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1.4 Child Care Services Taree & Districts Inc.

NDIS Provider Record Requirements

A Registered Provider must keep full and accurate accounts and financial records of the supports delivered to NDIS participants, along with records of service agreements. The accounts and financial records must be maintained on a regular basis and in such detail that the NDIA is able to accurately ascertain the quantity, type and duration of support delivered.

Financial records and accounts are to be retained by a Registered Provider for a period of no less than 5 years from the date of issue.

In addition to these requirements, the retention of all records must also comply with all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or Local Authority.

The Purpose of the Policy:

NDIA require you to review all aspects of your interactions with participants. This policy guides interaction between participants and a provider over time. Seven stages are identified.

1. Prepare
2. Engage prospective customers
3. Commence service
4. Deliver services
5. Monitor and maintain
6. Review
7. Transition and termination

Business Practice & Service Delivery

Service Agreements:

Registered Providers work with a participant to establish a written agreement, in the participant's preferred form of communication, about the expected outcomes and the nature, quality and price of supports to be provided, and any agreed terms and conditions. All supports must be delivered in accordance with that agreement, and the provider must ensure that the participant is regularly provided with, or has access to (for example, through *myplace*), details of services delivered, and the amount charged for those services. Providers must also abide by relevant consumer laws regarding the provision of receipts and itemised bills.

Service agreements must be consistent with the NDIS's current pricing arrangements, guidelines and the requirements of the *A New Tax System (Goods and Service Tax) Act 1999* regarding the application of the goods and services tax to its services.

For a participant who is managing the funded supports in their plan (self-managing participant), the service agreement must clearly set out the costs to be paid in relation to the support, when delivery of the support is to be performed and method of payment. The service agreement must also provide information on complaint handling and dispute resolution processes.

Monitoring and Maintaining Records

The Service Provider must:

1. Have a procedure for regularly collecting, considering and responding to customers' feedback
2. Implement changes to service agreements when required
3. Manage risks, as risks might change on each occasion of service
4. Service Agreements for each participant
5. PRODA Registration for suitable staff or workers
6. Provider Registration
7. myplace Registration
8. Current NDIA Guidelines and Terms of Business
9. Participant Progress Reports
10. Participant itemised bills and receipts
11. Current NDIS Price Lists- NDIS Price Guide
12. Participant Intake including goals, outcomes, strategies

Withdrawal or Termination of Services by the Registered Provider

Service Agreements must include a time frame for the notice of termination of services by the provider. The minimum allowable notice period for this purpose must be no less than 14 days or such longer period as is adequate to enable the participant, his or her nominee, or the Agency to nominate an alternative Registered Provider to deliver those support services. Subject to this minimum period, the time frame may otherwise vary between participants depending on the nature and frequency of the support.

If a Registered Provider intends to withdraw or terminate its services to a participant, notice must be given in accordance with the service agreement.

Registered Providers and participants (except for those that are self-managing) cannot contract out of the Price Guide. Where there are any inconsistencies between the Service Agreement and the Price Guide, the Price Guide prevails.

Responsibilities of Providers

Ensuring service integrity is the responsibility of everyone engaged with the NDIS to protect against misuse and fraud. Responsibilities to ensure service integrity within the NDIS include:

- act in accordance with the Australian Consumer Law and NDIS Terms of Business (detailed further below)
- establish a Service Agreement with the participant that includes information on type of service, when, where and how it will be provided, who will provide it, the price and cancellation arrangements
- create Service Bookings in accordance with the Service Agreement
- not to charge more than amounts specified in the NDIA Price Guide
- declare prices to participants before delivering a service
- provide a receipt to participants to acquit against plan
- make a payment request only after that support has been delivered or provided
- submit Payment Requests for Agency-managed participants within a reasonable time (and no later than 60 days from the end of the Service Booking)
- keep full and accurate records of supports delivered
- Proactively manage perceived and actual conflicts of interest.

- All registered providers are required to keep their details up to date via the *myplace* provider portal.

Relevant Legislation and Standards

- NDIS Practice Standards
- NDIS Code of Conduct
- NSW Disability Service Standards (NSW DSS)
- NDIS Terms of Business
- Health Records and Information Privacy Code of Practice 2005 (NSW)
- Freedom of Information Act 1982
- Privacy and Personal Information Act 1988 (NSW)
- The Disability Inclusion Act 2014 (NSW) and Disability Inclusion Regulation 2014 (NSW)