



Section 5

How do I work with NDIS participants?

Section 5 Introduction

This Section of the Provider Toolkit will help you understand:

- how to set up a Service Agreement with each NDIS participant
- what should be included in a Service Agreement (including where to find a Sample Service Agreement to use as a template)
- how to set up and manage a Service Booking in the myplace provider portal
- how to change and cancel Service Bookings.

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5.1 Service Agreements

5.1.1 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. This agreement is a consumer contract between a participant and a provider, the NDIA is not a party to this agreement.

A Service Agreement should specify the outcomes to be achieved for the participant. It should also set out each party's responsibilities and obligations and how to resolve any problems that may arise. The service agreement should be documented and in place before the services commence.

A sample **Sample Service Agreement** ([PDF](#))¹ ([DOC](#))² is available for your use so you can work with your participants to create their own tailored Service Agreements. It can be used to inform discussions with participants and can be modified to include all matters that are relevant to you and the participant.

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

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

Both participant and provider — or another nominated 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.

The NDIS has developed an **easy-English Guide to Service Agreements** ([PDF](#))³ ([DOC](#))⁴ for participants to refer to when working with providers to make a Service Agreement. You can refer to this Guide to ensure you understand the process from the participant perspective.

Things that can be specified in a Service Agreement include:

¹ <https://providertoolkit.ndis.gov.au/sites/g/files/net3066/f/samplemodelserviceagreementv2.0.pdf>

² <https://providertoolkit.ndis.gov.au/sites/g/files/net3066/f/samplemodelserviceagreementv2.0.docx>

³ https://providertoolkit.ndis.gov.au/sites/g/files/net3066/f/guide_to_service_agreements_easy_english_v2.0-2.pdf

⁴ https://providertoolkit.ndis.gov.au/sites/g/files/net3066/f/guide_to_service_agreements_easy_english_v2.0-2.docx

- 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 the 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 you 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.

As a Provider, your responsibilities under the Terms of Business include:

- not charging more than the price caps set in the NDIA Price Guide
- not charging cancellation fees, except when specifically provided for in the NDIA Price Guide
- declaring relevant prices to participants before delivering a service (including declaring any notice periods or cancellation terms).

A Service Agreement is different from a participant's plan, which is developed with an NDIS planner. A participant's Service Agreement should reflect what is contained in their plan.

A "View Plan" function in myplace allows providers to see a participant's plan where consent has been given by the participant, or nominee to share parts of their plan. Consent to view the plan information can only be given to providers with whom the participant has a service booking. Providers will automatically be notified that a participant has given consent to view parts of their plan via an electronic letter in the provider myplace portal.

5.1.2 Service Agreements and GST

The Sample 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 Sample 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](#).⁵ Providers should seek independent legal or financial advice if they require assistance with tax law compliance.

⁵ <https://www.ato.gov.au/>

5.2 Service Bookings

In this section:

[5.2.1 Create a Service Booking](#)

[5.2.2 Change a Service Booking](#)

[5.2.3 Cancel or close a service booking](#)

[5.2.4 Plan Manager managed Service Bookings](#)

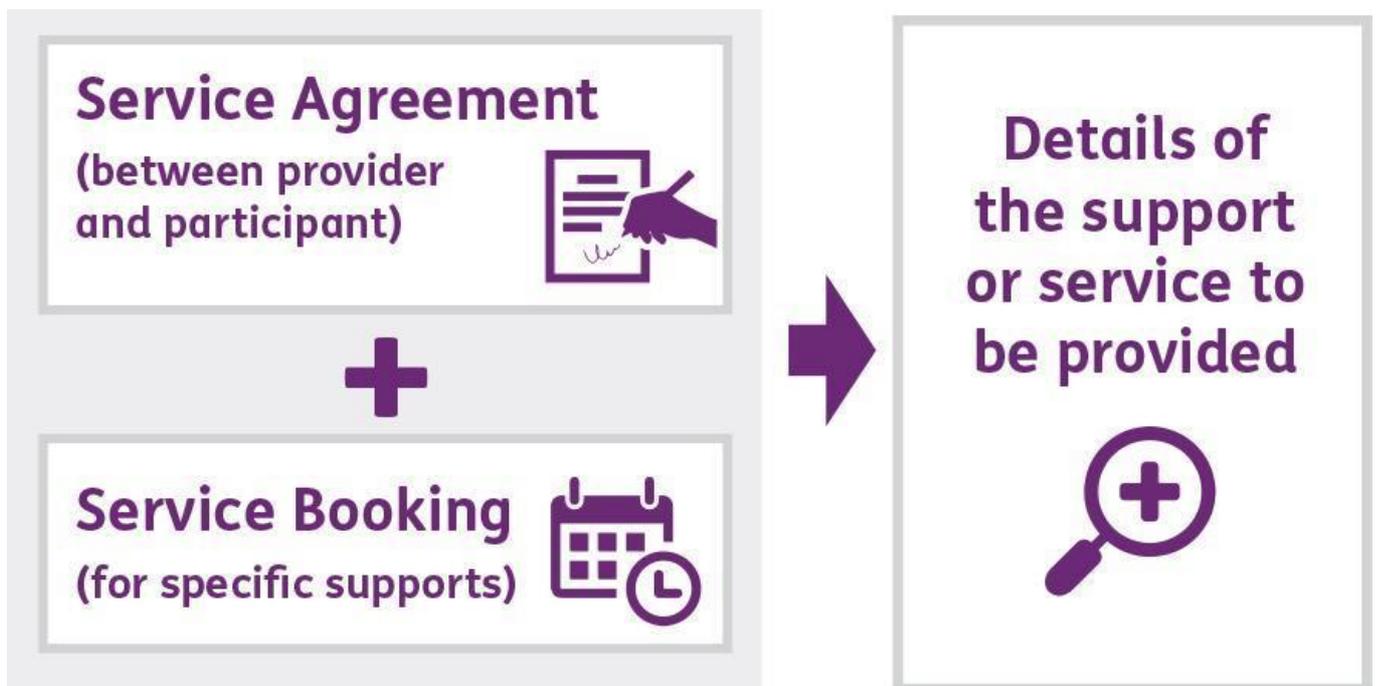
[5.2.5 In-Kind Supports and Service Bookings](#)

[5.2.6 Allocation of funding in plan budgets](#)

[5.2.7 Multiple service providers](#)

[5.2.8 Monthly statements](#)

A Service Booking is the way a participant engages with their chosen provider(s) online. The Service Booking is created based on the items that have been specified in the Service Agreement and includes the details of the specific service or support to be provided.



The Service Booking nominates the type of support, dates and funding to be allocated to a provider. There may be multiple Service Bookings for each type of service within a plan.

For further detail on how to make a Service Booking in myplace, refer to the **Using the myplace provider portal step by step guide** ([PDF](#))⁶ ([DOC](#)).⁷

The myplace provider portal allows Service Bookings to be created between the participant and their provider. This ensures that both parties are aware of the requirements for service, the length of time the service is required for, and that the participant will be able to pay for the service.

5.2.1 Create a Service Booking

Some key points about the Service Booking creation process:

- A Service Booking **must** be created before service delivery to the participant commences
- A participant will create a Service Booking for each provider they have chosen to deliver their supports. The allocated funds will be 'locked' to the chosen provider(s) for the life of the Service Booking
- Online notifications are created when the participant initiates a Service Booking with the selected provider. Likewise, when a provider creates a Service Booking with the participant, the system will automatically send an online notification to the participant (or their nominee/ representative)
- The Provider must be registered to provide the item or items in the Support Category
- A Service Booking can be created by the participant, their nominee, a plan management provider acting on their behalf, or a provider
- Service Bookings are created at the support category level, rather than the line item – this allows for flexibility across the support categories. The exception is within core supports, where a Service Booking may be created across the entire budget, inclusive of daily supports, transport, consumables and community and social activities. Capital and capacity building supports are claimed at the identified support category level
- **NOTE: The Service Booking must be approved by both the provider and the participant** (or their nominee or a plan management provider acting on the participant's behalf).

5.2.2 Change a Service Booking

A Service Booking can only be changed as follows:

- If the end date of the Service Booking is not past, it can be extended but not beyond the end date of the participant plan.

⁶ https://providertoolkit.ndis.gov.au/sites/g/files/net3066/f/using_the_myplace_provider_portal_-_step_by_step_guide_v3.0.pdf

⁷ https://providertoolkit.ndis.gov.au/sites/g/files/net3066/f/using_the_myplace_provider_portal_-_step_by_step_guide_v3.0.docx

- Providers cannot create/change Service Bookings retrospectively.

Where a Service Booking is changed by the participant or provider, the other party (participant/provider) must approve the updated of the Service Booking before it takes effect.

The budget available against a category/item can be increased (assuming budget remains available to do so). This can occur whether the Service Booking has ended or not.

When a participant (or their nominee/representative) changes a Service Booking, the system will automatically send an online notification to the applicable provider.

5.2.3 Cancel or close a Service Booking

- When a Service Booking has not been approved after 21 days, the system will automatically reject the Service Booking with the reason “No Action after 21 days (Auto)”
- When a participant’s Plan ends, so do all Service Bookings. Service Bookings are only created for dates within the Plan
- The Service Booking may be cancelled with 14 days’ notice
- At the time the Service Booking is cancelled any unspent funds attached to the Service Booking will be returned back to the available support category balance. This ensures that providers can continue to claim for services provided, but the participant can utilise the unspent funds in a new Service Booking.

5.2.4 Plan Manager managed Service Bookings

- Where the participant has a Plan Manager, two Service Bookings will be created: one for the Plan Manager to claim the supports they have delivered to the participant; the second for all services the Plan Manager arranged supports for.
- Where a Plan Manager has already been appointed for a participant, the participant will not be required to approve Plan-Management agreements submitted by the provider.

5.2.5 In-Kind Supports and Service Bookings

- Supports which are in-kind will not be included in the Service Booking.

5.2.6 Allocation of funding in plan budgets

- A Service Booking may contain all, or a portion, of the allocated funds attributed to the support category.
- A Service Booking cannot be made for more than the value of the budget allocated to the plan.

5.2.7 Multiple service providers

- More than two providers may have a Service Booking for the same support category. For example, where 30 hours of individual support is allocated in the participant's plan, the participant may choose to split the allocation of these resources across multiple providers. This could allow for one provider to deliver supports on a weekend, assisting with social and recreational events, and another during the week to support in-home and employment outcomes.

5.2.8 Monthly statements

- A monthly payment statement will be available online to participants. The payment statement is created from the system and available to the participant (and/or their nominee) on the first business day of each month. This statement will contain the summary from the previous month's payments, and provide the participant with the available remaining budget, committed budget and spent budget.
- The monthly statement will list which participant and provider claims have been received, which Service Agreements they relate to and which support categories the money was deducted from on which dates. The payment summary will be available in either PDF or Word document format.

5.3 Australian Consumer Law responsibilities

As a Registered NDIS Provider, you must act in accordance with Australian Consumer Law, and the Competition & Consumer Act.

Australian Consumer Law (ACL) governs the interactions between businesses and consumers by:

1. Detailing the rights for consumers
2. Placing restrictions on businesses.

As an NDIS provider, you must understand your obligations under ACL when supplying consumers with a disability. Failure to do so is breaking the law, and can result in prosecution.

Further information can be found in the Australian Competition and Consumer Commission (ACCC) publication "[A Guide to Competition and Consumer Law for Businesses Selling to and Supplying Consumers with Disability](#)".

Under Australian Consumer Law, you are legally required to do the following:

5.3.1 Treat your customers fairly

This means you must:

- Not behave unconscionably when dealing with participants. Unconscionable conduct is conduct that fails to meet the normative standards of conscience defined by acceptable community values
- It is important to understand that an assessment of unconscionability focuses heavily on the particular circumstances, including any disadvantage applying to the participant
- Provide accurate information about products and services in advertising, packaging and selling channels
- Any statement about your products or services need to be accurate and true
- Provide remedies when goods and services sold fail to meet the consumer guarantees

Under the ACL, if something goes wrong with a service or product that has been supplied and the guarantee is not met, consumers have a right to a repair, replacement or refund for goods or to have a service fixed.

Comply with the ACL requirements around telephone and door-to-door selling

These include:

- There are certain days and times when they must not contact consumers

- Salespeople must inform the consumer of the purpose of the call and the name of the business they represent
- Consumers have a 10 day cooling off period
- Sales people must immediately leave if the consumer asks them to
- Comply with the ACL requirements around unfair contract terms.

A term of a contract may be unfair if it:

- Causes a significant imbalance between your rights and obligations and those of the consumer
- Is not reasonably necessary to protect the legitimate interests of your business (such as unreasonable cancellation policies)
- Would cause the consumer detriment (financial or non-financial) if you tried to enforce it.

5.3.2 Sell safe products

Under the ACL, your business has a number of product safety obligations. These include:

- Taking responsibility for the safety of the goods you supply or sell, and having active policies in place to test the products you sell and detect any unsafe products
- Immediately notifying the ACCC of any reports of death or serious injury caused by the use of products you supply – there are heavy penalties for failing to do this
- Recalling products previously supplied that present a safety risk or do not comply with a mandatory standard/ban.

5.3.3 Compete fairly

When you sell goods or services to consumers, you will be operating in a competitive market. Anyone else, whether a company, individual, not-for-profit etc., selling to consumers in the same market as you will be your competitor.

The Competition and Consumer Act places obligations on businesses, including not-for-profit businesses, operating in competitive markets.

Do not enter into anti-competitive agreements. Examples of anti-competitive agreements include:

- Agreeing with your competitors to charge the same price
- Agreeing with your competitors on which goods or services you will each provide
- Agreeing with your competitors on which geographic areas you will provide products or services to.

Agreements do not have to be in writing, they can be oral. They also don't have to be formal – it is enough if there is an understanding between competitors that each will act on the understanding.

There are serious penalties for companies and individuals involved in an anti-competitive agreement. Companies can be fined up to \$10 million. Individuals can be fined up to \$500,000 or imprisoned for up to ten years.

More information on your obligations as a business under Australian Consumer Law can be found at: <https://www.accc.gov.au/business>