# *[insert provider]* Service agreement

This document is a template service agreement for organisations providing NDIS supports. It is a guide only and should be tailored to suit individual organisations. The purple italic text should be deleted from the final version of your document.

This document complies with the legislation and guidance available in July 2020, but you should check it is still appropriate before using it.

Note: This template is not suitable for use as a specialist disability accommodation service agreement.

## People

This service agreement is between:

|  |  |
| --- | --- |
| NDIS participant/or their representative (e.g. family member, friend, or guardian) | [insert name] |
| ***And*** | |
| Provider | [insert name] |

|  |  |
| --- | --- |
| Start date | [insert dd/mm/yyyy] |
| End date | [insert dd/mm/yyyy] |

## Purpose

The purpose of this agreement is to describe the supports provided by [insert provider] under your NDIS plan. A copy of your plan is attached[delete if participant does not want to include their plan]. This agreement is in the context of the NDIS, a scheme that aims to:

* support the independence and social and economic participation of people with disability

enable people with a disability to exercise choice and control in the pursuit of their goals, and in the planning and delivery of supports.

## *[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 behaviour 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.

## Supports and payments

[insert provider]will provide you with services identified in you NDIS plan. Further details are in attachment 1: schedule of supports. All prices are inclusive of GST (if applicable) and include the cost of providing services.

Additional expenses (things not included as part of your NDIS funding) are not included. You must pay for these things, for both yourself and the worker, where applicable. These additional expenses are [list all relevant expenses e.g. entrance costs, food, and drink].

For NDIA managed funds, [insert provider]will create a service booking on the myplace participant portal, and claim payment for services delivered (not including additional expenses) directly from the NDIA.

For self-managed and plan managed funds, [insert provider]will invoice you or your nominated plan manager for services delivered (not including additional expenses), [insert time period e.g. on a monthly basis].

The NDIS sometimes change their service pricing or rules. [insert provider] will charge in line with any changes. [insert provider] will let you know if this happens, in writing. The NDIS will automatically increase your support budget to cover any price increases.

## Participant transport

Transport costs associated with community participation supports and transport supports are not included in the hourly support rate. This includes the cost of public transport, parking fees, road tolls, taxi fares and kms travelled.

[insert provider]charges [insert amount]per kilometre for all kilometres travelled in a workers’ vehicle, during a support with you in the vehicle.

You can choose to use some of your core or capacity building budget, to pay for agreed transport costs incurred during community participation supports. You can also pay for a support worker to transport you to, from, or as part of a community participation support.

If you choose not to pay for transport costs using your NDIS budget, [insert provider]will invoice you monthly, for all agreed transport costs.

You can only pay for a [insert provider]worker to transport you to an activity that is not a support itself, or a support delivered by another provider (e.g. to work) if you have a transport budget in your plan.

If there is more than one NDIS participant being transported, [insert provider]will share the cost equally between the participants.

[insert provider] will only claim for transport costs agreed in the attachment 1: schedule of supports.

## Provider travel

[insert provider] can charge for the time its workers spend travelling to you. This time is charged to your plan, and is deducted from the total budget of the relevant support category. The [NDIS support catalogue](https://www.ndis.gov.au/media/1456/download) explains when [insert provider] can claim travel time, and the [NDIS price guide](https://www.ndis.gov.au/media/1455/download) indicates how much time can be claimed:

* [insert provider] can claim a maximum of [insert time according to the relevant[*Modified Monash Model (MMM)*](https://www.health.gov.au/health-workforce/health-workforce-classifications/modified-monash-model)region] when travelling to deliver a support, or from one support to another.
* If the service is a core support, [insert provider] cannot claim any time travelling home or back to their office.
* If the service is a capacity building support, [insert provider] can claim a maximum of [insert time according to the relevant [*Modified Monash Model (MMM)*](https://www.health.gov.au/health-workforce/health-workforce-classifications/modified-monash-model)region] travelling home or back to their office.

If travel costs are incurred, additional to the cost of a worker’s time, when travelling to deliver face to face supports to you [insert provider]will charge:

* [insert amount]per kilometre for all kilometres travelled in a workers’ vehicle
* the full amount for other travel costs, such as road tolls, parking, public transport fares.

If you choose to pay for these additional costs from your NDIS plan, they will be deducted from the total budget of the relevant support category.

If you choose not to pay for additional travel costs using your NDIS budget, [insert provider]will invoice you monthly, for agreed costs.

If worker is travelling to support more than one NDIS participant in the region, [insert provider]will share the cost between the participants.

[insert provider] will only claim for travel time and additional costs agreed in the attachment 1: schedule of supports.

## Non-face-to-face supports and report writing

For some supports,[insert provider] can claim for non-face to face activities e.g. report writing or developing support plans for workers. [insert provider] will only claim for non-face to face supports agreed in the attachment 1: schedule of supports.

[insert provider] will not claim for administrative tasks such as scheduling supports, training or submitting claims.

## Periods of no service *[delete if not applicable]*

Insert information here if there are any periods your organisation does not provide services e.g. Christmas closure or public holidays.

## Temporary transformation payment (TTP) *[delete if not applicable]*

The TTP is a higher price limit, for providers of personal care and community access supports. Supports that have this higher price limit are detailed in attachment 1: schedule of supports.

## Goods and services tax (GST)

For the purposes of GST legislation, [insert provider]and [insert participant name]confirm that:

* the [insert participant’s name] has a [NDIS plan](https://www.ato.gov.au/business/gst/in-detail/your-industry/gst-and-health/?page=6#NDISplanineffect)
* the NDIS plan is expected to remain in effect while the supports are provided
* the supply is of [reasonable and necessary supports](https://www.ato.gov.au/business/gst/in-detail/your-industry/gst-and-health/?page=6#reasonableandnecessarysupports), and described in the participant's NDIS plan
* there is [a written agreement](https://www.ato.gov.au/business/gst/in-detail/your-industry/gst-and-health/?page=6#madeunderawrittenagreement) to deliver these supports, between the [insert provider] and [participant’s name]
* the [participant’s name or representative] will inform [insert provider] if there is a change to the NDIS plan, if it is suspended, replaced, or if the participant stops being an NDIS participant.

## 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].

## 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.

## 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](http://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](http://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.

## Attachment 1: Schedule of supports

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name: | | | | Date of birth: | | | | | | NDIS number: | | |
| 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 |
| Is the support core, capacity building, or capital? What is the support category number and name? You can find this information in the participant’s plan. You can then use the [NDIS price guide](https://www.ndis.gov.au/providers/price-guides-and-pricing) and [support catalogue](https://www.ndis.gov.au/providers/price-guides-and-pricing) for more detailed information. | Add in the name and number of line items that will be delivered. Including evening, weekend, and weekday rates, for the same support, as this will allow flexibility for the participant and provider to change support day/times. This will prevent the need for a new service agreement each time a change is made.  Any changes should be in line with the ‘changes to service agreement’ section of the service agreement. | In this section include:   * details from the participant’s plan * agreed goal(s), between the parties, that this funding will work towards\* * support details including number of service hours agreed e.g. 4 hours a week for 48 weeks\*\* * any worker travel time that will/can be claimed * non-face-to-face supports and eligible charges e.g. establishment fees that will/can be claimed.   \* There might be multiple goals within one support category in a plan. You can break this down in separate rows on your service agreement, as required.  \*\*Days and times can be negotiated between the provider and participant/participant’s representative. | | | | Hours, days, one off fee | Estimated total number of units to be delivered.  It is estimated because you might calculate the number of hours based on the weekday rate. If the weekend rate is used, the participant will receive less hours overall for their budget. | Dollar amount per unit. Price limits are set in the NDIS support catalogue for registered providers.  There are different rates for non-remote, remote, and very remote areas.  Non-registered providers can negotiate their prices.  If you included multiple line items in the ‘support item name and number’ column, e.g. evening, weekend, and weekend, detail each price per unit here. | Number of units\*, price per unit  Sometimes you might start with a maximum budget amount and work backwards. For example, you might start with a $15,000 budget and work with the participant to a description of support. | | How will the provider be paid? Is the support NDIA managed, plan managed or self-managed.  Example: [insert provider] will claim directly from NDIA/invoice the plan manager/invoice the participant/participant’s representative. | Add any additional information that may be relevant e.g. the NDIA requires a progress report to be submitted 8 weeks before the end of the plan, or the participant does not wish to pay for Sunday supports. |
| **CORE SUPPORTS EXAMPLE**  Core  4 – Assistance with social and community participation | Access Community, Social and Rec Activities  Standard – Weekday  04\_104\_0125\_6\_1  Standard – Evening  04\_103\_0125\_6\_1  Standard - Saturday  04\_105\_0125\_6\_1 | Support to enable Joe to engage in community, social and/or recreational activities.  Goals:   * Joe wants to increase his social network and make new friends by attending the Five Star day program with 1:1 support. * Joe would like to build social connections in his local community. He will attend events/activities of his choice with 1:1 support from a Five Star support worker.   Support details:   * Joe will have 6 hours of support per week for 48 weeks. | | | | Hours | Estimated 288  (based on weekday rate. Adjusted for different days/times) | Standard – Weekday  $54.30  Standard – Evening  $59.77  Standard – Saturday $76.18 | Up to $15,638.40 | | Five Star will claim directly from NDIA. | Public holiday and Sunday rates not included as Joe does not want to receive support at these times. |
| **CAPACITY BUILDING EXAMPLE**  Capacity Building  7 – Support Coordination | Level 2: Coordination of supports  07\_002\_0106\_8\_3 | Assistance to strengthen Joe’s ability to coordinate and implement a range of both funded and mainstream supports.  Goals:   * 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:   * 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 | $100.14 | Up to $3605.04 | | Five Star will claim directly from NDIA. | The NDIA requires a report to be submitted 8 weeks before the end of the plan. |
| **ACTIVITY BASED TRANSPORT EXAMPLE**  Core  4 – Assistance with social and community participation | Activity based transport  04\_590\_0125\_5\_1 | During a service, Joe might travel in a support worker car. Joe agrees that up to [insert figure] km may be travelled per service/week/month [delete as appropriate] for [insert figure] services/weeks/months [delete as appropriate]. | | | | km | Up to [insert total number of km allowed]  e.g. 10km per service, 3 services per week for 26 weeks = 10\*3\*26 = 780km | $0.85 [example of reasonable contribution detailed in NDIS price guide] | Up to [=number of units\*price per unit]  e.g. 780\*0.85 = $663 | | [insert provider] will claim directly from the NDIA. | In the comments you may add:  Additional kms may be approved on an ad hoc basis if the participant/participant’s representative requests so in writing. |
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|  |  |  | | | |  |  |  |  | |  |  |
|  |  |  | | | |  |  |  |  | |  |  |
| Total budget NDIA managed | | | $ | | Total budget plan managed | | | $ | | Total budget self-managed | | $ |

### Contact details

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Name | Phone number | Email | Address |
| Provider contact |  |  |  |  |
| Participant contact |  |  |  |  |
| Alternative participant contact |  |  |  |  |
| Plan manager [delete if n/a] |  |  |  |  |

### Signatures

|  |  |  |  |
| --- | --- | --- | --- |
| **Representative** | **Name** | **Signature** | **Date** |
| Provider |  |  |  |
| Participant |  |  |  |

The parties agree to the terms and conditions of this service agreement:

## Attachment 2: Amendment sheet

You may want to include an amendment sheet in your service agreement template. This will allow you to make minor changes, without having to change the whole service agreement. Minor changes might include things like change in goal, additional budget for an existing support, additional kms authorised or change in contact details. Individual organisations are responsible for defining internally for what is a minor and major change.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Change number | Type of change | Support relating to | Details of change | Date effective | Change in budget | Total new budget | Payment information | Comments |
| EXAMPLE ONLY  1 | Change of goal | Core  4 – Assistance with social and community participation | Joe has found some voluntary work at his local dog shelter. He would like to use his support hours to help build confidence in this new environment, instead of the Five Star day program. Joe would like to amend this goal.   * Existing goal: Joe wants to increase his social network and make new friends by attending the Five Star day program with 1:1 support. * New goal: Joe would like to gain voluntary experience and build informal networks in his community. | DD/MM/YY | n/a | n/a | No change | The change of goal is still increasing Joe’s social and community participation. It is also using his core support budget, which is flexible. |
| EXAMPLE ONLY  2 | Change in km allowance | Core  4 - Activity based transport | Joe would like to increase his km allowance per support to 15km.  Original agreement: 10km per service, 3 services per week for 26 weeks @ $0.85 per km.  New agreement: 15km per service, 3 services per week for remaining 13 weeks @ $0.85 per km | DD/MM/YY | +$165.75 | $828.75 | No change | n/a |
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| --- | --- | --- | --- | --- | --- | --- |
| Change number | Provider representative name | Provider representative signature | Date | Participant/participant’s representative name | Participant/participant’s representative signature | Date |
| 1 | Five Star worker | Five Star worker | DD/MM/YY | Joe Bloggs | Joe Bloggs | DD/MM/YY |
| 2 | Five Star worker | Five Star worker | DD/MM/YY | Joe Bloggs | Joe Bloggs | DD/MM/YY |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

## Attachment 3: Copy of participant’s NDIS plan