Submission to the Market Readiness Inquiry, February 2018
Joint Standing Committee on the National Disability Insurance Scheme
Parliament House, Canberra

The attached paper, *Transformation, Compliance and Enforcement in the NDIS – The Case for Service Agreements* highlights the denial of service agreements to NDIS participants residing in accommodation managed by Victoria's Department of Health and Human Services (DHHS, the department).

The paper details how service agreements must be recognised and implemented as a key transformational change in the delivery of services to people with disabilities. The requirement for and implementation of service agreements reflects the frequently repeated mantra of disability advocates, "***Nothing about us without us***".

The development of service agreements ensures that participants are active partners in determining their services and are fully involved in decisions that affect them. By their very nature service agreements are a key element in ensuring quality of service provision. Therefore, service agreements provide a safeguard by ensuring that the provider is put on notice as to what has been agreed to be delivered.

This paper demonstrates that DHHS, a registered service provider, is unwilling to embrace the market-based system established by the NDIS. By refusing to engage in service agreements, they are demonstrating a refusal to be part of the transformation disability services in Victoria. It must be clearly stated that DHHS is non-compliant with the obligations it has signed up to.

The paper also focusses on the role of the NDIA and its part in enforcing compliance. The paper addresses the significant questions, "*What action can the NDIA take*?" and "*What happens if action is not taken?"* These questions bring into sharp relief what should happen when a provider has market dominance, and uses this dominance to 'thumb its nose' at the NDIA.

The writers are aware that when Victoria has fully transitioned to the scheme, the Quality & Safeguarding Commission will have the responsibility for registration of service providers as well as compliance and enforcement matters. Given the significance of compliance and enforcement, the writers contend that it is essential that the Committee take this matter up with the new Commissioner, in order to ensure that compliance and enforcement become a strong suit of the NDIS.

Given that the possibility of deregistration of a service provider exits, consideration must be given to the concept of "*provider of last resort arrangements*". The writers submit that the NDIA must have the authority to offer a "carrot" to organisations who are willing to become providers of last resort. Simply put, this would be funding over and above individual participants' funding for a particular service. A provider of last resort must be tested against criteria of willingness, skill base, track record, and a record of good governance. Given the intransigence of Victoria's DHHS to abide by the requirements for service providers, it must not be automatically assumed that government is the best and most suitable "*provider of last resort*".

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