

Service Agreement

For Supported Independent Living under the
National Disability Insurance Scheme (or
Continuity of Support Program)

SAMPLE

Disclaimer: This Agreement has been prepared to assist the parties in outlining their rights and responsibilities in providing Supported Independent Living under the National Disability Insurance Scheme (NDIS). Parties should seek their own legal advice as required in respect of the terms contained in this Agreement. The NSW Department of Family and Community Services is not liable for any losses sustained by the parties' reliance on this sample agreement. Parties should also refer to the NDIS Terms of Business (including any updates) at the time of signing this Agreement and other operational rules from time to time.

Service Agreement

For Supported Independent Living under the
National Disability Insurance Scheme or Continuity of Support Program

Parties

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

You or your representative

[Insert name of Participant and Participant's representative if involved and Representative's relationship to Participant]

and

Service Provider

[Insert name of Service Provider and details of their SIL registration and ABN or ACN]

Length of this Service Agreement

This Service Agreement will start on *[day, month, year]* and continue until you or the Service Provider ends the Agreement earlier (see 'Ending this Agreement').

This Agreement will terminate automatically if:

- the Service Provider is de-registered by the NDIA; or
- the Accommodation Provider has terminated the Accommodation and Service Provider Agreement and the Service Provider can no longer access the property; or
- the Accommodation Agreement between yourself and the Accommodation Provider is terminated for whatever reason.

The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under your National Disability Insurance Scheme (NDIS) plan or your Continuity of Support (COS) plan.

A copy of your NDIS plan or COS plan or equivalent 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 or COS, which are schemes that aim 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.

If, from time to time, the provisions within this Service Agreement differ from any requirements specified by the NDIA in respect of supports or the Service Provider, the Service Provider agrees that it will satisfy, as a minimum, all such requirements set by the NDIA.

Your Living Arrangements

You have signed an Accommodation Agreement with the Accommodation Provider to live at this address:

Address	
Accommodation Provider	
Date of Accommodation Agreement	

Your Supports

The Service Provider agrees to provide you with Supported Independent Living services or COS services while you are living at your address. These are the “supports”. The supports are listed in Attachment 2, along with any arrangements needed to make sure the supports can be provided to you.

The Service Provider will also provide you with Board. The activities and items included in Board, which are paid for out of your Board payment, are also listed in Attachment 2 [*delete if the Participant elects not to receive Board as applicable*].

A general guide on the supports your Service Provider may provide and how you might pay for these are shown in Attachment 3.

You give the Service Provider the right to access your room at any time to provide the supports to you. Your Accommodation Provider has also given the Service Provider the right to use the shared areas in your home and the office (if there is an office in your home).

Responsibilities of Service Provider

The Service Provider agrees to:

- treat you with courtesy and respect;
- include you in discussions about how your supports are provided;
- review your supports with you at least once a year;
- communicate openly and honestly in a timely manner;
- give you information about managing any complaints or disagreements;
- listen to your feedback and resolve problems quickly;
- write to you and/or your representative within five (5) business days if the contact details shown in this Agreement change;
- give you the required notice if the Service Provider needs to end the Service Agreement (see ‘Ending this Service Agreement’ below for more information);
- protect your privacy and confidential information;
- provide supports in a way that complies with all relevant laws, including the *National Disability Insurance Scheme Act 2013* and rules, and the Australian Consumer Law;
- comply with all professional standards, quality requirements and codes of conduct;

- keep accurate records of the supports provided to you and provide these at your request;
- issue invoices and statements of the supports delivered to you as required under relevant consumer laws and if requested by you;
- account for all expenses covered by the Board Payments monthly and annually and provide the statement to you if requested;
- temporarily reduce Board whilst you are on holidays or other planned absences;
- will assist you to contact the NDIA or Support Coordinator (or Department of Health) when asked to by you;
- will assist you to attend a hearing or other NDIS or government complaint body where you are making a complaint about the Accommodation Provider;
- will assist you, should you wish to move out of the home, to find alternative accommodation;
- have all necessary insurances to provide you with supports; and
- take all necessary steps to fulfill its obligations to workers and other people in the home under the Workplace Health and Safety legislation.

Your Responsibilities

You agree to:

- inform the Service Provider about how you wish the supports to be delivered to meet your needs;
- treat the Service Provider with courtesy and respect;
- make the payments required for the supports;
- talk to the Service Provider if you have any concerns about the supports being provided;
- notify the Service Provider if you are planning any holidays or other absences;
- give the Service Provider the required notice if you need to end the Service Agreement (see 'Ending this Service Agreement' below for more information); and
- let the Service Provider know immediately if your NDIS plan is suspended or replaced by a new NDIS plan or you stop being a participant in the NDIS.

Conflict of Interest and Relationships

You acknowledge that the Service Provider is required to have an agreement in place with the Accommodation Provider who is managing the property.

In some instances there may be a relationship between the two providers which means they are not completely independent. You need to be comfortable with the relationship between the Service Provider and the Accommodation Provider before you sign this Agreement.

Details of this relationship are:

- No relationship
- Accommodation Provider and Service Provider are the same

- Accommodation Provider and Service Provider have the same management
- Accommodation Provider and Service Provider are part of a joint venture
- Other: _____

Further information on this relationship (if any):

House Rules

The Service Provider must assist you and the other occupants of the property to prepare and agree House Rules within the first 3 months of this Service Agreement.

The House Rules should cover the issues that are important to you about living at the property, and a template has been provided in Attachment 5. You can use these headings or change the document to suit you.

The House Rules should say how you will make important decisions about your supports and the way you behave in your home. Your NDIS Support Planner may be able to give you more information about these types of decisions.

The Service Provider must ensure that the House Rules (and any changes to the House Rules) are consistent with any other house or building rules which the Accommodation Provider must comply with, including the building rules under the lease.

You agree that no House Rules (or changes to the House Rules) will be proposed or considered unless such rules are consistent with any other house or building rules which the Accommodation Provider must comply with.

The Service Provider will keep a copy of the House Rules and will also give a copy to the Accommodation Provider. The Service Provider and Participants who live in the House will review and update the House Rules once a year.

Payments

Support Payment

#The Service Provider will seek payment of the Supported Independent Living payment from the NDIA in accordance with the relevant NDIS rules, guidelines and terms of business

or

#The Service Provider will seek payment for COS from the Commonwealth Department of Health

Board Payment

If the Service Provider will be providing you with Board under this Service Agreement, then the following paragraphs in respect of Board Payments will apply. If the Service Provider will not be providing you with Board under this Service Agreement, then you will not be required to pay Board Payments.

You agree to pay a Board Payment to the Service Provider to cover daily household living expenses. The Board Payment will typically be 50% of the base rate of the Disability Support Pension that would apply to you assuming you are eligible to receive the Disability

Support Pension, plus the energy supplement.

Because your Board Payment is a percentage, it will change when the amount of either the Disability Support Pension and/or energy supplement change. You agree to pay the increase when notified by the Service Provider who will let you know at least 28 days before the increase occurs.

If you are not eligible for either a Disability Support Pension or Commonwealth Rental Assistance then your Board Payment will be calculated as 50% of the base rate of the Disability Support Pension applicable for your circumstances.

Board Payments will cover food, utilities and living expenses. A general guide on Board and contributions which you may be asked to pay are shown in Attachment 3.

The Board Payment will be made each fortnight by EFT to the Service Provider.

Commonwealth Mobility Allowance

You agree to pay an agreed portion of the Commonwealth Mobility Allowance depending upon your usage of transport provided by the Service Provider.

The Commonwealth Mobility Allowance will be made each fortnight by EFT to the Service Provider.

Your agreed portion is: *[delete if not applicable]*

If you are not eligible for the Commonwealth Mobility Allowance or the amount of the Commonwealth Mobility Allowance you receive is not enough to cover the costs of your usage of transport, then you agree to pay to the Service Provider for transport costs based on your usage of transport.

Written Receipts

The Service Provider must provide written receipts to you within two weeks of any payment.

Additional Expenses

Additional expenses (i.e. things that are not included as part of your NDIS supports) are the responsibility of you or your representative and are not included in the cost of the supports. Examples include entrance fees, event tickets, personal shopping etc. Other examples of additional expenses are set out in the "Personal" expense row in the table in Attachment 3.

Changes to this Service Agreement

If changes to the supports or their delivery are required, you (and/or your representative) and the Service Provider 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

How you (or your representative) may end this Service Agreement

After the expiry of the first two years of this Service Agreement, you may end this Service Agreement at any time on 14 days notice if you choose to leave the accommodation.

How the Service Provider may end this Service Agreement

Before giving notice to end this Service Agreement for any reason, the Service Provider will arrange a meeting with you, your representative (if you have one), the Accommodation Provider, an NDIS Support Coordinator or COS Support Coordinator and other relevant support staff to consider whether you require additional supports to enable you to remain at the property or whether the Service Provider can support you in a different home.

If approved corrective action or additional reasonable and necessary supports have been implemented to rectify the cause for proposing to end this Service Agreement, then the Service Provider will allow sufficient time to monitor that the cause no longer applies and agrees not to end this Service Agreement if the Service Provider is satisfied that the cause no longer applies.

Ending this Service Agreement in the first two years

In the first two years of this Service Agreement, the Service Provider may not terminate this Service Agreement, except if one of the following occurs:

- a. You carry out an illegal activity within the home;
- b. You have not paid the Service Payment or the Board Payment and do not pay these amounts within 14 days of receiving an overdue notice;
- c. You cease to be a Participant in the NDIS or COS;
- d. The Accommodation Provider terminates your access to the home; or
- e. The Service Provider is unable to support you to remain at the Property without serious risk of harm to yourself, other residents or staff in the home or a breach of the Service Provider's workplace health and safety obligations.

If the Service Provider deems it necessary to end this Service Agreement in the first two years because of any of the reasons above, then the Service Provider will immediately request that the NDIA determine appropriate reasonable and necessary support to assist resolution. If the NDIA determines that it is not appropriate for you to remain at the property, the Service Provider will work with the NDIA to find you alternative accommodation and will end this Service Agreement by providing notice.

Ending this Service Agreement after the first two years

After the expiry of the first two years of this Service Agreement, the Service Provider may end this Service Agreement by providing you with the appropriate notice period specified by the NDIS (which is currently 90 days minimum notice). However, the Service Provider may end this Service Agreement with less notice if:

- a. You carry out an illegal activity within the home;
- b. You have not paid the Service Payment or the Board Payment and do not pay these amounts within 14 days of receiving an overdue notice;
- c. You cease to be a Participant in the NDIS or COS;
- d. The Accommodation Provider terminates your access to the home; or

- e. the Service Provider is unable to support you to remain at the Property without serious risk of harm to yourself, other residents or staff in the home or a breach of Service Provider's workplace health and safety obligations.

Regardless of the reason for ending this Service Agreement, the Service Provider will immediately notify the NDIA and will work with the NDIA to find you alternative accommodation and/or alternative daily living supports.

Change of Service Provider

After the expiry of the first two years of this Service Agreement, you may end this Service Agreement by following the Termination Process outlined in your Accommodation Agreement.

However, you may seek to change a Service Provider at any time if any of the circumstances set out in the third paragraph in your Accommodation Agreement under 'Change of Service Provider' occurs.

Record Keeping

The Service Provider agrees to keep full and accurate accounts and financial records of the supports delivered to you, along with records of service agreements, house hold expenses and any complaints which they have received for five years from the date each record is received.

The Service Provider confirms that the way they hold these records complies with the NDIS Terms of Business or equivalent for COS, all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or Local Authority.

If you would like to view the records held by the Service Provider, you can talk to *[insert name of Service Provider's contact person]* on *[insert contact details, e.g. phone, email, and/or postal address]*.

The Service Provider will provide you access to view the records they hold within five (5) business days of your request, unless to do so could or would breach the law.

Feedback, complaints and disputes

The Service Provider will give you a copy of their Complaints Policy at the time you sign this Service Agreement.

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

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

Attachment 4 to this Agreement provides more information on who to complain to for different types of problems.

If you have a NDIS plan and you are not satisfied or do not want to talk to the Service

Provider's contact person, you 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.

If you have a COS plan and you are not satisfied or do not want to talk to the Service Provider's contact person, you can contact the Commonwealth Department of Health by calling 1800 020 103 or visiting <https://agedcare.health.gov.au/programs-services/commonwealth-continuity-of-support-programme> for further information.

Privacy

The Service Provider agrees to comply with all relevant Privacy Laws in the way it holds, uses and shares your personal and health information (including your NDIS plan).

The Service Provider may ask that you sign a written consent which allows the Service Provider to share your personal and health information with the Accommodation Provider or another person/entity.

You do not have to sign this consent form. And if you do sign, you can always withdraw your consent later on.

If you do not provide your consent to share your personal and health information, it does not mean that the Service Provider can't share your personal and health information, but without your consent, they must comply with the relevant Privacy Laws before they share your information.

Goods and services tax (GST)

If you receive supports as detailed in an NDIS plan, 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 your NDIS plan currently in effect under section 37 of the NDIS Act;
- your 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 Service Provider if your NDIS Plan is replaced by a new plan or you stop being a participant in the NDIS.

If you receive supports as detailed in a COS plan, for the purposes of GST legislation, these may or may not be GST free. The Service Provider agrees to let you know which supports will include a charge for GST.

Contact details

You or your representative can be contacted on:

Name	
Phone [B/H] Phone [A/H]	
Mobile	
Email	
Address	

The Service Provider can be contacted on:

Contact name & Role	
Phone [B/H] Phone [A/H]	
Mobile	
Email	
Address	
Alternative Contact Person	

Agreement signatures

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

Signed by Participant or
Participant's Representative

Signature

Date

Name

Signed by authorised
representative of the Service
Provider

Signature

Date

Name

SAMPLE

Attachment 1 – Copy of your NDIS plan or COS plan

[Attach a copy of your NDIS plan or COS Plan or delete this page if not required]

SAMPLE

Attachment 2 – Details of Supports

Supported Independent Living services or Continuity of Support services includes:

- ...
- ...
- ..

Board includes:

- ...
- ...
- ...

SAMPLE

Attachment 3 - Participant's and Household's Expenses Contributions

Expense	Client Contribution	Collected and Managed by	What the Contribution will cover
Rent (Reasonable Rent Contribution)	<p>For the first five years of this Service Agreement: 25% of adult disability support pension (DSP) + 100% CRA for Participants who will occupy the Property from or after the start date of their Accommodation Agreement, or 75% CRA for Participants who have occupied the Property immediately prior to the start date of their Accommodation Agreement.</p> <p>For the period after the first five years of this Service Agreement (if applicable): 25% of adult disability support pension (DSP) + 100% CRA</p>	<p>Accommodation Provider</p> <p>Utility connections are the responsibility of the Accommodation Provider who cannot impose further charges to participants to recoup the cost of providing these connections.</p> <p>Utility usage charges may be recovered from the board payments remitted to the Service Provider.</p>	<p>Rent (if leased premises) Shared area furniture (lounge suite, dining setting, TV, Stereo) Whitegoods Window coverings Connection charges for Utilities/ Internet/Phone Initial kitchen/laundry set up (laundry basket, cookware, flatware, cutlery) Repairs to building, furnishings, appliances Council rates Building insurances</p>
Board (day to day expenses for the household)	<p>50% of DSP received or equivalent to full adult DSP + 100% Energy allowance</p>	<p>Service Provider</p> <p>(Monthly reconciliation is required and to be made available to Participants if requested)</p> <p><i>If the Participant only uses medically prescribed meal replacements, then contribution should be reduced to exclude household food and groceries. Contributions can be temporarily reduced for</i></p>	<p>Groceries Household cleaning items Home help (subcontractors for garden and cleaning) Minor domestic purchases (additional kitchenware, flatware, cutlery) Group mobility aids (eg wheelchair for occasional use) Motor vehicle expenses (including lease fees, maintenance, fuel where mobility allowance is insufficient) Usage charges for Utilities/Internet/ Phone</p>

Expense	Client Contribution	Collected and Managed by	What the Contribution will cover
		absences longer than 1 week.	
Mobility Allowance	100% (or as agreed depending upon usage)	Service Provider	Transport provided by service provider
Personal	25% of DSP received + 100% of any other allowances	Retained by Participant and reimbursed to Service Provider where necessary Personal bedroom furnishings should be provided by the Participant. At the Participant's request, the Accommodation Provider may supply bedroom furniture for an additional agreed fee.	Toiletries Clothes Footwear Pharmaceuticals / Medications Personal food/meal replacements Personal appliances (e.g. iPod, radio, hair drier) Recreational and leisure activities, including cultural and sporting activities Eating out or takeaway Travel, holidays, excursions Hobbies, Gifts Linen Replacement/maintenance of personal furnishings (eg bed, mattress, bedding, wardrobe, etc)
Special Participant Equipment	Paid for by Health, NDIS or other government Program	Support Plan Manager	Any necessary medical aids, eg specialist wheelchair, chair, shower chair, bed. These equipment are considered personal to the participant.

Note: where an office is supplied in a home, the Service Provider will not pay rent for the area but will contribute to electricity, internet and water usage charges, equivalent to what one resident will pay, eg. if five resident occupy a group home, the Service Provider and each resident will pay one sixth of the utility usage charge (that is the number of residents + Service Provider equals the number of shares a utility charge will be split into).

Note: A participant may also be eligible for a daily living support payment (SIL Payment). This payment may appear in a participant's plan but be provided directly to the Service Provider.

Attachment 4 – More information on who you can complain to

Type of Complaint	How to complain and who to complain to
Problems with furniture, blinds, curtains	If it is dirty, ask the Service Provider If it is broken, ask the Accommodation Provider
Problems with my room, the garden, bathroom, shared areas	If it is dirty, ask the Service Provider If something needs fixing in it, ask the Accommodation Provider
Problems with another Participant	Talk to your housemate about the problem or ask the Service Provider to talk to your housemate to fix the problem. If this doesn't work then talk to the Accommodation Provider.
Problems with a support worker	Tell the Service Provider what you don't like about what the worker has done. The Service Provider must try to fix the problem first. If the problem doesn't get better, then talk to your Support Coordinator or housemates to see if other people also think this is a problem. You can also talk to the Accommodation Provider to help solve the problem. If it is really bad, you may be able to change the Service Provider. If all this doesn't work and you need more help to fix the problem, then call the NDIS or Commonwealth Department of Health (if you have a COS plan).
Problem with a worker who comes to repair something	Tell the Accommodation Provider
"I don't like the food"	Tell the Service Provider what you like to eat. Speak to your housemates about what they like to eat and see if you can change the menu.
Problem about too much noise	Talk to the Service Provider first to see if they can fix the problem. If this doesn't work then talk to the Accommodation Provider.
Other problem	Talk to the Service Provider or your Support Coordinator first

If you wish to contact the Service Provider about a matter listed above, you can talk to [insert name of Service Provider's contact person] on [insert contact details, e.g. phone, email, and/or postal address].

If you wish to contact the Accommodation Provider about a matter listed above, you can talk to [insert name of Accommodation Provider's contact person] on [insert contact details, e.g. phone, email, and/or postal address].

If you need help in making a complaint and don't want to ask your Service Provider worker or Accommodation Provider, you can call your Support Coordinator or NDIS directly.

Attachment 5 - House Rules

Sample House Rules

Introduction

House Rules are about the quiet use, enjoyment and management of shared housing. Each house member must comply with these house rules.

General House Rules

1. No smoking is allowed inside. Smoking is only allowed in the marked off outside area.
2. No pets are allowed unless approved and agreed by the Accommodation Provider and all other residents.
3. Parking of cars is only allowed in marked areas.

House Rules for Residents

1. Residents and their guests must not interfere with the peace, comfort and privacy of other residents.
2. Residents must keep their rooms clean in a way that does not interfere with the comfort of other residents and in a way that does not create a fire or health hazard or attract vermin. The Service Provider will help residents to keep their rooms clean.
3. Residents must not intentionally or recklessly damage or destroy any part of their room or of any common area¹ or of any shared² area.
4. Residents must make sure that their guests understand and follow these house rules.
5. Residents must not change or destroy a door lock for their room and for the main doors of the home. They must not give the main door key to anyone who doesn't live in the house.
6. Residents agree to help with housework as described in the weekly roster.
7. If a resident is allowed to keep a pet, he/she must take responsibility for all care and any disturbance that the animal makes. The Service Provider will help residents with the care of the pet.

House Rules for Service Providers

1. The Service Provider will respect the right of the resident to privacy in their room or in private areas.
2. The Accommodation Provider will make sure that the home (including the shared areas), appliances and equipment are kept in good repair.
3. The Service Provider will make sure all rooms and shared areas are kept clean and safe (for example by changing used light bulbs), notifying the accommodation provider of all required repairs as needed.

Changes to House Rules

House members and the service provider can suggest changes to house rules but each

¹ Common areas are areas that are shared with other households, eg gardens that are shared with co-located dwellings.

² Shared areas are areas that are shared with other residents of the home, eg bathroom, toilet, kitchen, lounge, dining room, corridors, patios, gardens.

change must be voted on and agreed to by at least two-thirds of all voters. The service provider gets one vote.

Total voters	Two-thirds
6	4
5	4
4	3
3	2
2	2

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