



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 support funding under a participant's NDIS Plan.

1. Parties & Participant Details

This Service Agreement is for _____ a participant in the National Disability Insurance Scheme and is made between:

Participant	
Or	
Advocate/Participant's Representative (e.g. family member or friend)	

and

In Step Supports

This Service Agreement will commence on _____ for the period _____ to _____.

2. Contact Details

Participant Contact details	
Participant's Name:	Click or tap here to enter text.
Phone:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Address:	Click or tap here to enter text.

Provider Contact details	
Contact Name:	IN STEP SUPPORTS PTY LTD
Mobile:	Mobile : 0451971811 Mobile : 0402613656
Email:	hello@instepsupports.me
Address:	tbc

3. Participant's copy of service agreement

The client confirms they have been offered a copy of this Service Agreement once completed: ☐ **Yes** ☐ **No**

The client advised that they **DO NOT** wish to receive a copy of this Service Agreement: ☐ **Yes** ☐ **No**

A copy of the service agreement will be sent to you electronically.

4. Access to Records

My file can be accessed by an NDIS Registered Auditor for audit purposes only:

☐ Yes ☐ No

I give my consent for the following people or entities to have access to my personal records

Role/Position	Name
Support Coordinator	Click or tap here to enter text.
Plan Manager	
School	
Family Member	
Friend	
Authorised Rep/Advocate	
Health practitioner	
Other	

5. Pricing and Payments

The Participant's NDIS funding is managed as follows:

Funding Management Type	Click or tap here to enter text.
Invoice/ Payment claims sent to	Click or tap here to enter text.

Invoices or payment claims will be directed to the person or organisation responsible for managing the Participant's NDIS funding as stated above.

Payment Terms: Invoices are payable within 7 days of issue, unless otherwise agreed in writing.

Where the Participant is Self Managed, invoices will be sent directly to the Participant or their authorised representative.

Where the Participant's Plan Nominee manages the funding, invoices will be sent to the Participant's Plan Nominee.

Where the Participant is NDIA Managed, In Step Supports will claim payment directly from the NDIA where permitted.

Where the Participant is Plan Managed, invoices will be sent to the Participant's nominated Plan Manager.

In Step Supports will only invoice or claim payment after supports have been delivered. All invoices and claims will be accurate, relate to supports provided under this Service Agreement, and be consistent with the Participant's current NDIS Plan, available funding, and applicable NDIS requirements.

In Step Supports will charge within the price limits and pricing arrangements where specified in the [NDIS Pricing Arrangements and Price Limits](#). We will seek payment for the provision of services and supports after you confirm satisfactory delivery. We will:

- Declare prices to participants before delivering a service;
- Make claims for payments that are correct and truthful;
- Only provide and charge for services and supports that are consistent with the participant's NDIS Plan;
- Provide a receipt to participants to acquit against their NDIS Plan;
- Make a payment request only after that service or support has been provided;
- Submit payment requests for NDIA-managed participants within a reasonable time (and no later than 90 days from the end of the service booking);
- Discuss with you and seek your agreement on any proposed changes to charges for services; and
- Keep full and accurate records of services and supports delivered.

All supports and claims must be delivered within the timeframe of the participant's current NDIS funding period as outlined under Section 33(2) and amended rules from the National Disability Insurance Scheme Act 2013 (Cth). Funding periods may be issued in quarterly (3-month) blocks, and {In Step Supports} will ensure invoicing and service provision align with these designated blocks to avoid rejected claims.

The participant's NDIS plan may include funding divided into 3-monthly periods. In Step Supports will only deliver and invoice for supports that fall within the active funding block. Invoices covering dates across two funding periods will be split accordingly. Participants will be supported to monitor expenditure to avoid overspend within any funding period. If a participant's plan is reassessed or funding structure changes, this agreement will be varied accordingly. Provider travel to the participant's location may be charged where required to deliver agreed supports and will be billed in accordance with the current NDIS Pricing Schedule and applicable NDIS claiming rules.

6. The NDIS and this Service Agreement

- (a) This Agreement is made in accordance with the rules and objectives of the rules, standards and objectives of the National Disability Insurance Scheme (NDIS) and other applicable laws, such as the Australian Consumer Law (see section 4.1 below).
- (b) A copy of the Participants' NDIS Plan is not attached to this Service Agreement.
- (c) The participant and the service provider agree that this Agreement is in accordance with the main ideas of the NDIS. These ideas include things like having more choices, achieving personal goals and taking part in the community.
- (d) 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 disability to exercise choice and control in pursuing their goals and the planning and delivery of their supports.

7. Schedule of Supports

The provider agrees to provide the participant Social & Community Participation Supports .

The Schedule of Supports will include the following information on services:

- a. How they will be provided.
- b. When they will be provided.
- c. Who will provide them.
- d. How long they will be provided for.
- e. How much they will cost.

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 and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, laundry products, creams etc.

8. Responsibilities of the Provider

The provider agrees to:

- (a) Communicate with you openly, honestly and promptly.
- (b) Treat you with kindness, courtesy and respect.
- (c) Partner with you on decisions about how your services and supports are provided.
- (d) Review the provision of services and support with you, at least annually, and more often if required.
- (e) Provide services and supports that meet your needs, circumstances, preferences and goals.
- (f) Provide you with the opportunity to select your preferred support workers to support you on your preferred days and times.
- (g) Provide you with a minimum of 24 hours' notice, where possible, if we have to change a scheduled appointment to provide your supports.
- (h) Provide supports that consider your safety.
- (i) Implement and maintain safeguarding policies and procedures to uphold your human and legal rights.
- (j) Follow incident management procedures in accordance with our Incident Management Policy to ensure everyone's safety and provide you with information about the process we follow.
- (k) Declare and manage potential, perceived and actual conflicts of interest in accordance with our Conflict of Interest Policy.
- (l) Explain, in a way that you understand, how you can provide feedback and lodge a complaint about our services internally to us and also to a third party (e.g. NDIS Commission).
- (m) Listen to your feedback and resolve problems quickly.
- (n) Never offer or give you financial advice or recommendations.
- (o) Review your Support Plan and this Service Agreement whenever your circumstances change and provide you with updated versions for your records.
- (p) Conduct appropriate worker screening and maintain processes for worker training and supervision to ensure our workforce is caring, compassionate, skilled and competent.
- (q) Maintain processes to protect your privacy and personal information.
- (r) Issue you with clear and accurate invoices and statements relating to costs and payments required.
- (s) Give you the required notice if we must end this Service Agreement (see also under 'Ending this Service Agreement' below).

8.1 Client Living Alone and Receiving Personal Care Support from a Sole Worker

- (a) {Organisation Name} will comply with the additional condition of registration, in accordance with s 73G of the NDIS Act, in relation to providing assistance with daily personal activities to participants who live alone.
- (b) {Organisation Name} recognises that clients who are provided with personal support in their own home face higher risk — in particular, where supports are provided by the same support worker for an extended period of time. The risk is even higher if the client lives alone.
- (c) {Organisation Name} will discuss with the client how the support worker will be selected and seek the client's input and collaboration in the selection process.
- (d) Our workers comply with our Client Living Alone and Receiving Personal Care Supports from a Sole Worker Policy and Procedure to ensure appropriate safeguards are in place to ensure client health and wellbeing. This includes:
 - Conducting regular client risk assessments and making sure they are accurately documented.
 - Ongoing support worker monitoring and supervision by a manager/supervisor.
 - Face-to-face in-home visits by the manager/supervisor, at a specified and appropriate frequency, to undertake in-person supervision of the support worker and to check on client health, safety and wellbeing.
- (e) Further to the third bullet point in (d) above, the supervisor will discuss with the client and arrange a convenient time and day at appropriate intervals to establish the client's level of satisfaction with the type, quality and frequency of personal support provided, and make any required adjustments or follow up action(s).

8.1 Australian Consumer Law

{Organisation Name} will comply with Australian Consumer Law and other requirements of the *Competition and Consumer Act 2010* (Cth). Our services are fit-for-purpose and match the description provided.

{Organisation Name} will **not**:

- advise the participant of our ability to provide a specialised service when not legally able to do so;
- make false claims about the efficacy of any of our supports, services or products;
- make claims about the efficacy of treatments or supports that cannot be substantiated independently.
- mislead or deceive the participant (this includes providing false information or not enough information);
- accept payment for goods or services if we are unsure of our ability to supply them to the participant; or
- accept payment for goods or services that the participant has not agreed to purchase as part of their Service Agreement.

{Organisation Name} will not undertake unfair treatment or take advantage of the client. We will **not**:

- provide services or expend funds contrary to the client's Support Plan;
- request or accept additional fees for providing a service;
- offer inducements or rewards that could be perceived to encourage clients to take up or continue with {Organisation Name} or a particular service option; or
- engage in high-pressure sales tactics.

8.2 NDIS Code of Conduct

{Organisation Name} and our workers comply with the NDIS Code of Conduct. We will:

- Act with respect for individual rights to freedom of expression, self-determination, and decision-making in accordance with relevant laws and conventions;
- Respect the privacy of people with disability;
- Provide supports and services in a safe and competent manner with care and skill;
- Act with integrity, honesty and transparency;
- Promptly take steps to raise and act on concerns about matters that might have an impact on the quality and safety of supports provided to people with disability;
- Take all reasonable steps to prevent and respond to all forms of violence, exploitation, neglect, and abuse of people with disability;
- Take all reasonable steps to prevent and respond to sexual misconduct.

Also in accordance with the NDIS Code of Conduct, {Organisation Name} will not represent or charge a price for the supply of goods for an NDIS participant that is higher than the price represented or charged for the same supply of goods for a person who is not an NDIS participant.

8.3 Reportable Incidents

All reportable incidents are managed in accordance with our Incident Management Policy and Procedure and Reportable Incident Management Procedure. We will support and inform you of the actions taken and their results. We comply with the NDIS (Incident Management and Reportable Incident) Rules 2018. See information in the Participant Handbook and Easy Read documents for more details.

9. Responsibilities of the participant/participant's representative

The participant/participant's representative agrees to:

- (a) Respect the rights of workers, ensuring their workplace is safe and healthy and free from harassment.
- (b) Abide by the terms of your Agreement with us.
- (c) Understand that your needs may change, and with this, your services may need to change to meet your needs.
- (d) Accept responsibility for your actions and choices, even though some choices may involve risk.
- (e) Tell us if you have problems with the care and services you are receiving.
- (f) Give us enough information to develop, deliver and review your Support Plan.
- (g) Care for your health and wellbeing as much as you are able.
- (h) Provide us with information that will help us better meet your needs.

- (i) Provide us with a minimum of 24 hours' notice when you know you will not be home for your scheduled service.
- (j) Be aware that our workers are only authorised to perform the agreed number of hours and tasks outlined in your Service Agreement.
- (k) Participate in safety assessments of your home.
- (l) Ensure pets are controlled during service provision.
- (m) Provide a smoke-free working environment.
- (n) Pay the agreed amount for the services provided.
- (o) Tell us in writing (where able) and give us notice before the day you intend to stop receiving services from us.
- (p) Inform us if you wish to opt-out when asked.
- (q) Inform us about how you wish the supports to be delivered to meet your needs.
- (r) Treat our workers with courtesy and respect.
- (s) Talk to us if you have any concerns about the services and supports we are providing.
- (t) Give {Organisation Name} a minimum of 24 hours' notice if you cannot make a scheduled appointment; and if the notice is not provided by then, {Organisation Name} cancellation policy will apply.
- (u) Give {Organisation Name} the required notice if you need to end the Service Agreement (see '[Ending this Service Agreement](#)' below for more information).
- (v) Let us know immediately if your NDIS Plan is suspended or replaced by a new NDIS Plan or if you stop being a participant in the NDIS.

10.Changes to this Service Agreement

If changes to your services or supports 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.

If the participant's plan funding structure changes (e.g. a change in the number or duration of funding periods), the parties agree to update this Service Agreement, including the Schedule of Supports, to reflect the new funding blocks and allocated budgets.

11.Cancellations

11.1 Short Notice Cancellations

Where In Step Supports has a Short Notice Cancellation (or no show), we can claim up to 100% of the agreed fee associated with the activity from the participant's plan, subject to the NDIS Pricing Arrangement and Price Limits and the terms of this Service Agreement.

Short Notice Cancellation – 2 clear business days

- This applies to non-disability support worker supports where you have provided less than two (2) clear business days' notice of cancellation for a support, or if you do not show up for a scheduled support within a reasonable time or are not present at the agreed place within a reasonable time when one of our workers is travelling to deliver the support.
- This applies if we are not able to find alternative billable work for the relevant worker we are required to pay the worker for the time that would have been spent providing the support.
- We may choose to waive the Short Notice Cancellation fee at our discretion, if we agree that your circumstances warrant this on a particular occasion.

Short Notice Cancellation – 7 clear business days

- This applies to disability support worker supports where you have provided less than seven (7) clear business days' notice of cancellation for a support, or if you do not show up for a scheduled support within a reasonable time, or are not present at the agreed place within a reasonable time when one of our workers is travelling to deliver the support.
- This applies if we are not able to find alternative billable work for the relevant worker are we are required to pay the worker for the time that would have been spent providing the support.
- We may choose to waive the Short Notice Cancellation fee at our discretion, if we agree that your circumstances warrant this on a particular occasion.

For supports delivered to a group of participants, including you, if you cancel your attendance and if we are unable to find another participant to attend the group session in your place, then, if the other requirements for a Short Notice cancellation are met, we will bill you at the previously agreed rate that we would have billed you if you had attended the session.

Claims for a short notice cancellation will be made using the same support item as would have been used if the support had been delivered, using the 'cancellation option in the myplace portal.

If we observe an unusual number of short notice cancellations we will discuss with you to seek to understand why they are occurring and arrange more suitable shift times and days.

12.Feedback and Complaints

If you, as the participant, or your representative, wish to provide us with feedback, or lodge a complaint in relation to services received from In Step Supports, you can talk to Director Eddy & Jake on Mobile 0451971811 Mobile 0402613656.

You can also make an anonymous complaint by completing the Anonymous Complaints and Feedback Form or you can phone.

If you are not satisfied with the handling of the complaint or do not want to talk to our Complaints Manager or delegate regarding your complaint, you can contact the NDIS Commission at any time throughout the process by calling 1800 035 544 visiting one of their offices in person, or accessing the [NDIS website](#) for further information.

13. Emergency and Disaster

In Step Supports will collaborate with you to develop a Personal Emergency Preparation Plan tailored to your needs. This plan will outline actions to support your safety before, during, and after any foreseeable emergency or disaster while you are accessing services with In Step Supports.

In Step Supports will conduct a trial of your Personal Emergency Preparation Plan to ensure its effectiveness. We will also seek your ongoing feedback to regularly review and refine the plan so that it remains relevant and practical.

In the event of an actual or potential emergency or disaster, In Step Supports will endeavor to keep you informed of the emergency or disaster and any measures being implemented to maintain your continuity of supports.

If required, trained staff from In Step Supports will assist you with evacuation procedures, relocation to a safe location, and will notify your nominated support person, as outlined in the Plan in the appendix to this Agreement.

14. Goods and Services Tax (GST)

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

- a. A supply of supports under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports included under s 33(2) of the NDIS Act, in the participant's NDIS Plan currently in effect under s 37 of the NDIS Act.
- b. The participant's NDIS plan is expected to remain in effect during the period the supports are provided.
- c. The participant will immediately notify the provider if a new plan replaces the participant's NDIS Plan or if they stop being a participant in the NDIS.

15.Information Storage

The NDIS Commission or NDIA may collect personal information about you from you, your representative or a third party. Using forms, online portals and other electronic or paper correspondence to collect this information. The regulator or we, as the service provider, may collect information directly. The regulator may also obtain personal information collected by other Commonwealth agencies, State or Territory government bodies, or other organisations. From time to time, the NDIS Commission may receive personal information from members of the public without it being requested.

The NDIS Commission and we, as a service provider, will not ask you for any personal information we do not need. The Privacy Act requires that we collect information for a reasonably necessary purpose for, or related to, a function or activity of the Commission.

When the Commission collects personal information, we are required by the Privacy Act to notify you of several matters. These include the purposes for collecting the information, whether the collection is required or authorised by law and any person or body to whom we usually disclose the information. The Commission generally provides this notification by having Privacy Notices on our paper-based forms and online portals.

16.Ending this Service Agreement

Should either party wish to end this Service Agreement, they must give 1 month notice.

The notice requirement to end this Agreement will be waived if either party breaches the Service Agreement, or if otherwise agreed by both parties in writing.

17. Agreement Signatures

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

This Service Agreement has been explained to me using a language, mode or method that I understand:

☐ YES ☐ NO

Signature of Participant/Participant Representative

Click or tap here to enter text.

Date

Name of Participant/Participant's Representative

Signature of provider's authorised person

Click or tap here to enter text.

Date

Name of provider's authorised person

Schedule of Supports

Insert Agreed Services Schedule and prices here.

Support Item	Rate	Description			
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.			
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.			
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.			
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.			
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.			
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.			
				Weekly	Click or tap here to enter text.
				Monthly	Click or tap here to enter text.
				3 monthly	Click or tap here to enter text.
				Annually/Total	Click or tap here to enter text.
Comments	Funding Period [Click or tap here to enter text. to Click or tap here to enter text.]				