage the person to meet with the service provider face-to-face and make sure that they have their needs heard before signing an agreement.

Tip from a support coordinator

Manage possible conflicts of interest

It is important to make sure that any potential conflicts of interest are managed. Many organisations will have conflict of interest policies and these can be included as attachments to service agreements. Conflicts of interest can arise when the service provider benefits (beyond simply being paid for the support) from a person choosing their service. A common example in the NDIS is when one organisation provides a number of different services. See the below example.



Conflict of interests when offering multiple supports

This example will walk through a common NDIS scenario that might lead to a conflict of interest if not properly managed.

Step 1

Meet Casey



Casey is an NDIS participant who is working with a support coordinator, Ashley, to help her to start using her plan funding.

Step 2

Casey seeks advice

Casey would like to find some group activities that help her make friends and build her computer skills. Ashley's organisation offers some great group computer courses that Ashley thinks will be perfect for Casey so she recommends that she use some of her NDIS funding to buy these services.

Step 3

The potential conflict

It is common that NDIS providers will have more than one service. The group activities offered by Ashley's organisation may actually be really great for Casey. However, because Ashley works for the organisation too, it is a potential conflict to recommend this service over other organisations in the area. It could make Casey feel pressured to use that service because of her relationship with Ashley. She also hasn't been encouraged to consider other options before making an informed decision about which service is right for her.

Step 4

Managing the conflict

It is ok if Casey decides to access multiple supports from the same service. The organisation will just need to show that they managed their potential conflict and supported choice and control. They can do this by:

- making sure that they suggest a number of service options as well as their own

- making sure that Casey is told that she is under no obligation to choose the suggested service and that her choosing not to access the group activity would not affect her support coordination service or relationship with her support coordinator
- clearly separating their NDIS services and having different contact people to talk to for each service type
- documenting the conversation and steps that were taken to manage the potential conflict.

Step 5

Casey decides

After looking at a couple of different services Casey decides that the group activities that Ashley's organisation provides are the best fit for her. Ashley records the decision in the client management system and clearly describes the other service providers that she recommended and why the decision was made to choose her service. She puts Casey in touch with the manager of the group programs to discuss the service further. When Ashley sets up the service agreement with the group program the organisation's conflict of interest policy is attached to the agreement.

Summary

It is important to have policies in place to support true choice and control in the NDIS. There are times when potential conflicts can arise and these can be managed. Talk to your organisation to see what conflict of interest policies you may have and remember to be mindful of these when setting up a service agreement.

For more information on conflict of interest and the NDIS, see our [conflict of interest article and templates](#).

Changes and cancellations

Some providers can charge for cancellations if they are made at short notice. The following rules apply.

- 1 The price guide indicates that providers can claim for short notice cancellations in respect of the support they are providing.
- 2 A short notice cancellation is defined as **less than 2 business days** before the support was to be delivered (for supports of less than 8 hours and less than \$1000) or less than 5 business days for any other support.
- 3 The cancellation policy was clearly outlined in the service agreement.



Providers are encouraged to monitor and manage cancellations. Where a participant has an unusual number of cancellations the provider has a duty of care to understand why this is happening. It is therefore important that all service agreements:

- are flexible enough to accommodate the participant's changing needs without impacting the provider's capacity to run a business (this is where your schedule of supports comes in)
- include clear rules regarding cancellations and changes that the provider and participant both agree to.

Managing cancellations and changes

SET NOTICE PERIODS

The service agreement should clearly outline the amount of notice required if either the participant or the provider want to cancel or change an appointment.

If the provider will be charging for a short notice cancellation this must be clearly stated and the participant should know that they must cancel outside of this timeframe to avoid a charge.

For the provider there are no set rules on how much notice you should give a participant to cancel or change a service; however, given this is a mutual agreement and there are expectations on the participant to provide notice for cancellations the same should also apply to providers.

Click to zoom on the example below.

Cancellations

If a service is cancelled at short notice, or there is a no show, *[insert provider]* can charge 100% of the agreed support fee. A short notice cancellation is when you:

- do not show up for a support within *[insert time e.g. 15 minutes]* of the scheduled start time, or
- give less than 2 business days' notice to cancel a support that is less than 8 hours long and \$1000 in value, or
- give less than 5 business days' notice for any other support.

[insert provider] will only charge for a short notice cancellation (or no show):

- for support items that the price guide allows short notice cancellation claims, and
- when they cannot find other billable work for the relevant worker, and if they must pay the worker for their time.

The NDIS monitors short notice cancellations and may contact *[insert provider]* about participants with a high number of cancellations. *[insert provider]* will work with you to minimise cancellations and make sure your plan is meeting your needs.

To cancel a support outside of office hours *[insert office hours]*, please call *[insert out of hours contact details]*.

OPEN COMMUNICATION

Make it clear in the service agreement that it is an expectation of both parties that there will be open, honest and timely communication and discussion. If a person is not keeping their appointments you can then contact them to discuss why and what can be done to rectify it.

TERMS FOR ENDING THE AGREEMENT

If a service is not working for either party, and this cannot be resolved, it is ok to end the service agreement. It is also ok to change a service agreement. Providers have a responsibility to ensure a smooth transition to and from their service, for all participants. The terms under which changes or cancellations can occur should also be clearly outlined in service agreements. See example below.

Click to zoom on the example below.

Changes to this agreement

Any changes need to be agreed, put in writing, signed, and dated by you and *[insert provider]*.

If either you or *[insert provider]* want to change regular services, at least *[insert reasonable timeframe e.g. 2 weeks' notice]* should be given. Special circumstances will be discussed on an individual basis.

You must tell *[insert provider]* if there is a change to your current NDIS plan.

Ending this agreement

If you or *[insert provider]* wants to end this service agreement they must give *[insert reasonable time period depending on nature of supports, e.g. 1 month]* notice, ensuring a smooth transition away from the service. If you or *[insert provider]* seriously break this agreement, the agreement can end with no notice.

You must also tell *[insert provider]* if your current NDIS plan is suspended, replaced or if you stop being a NDIS participant. *[insert provider]* will only provide agreed services within the agreement start and end dates, and while you have an active plan. If you still want to receive services from *[insert provider]* after the service agreement end date, or with a replacement plan, you need a new service agreement.

FAQ

What can I do if a service agreement doesn't include a cancellation policy?

If you see a service agreement without a cancellation policy clearly described then you should ask the organisation to revise it to include one. This is also what you can do if you see a service agreement that has an unreasonable cancellation policy.

What can I do if someone consistently cancels or misses appointments?

There is a responsibility on the provider and the participant to make sure that services are set up in a way that work for both parties and ensure that neither are disadvantaged. If the person has a support coordinator it is a big part of the support coordinator role to regularly check in with the person to see if they are using their supports and if not, why not.

Providers and/or support coordinators may have to work with the person to determine what their barriers are to accessing services and see if these can be overcome together.

Rights and responsibilities

Remember - the service agreement is a contract between a person and their provider. It should represent both parties fairly and respectfully. All service agreements should include clear statements about the responsibilities of providers and participants so that everyone is on the same page from the beginning.

Example statement of rights and responsibilities

[insert provider name]'s responsibilities

[insert provider name] agrees to:

- treat you with courtesy and respect
- communicate openly and honestly, in a timely manner
- work with you to provide services that suit your needs
- review your services with us when needed, at minimum every 3 months
- give you information about managing complaints or disagreements
- give you information on how to change or cancel supports
- plan and coordinate any transitions to and/or from our services
- listen to your feedback and resolve problems quickly
- protect your privacy and confidential information
- comply with all *[insert provider]* policies and procedures *[include information on where these can be found e.g. the organisations website]*
- follow all relevant laws, including the *National Disability Insurance Scheme Act 2013* and rules, Australian consumer law, and the *Privacy Act 1988*
- give you a minimum of 24 hours' notice, where possible, if *[insert provider]* needs to cancel, or change, a scheduled service
- keep accurate records, and issue regular invoices and statements of supports provided.

[insert participant's name]'s responsibilities

[Participant or representative's name] agrees to:

- work with *[insert provider]* to ensure that services meet your needs
- treat *[insert provider]* with courtesy and respect
- communicate openly and honestly with *[insert provider]*, and discuss any concerns about services being provided
- provide *[insert provider]* with any plans and/or assessments necessary to deliver safe and quality services e.g. positive behavior support plan
- reduce identified risks e.g. within your home, when *[insert provider]* staff are delivering services
- pay all invoices for agreed services, transport, and/or other expenses within 28 days
- let *[insert provider]* know if there is a change to your NDIS plan, if it is suspended, replaced by a new plan, or if you stop being an NDIS participant.

Writing for service agreements



Do

- use recovery oriented language
- use short, concise sentences.



Don't

- use NDIS terminology or other industry-specific language
- use vague or unclear sentences.

Clear complaints procedure

Feedback, complaints, and disputes

[insert provider] welcomes all feedback, compliments, and complaints. If you would like to provide feedback, please contact *[insert details]*.

If you are not happy with your supports and would like to make a complaint, please contact *[insert details]*.

If you are not satisfied with the outcome of your complaint, or do not want to talk *[insert name]* you can contact:

National Disability Insurance Agency by calling 1800 800 110, visiting www.ndis.gov.au or visiting one of their offices in person.

NDIS Quality and Safeguards Commission by calling 1800 035 544 (interpreters can be arranged), or visiting www.ndiscommission.gov.au/about/complaints.

If you would like support, *[insert provider]* can support you to contact and make a complaint to the National Disability Insurance Agency or NDIS Quality and Safeguards Commission.

It is important that participants know who to talk to if they are not happy with their service. The name and contact details of someone who the person can talk to if they have concerns should be clearly described. Click the image for an example.

Don't forget to sign!

All service agreements should be understood and signed by the participant (or their nominee) and the provider. Include the contact details for the provider and the participant on this document and make sure that both parties keep a copy for their records.

You can find more information on nominees and decision making on the [NDIS website](#).

Examples and resources

Every service agreement is different. This training module has given you an idea of what types of things should be included to support both the participant and the provider to have the best experience of service delivery. Chat to your colleagues to see if they have any extra insight about what works best.

The examples included in this module are from our template service agreement. You can [download this template agreement](#) from our website.

You can also use the [NDIS provider toolkit](#) and [the NDIS Commission website](#) for more information on providing services in the NDIS.

