



For participants

Making a Service Agreement with your Provider(s)

You will receive most of your National Disability Insurance Scheme (NDIS) supports from providers. Providers are people or businesses that provide your disability supports—a service or product. You have choice and control of the providers you use.

You will normally need to make a written agreement with your provider(s) that sets out what supports will be provided and how they will be delivered. It should also explain each party's responsibilities and obligations and how to resolve any problems that may arise. The written agreement you make with a provider is called a Service Agreement.

Service Agreements should be simple and can be made between you and your provider, or between another person (like a family member or friend) and your provider.

Service Agreements are different from your NDIS plan. Your plan lists your NDIS supports and a Service Agreement is about delivering those supports.

When making a Service Agreement, you should take a **copy** of your NDIS plan. If you like, you can attach the copy of your NDIS plan to your Service Agreement(s). This will help your provider deliver you the right supports in the right way.

Things you can put in your Service Agreement include:

- the supports provided under the Service Agreement
- the cost of those supports
- how, when and where you would like your supports to be provided
- how long you need the supports to be provided
- when and how your Service Agreement will be reviewed
- how any problems or issues that may arise will be dealt with
- your responsibilities under the Service Agreement—such as letting your provider know if you cannot make an appointment
- your provider's responsibilities under the Service Agreement—such as working with you to deliver your supports in the right way
- how you or your provider may change or end the Service Agreement.

Remember, you have choice and control in the delivery of your supports. This means having choice over **who** provides your supports and **how** they are provided. It also means being responsible and reasonable in your expectations and dealings with providers.

The National Disability Insurance Agency (NDIA) has created a model Service Agreement. With it you can make Service Agreements with your provider(s) and change it to suit your needs.

Please [contact the NDIA](#) if you have any questions about Service Agreements.

Additional resources are available that may assist you to make a Service Agreement. These can be accessed on the [NDIA's Practical Design Fund page](#).



For providers

Making a Service Agreement with a Participant

A participant who chooses to engage someone to provide supports under an NDIS plan will generally enter into a written agreement with the provider (a Service Agreement). A Service Agreement will help to ensure that the participant and provider have an agreed set of expectations of **what** supports will be delivered and **how** they will be delivered. A Service Agreement should set out each party's responsibilities and obligations and how to resolve any problems that may arise.

Developing a Service Agreement is to be a collaborative process between the participant, any other person (such as a participant's family member or friend) and provider. It is important to remember that the NDIS is intended to:

- support the independence and social and economic participation of people with disability, and
- enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports—this includes the ability to be an active consumer with choice and control over who provides their supports and how they provide them.

When a participant is developing a Service Agreement with a provider, they are advised to take a copy of their NDIS plan with them to help guide the discussion. Both participant and provider—or another person (such as a participant's family member or friend) and provider—will need to sign the Service Agreement once they have agreed on its contents.

Things that can be specified in a Service Agreement include:

- the supports that will be provided
- the cost of those supports
- how, when, and where the participant requires the supports to be delivered
- how long the participant requires the supports to be provided
- when and how the Service Agreement will be reviewed
- how participant and provider will deal with any problems or questions that may arise
- what the participant's responsibilities are under the Service Agreement—for example, how much notice the participant must give to the provider if they cannot attend an appointment
- what the provider's responsibilities are under the Service Agreement—for example, to work with the participant to provide supports that suit their needs and how the agreed supports will be provided
- what notice is needed for the participant or provider to change or end the Service Agreement and how this is done—for example, by email or mail.

A Service Agreement is different from a participant's plan—developed with an NDIS planner. A participant's Service Agreement should reflect their plan and the NDIA encourages referring to it in a Service Agreement.

The NDIA has created a simple model Service Agreement that participants and providers can use to create a Service Agreement. It can be used to inform discussions with participants and can be modified to include all matters that are relevant to the provider and the participant.

The model Service Agreement contains paragraphs which are designed to assist providers to meet the GST-free requirements for supplying NDIS supports under the *A New Tax System (Goods and Services Tax) Act 1999*. **However, use of the model Service Agreement itself does not ensure providers will meet the requirements of the GST legislation. It is important to ensure that all requirements are met on a case-by-case basis, including that the types of supports provided under the Service Agreement are of a kind determined under the GST legislation to be GST-free.** Further information about the NDIS and GST can be accessed on the [Australian Taxation Office website](#). Providers should seek independent legal or financial advice if they require assistance with tax law compliance.

There are also resources available on the [National Disability Insurance Scheme website](#) that could help when working with participants that were developed through the Practical Design Fund.

Model Service Agreement

NOTE: A Service Agreement can be made between a Participant and a Provider or a Participant's representative and a Provider. A Participant's representative is someone close to the Participant, such as a family member or friend or someone who manages the funding for supports under a Participant's NDIS plan.

Text in [square brackets] is for instructions / guidance only. Please delete any text that does not apply, such as where an option is given in [square brackets].

Parties

This **Service Agreement** is for [insert name of Participant], a participant in the National Disability Insurance Scheme (Participant), and is made between:

[Participant / Participant's representative (such as a family member or friend)] [insert name of Participant /and Participant's representative – if involved]

and

Provider [insert name of Provider]

This Service Agreement will commence on [day, month, year] for the period [insert date] to [insert date].

The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the Participant's National Disability Insurance Scheme (NDIS) plan.

A copy of the Participant's NDIS plan is attached to this Service Agreement [delete this sentence if Participant chooses not to attach their plan].

The Parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

- support the independence and social and economic participation of people with disability, and
- enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

Schedule of supports

The Provider agrees to provide the Participant [insert description of supports] for [insert duration of each of the supports provided].

The supports and their prices are set out in the attached Schedule of Supports. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

Additional expenses (i.e. things that are not included as part of a Participant's NDIS supports) are the responsibility of the [Participant / Participant's representative] and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.

Responsibilities of Provider

The Provider agrees to:

[Insert any agreed information about how the Provider is to work with the Participant in the provision of supports. Below are suggested minimum inclusions]

- review the provision of supports at least *[specify frequency eg. 3 monthly]* 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 this Service Agreement](#)' below for more information)
- protect the Participant's privacy 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 on the supports provided to the Participant, and
- issue regular invoices and statements of the supports delivered to the Participant.

Responsibilities of *[Participant / Participant's representative]*

The *[Participant / Participant's representative]* agrees to:

- inform the Provider about how they wish the supports to be delivered to meet 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 this 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.

Payments

The Provider will seek payment for their provision of supports after the *[Participant / Participant's representative]* confirms satisfactory delivery.

[One or more of the below paragraphs may apply. Delete those that do not apply.]

[If the funding for any of the supports provided under this Service Agreement is managed by the Participant:] The Participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the Provider will send

the Participant an invoice for those supports for the Participant to pay. The Participant will pay the invoice by *[specify cash / cheque / EFT]* within *[insert reasonable time period, e.g. 7 days]*.

[AND / OR]

[If the funding for any of the supports provided under this Service Agreement is managed by a Plan Nominee:] The Participant's Nominee manages the funding for supports provided under this Service Agreement. After providing those supports, the Provider will send the Participant's Nominee an invoice for those supports for the Participant's Nominee to pay. The Participant's Nominee will pay the invoice by *[specify cash / cheque / EFT]* within *[insert reasonable time period, e.g. 7 days]*.

[AND / OR]

[If the funding for any of the supports provided under this Service Agreement is managed by the National Disability Insurance Agency:] The Participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, the Provider will claim payment for those supports from the NDIA.

[AND / OR]

[If the funding for any of the supports provided under this Service Agreement is managed by a Registered Plan Management Provider:] The Participant has nominated the Plan Management Provider *[insert name of Registered Plan Management Provider]* to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the Provider will claim payment for those supports from *[insert name of Registered Plan Management Provider]*.

Changes to this Service Agreement

If changes to the supports or their delivery are required, the Parties agree to discuss and review this Service Agreement. The Parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the Parties.

Ending this Service Agreement

Should either Party wish to end this Service Agreement they must give *[insert reasonable time period depending on nature of supports, e.g. 1 month]* notice.

If either Party seriously breaches this Service Agreement the requirement of notice will be waived.

Feedback, complaints and disputes

If the Participant wishes to give the Provider feedback, the Participant can talk to *[insert name of Provider's contact person]* on *[insert contact details, e.g. phone, email, and/or postal address]*.

If the Participant is not happy with the provision of supports and wishes to make a complaint, the Participant can talk to *[insert name of Provider's contact person]* on *[insert contact details, e.g. phone, email, and/or postal address]*.

If the Participant is not satisfied or does not want to talk to this person, the Participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting [ndis.gov.au](https://www.ndis.gov.au) for further information.

Goods and services tax (GST)

For the purposes of GST legislation, the Parties confirm that:

- a supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement 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;

- the Participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- the *[Participant / Participant's representative]* will immediately notify the Provider if the Participant's NDIS Plan is replaced by a new plan or the Participant stops being a participant in the NDIS.

Contact details

The *[Participant / the Participant's representative]* can be contacted on:

Contact details	
Phone [B/H] Phone [A/H]	
Mobile	
Email	
Address	
Alternative contact person	

The Provider can be contacted on:

Contact name	
Phone [B/H] Phone [A/H]	
Mobile	
Email	
Address	

Agreement signatures

The Parties agree to the terms and conditions of this Service Agreement.

Signature of *[Participant / Participant's representative]*

Name of *[Participant / Participant's representative]*

Date

Signature of authorised person from
Provider

Name of authorised person from Provider

Date

Attachment – Copy of Participant’s NDIS plan

[Attach a copy of the Participant’s NDIS plan or delete this page if not required.]

Attachment – Schedule of supports

[Insert a table of the supports to be provided under the Service Agreement, including sufficient details such as description, price, and how they will be provided. Example table below.]

Support List the name of the support.	Description of support List the details of the support, including scope and volume.	Price and payment information List the price of the support (e.g. per hour / per session / per unit) and whether NDIS funding for the support is managed by the Participant, Participant's Nominee, the NDIA, or a Registered Plan Management Provider.	How the support will be provided List how, when, where, and by whom the support will be provided.

Cancellation Policy:

[Insert information about a cancellation policy (if relevant). Cancellation policies must be reasonable and comply with all applicable laws (e.g. the Australian Consumer Law).]