

NDIS Service Agreement Policy



<i>Policy No.</i>	3.8	<i>Created by</i>	Morag Roseby
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<i>Supporting Documents</i>			
<i>Associated Legislation</i>			

Policy Statement

All NDIS Participants require an individually completed Service Agreement with reference to the person's NDIS goals. Service Agreements help to ensure both the participant and the service have an agreed set of expectations of what supports will be delivered, how they will be delivered, and how they will be funded. A Service Agreement sets out the responsibilities and obligations for both parties and how to solve any problems should they arise.

This policy applies to anyone involved in the delivery of Stepping Stone NDIS services and supports, with the purpose of setting out the requirements for Service Agreements for members supported under the NDIS.

Policy

Service agreements will include:

- An overview of the NDIS Participant's goals
- What the NDIS Participant's rights and responsibilities are under the Service Agreement
- What Stepping Stone's rights and responsibilities are under the Service Agreement
- A Schedule of Supports that includes; a description of the supports being provided, how, when and where they will be delivered, and the cost of these supports
- When and how the service agreement can/will be reviewed
- How we will deal with any problems or questions that may arise and how we will include the NDIS Participant in this process
- What notice is required if Stepping Stone or the person need to change or end the service agreement and how this is done
- How Stepping Stone and the NDIS participant can contact each other (names, contact details, address, etc.)
- How payments for the support are made (NDIA managed, Plan managed, or self-managed).
- The details of the Participant's Plan Manager so that invoices can be sent to (if applicable).
- How and to who the NDIS participant is able to give feedback or complaints (via phone, text, email, or letter)
- Policies that are applicable to the services being provided by Stepping Stone stated in the agreement, eg. Cancellation policy, scheduling policy
- The signatures of the NDIS participant and Stepping Stone; before signing the agreement, both parties agree that the Agreement is consistent with the purposes and policies of the NDIS which are to aim at giving Participants more choice and control around the support that they need to achieve goals.
- Goods and Services Tax (GST): For the purpose of GST law, both parties are required to confirm that the supply of supports stated in the Agreement are a series of reasonable and necessary supports under s33(2) and s37 of the NDIS Act.

- Appendixes if appropriate or requested (attached NDIS plan, schedule of supports and consent forms).
- Definitions of the NDIS terms used in the Agreement (such as the definition of NDIS, NDIA, Plan Manager, Goals, Transport, Travel, Cancellation, etc.)

Procedure

Service Agreements are created by arranging a meeting with the NDIS funded member and/or the Plan Nominee and any Nominated Support People (NSP) to

- Establish expectations
- Explain supports to be delivered
- Explain any conditions attached to the provision of these supports and why they are attached

Stepping Stone will make every appropriate effort to ensure that the service agreement is understood by the person and NSP. Service agreements will be provided in written form unless a more appropriate mode of communication is necessary, informed by the participant. All service agreements will be signed by the member or their nominee, and the Stepping Stone Executive Director or Program Director. A copy of the service agreement will be given to the member in their preferred mode (email, hard copy etc.) with the original stored in their NDIS file.

All the Service Agreements are provided in writing signed by Stepping Stone Executive Director or Program Director, the NDIS Participant or their substitute decision maker and they will receive a copy. The Service Agreement will be kept in the member's file and a copy provided to the member. If the person does not wish to have a Service Agreement, a note will be made in their file.

A Service Agreement that has commenced may only be changed if the changes are agreed in writing, signed and dated.

If Stepping Stone decides to end a commenced service agreement, we will provide a minimum of 14 days written notice. If a NDIS Participant wishes to end a commenced Service Agreement, they need to provide a minimum of 14 days notice. Notice can be waived if Stepping Stone or the NDIS Participant seriously breach the Service Agreement.