

## Terms & Conditions for NDIS Services

### Your Rights

*You have the right to:*

#### Access

- services and care that meet your needs

#### Safety

- receive safe and high-quality services and care
- be cared for in an environment that makes you feel safe

#### Respect

- be treated as an individual, and with dignity and respect
- have your culture, identity, beliefs, and choices recognised and respected

#### Partnership

- ask questions and be involved in open and honest communication
- make decision about the services, care and support you receive, to the extent that you choose and are able to
- include the people that you want in planning and decision making

#### Information

- clear information about the care and supports you may receive so you can give your informed consent
- receive information about services, waiting times and costs
- be given assistance, when you need it, to help you understand and use information about your care and supports
- request access to the information we have about you
- be told if something has gone wrong during your care, how it happened, how it may affect you, and what is being done to make care safe

#### Privacy

- have your personal privacy respected
- have information about you kept secure and confidential

#### Give Feedback

- provide feedback or make a complaint without it affecting the way that you are treated
- have your concerns addressed in a transparent and timely way
- share your experiences and participate to improve the quality of care and services

### Your Responsibilities

*You agree to:*

- Treat our staff and other clients with courtesy and respect
- Tell us about changes of your personal details
- Work with us in delivering services to meet your needs
- Tell us if you cannot attend your scheduled service or appointment



- Provide a safe workplace for our staff if we are working in your home
- Ask us for information if you do not understand anything
- Tell us if you are not happy with the service provided
- Tell us if you need to end or change the Service Agreement
- Pay any fees on time
- Tell us immediately if your NDIS plan is under review or appeal, if your plan has been replaced by a new NDIS plan, or if you stop being a participant in the NDIS

### **Our Responsibilities**

*Autism SA agrees to:*

- Respect your rights, and treat you with courtesy and respect
- Include you and your family in decisions about services
- Deliver services as agreed
- Report on the funding that we are authorised to use
- Listen to your feedback and resolve problems quickly
- Tell you if we have to change a scheduled service or appointment
- Tell you if we need to end or change the Service Agreement
- Keep accurate records on the supports we provide to you
- Help you access other services and supports that you may need (eg an interpreter, an advocate)
- Follow the rules of the NDIS

### **Cancellations**

When a scheduled service is cancelled at Short Notice (or you do not show up), we are able to claim 100% of the agreed fee associated with the activity if we are unable to find alternative billable work for the relevant worker and are required to pay the worker for the time that would have been spent providing the support. If you do not attend 3 appointments, we may cancel your future scheduled appointments, however, this will be discussed with you before cancelling.

A cancellation is a Short Notice cancellation if you:

- Do not show up for a scheduled support within a reasonable time, or do not present at the agreed place and within a reasonable time when Autism SA staff are travelling to deliver the support; or
- Have given less than two (2) clear business days' notice for a support that meets both of the following conditions:
  - the support is less than 8 hours continuous duration; AND
  - the agreed total price for the support is less than \$1000; or
  - has given less than five (5) clear business days' notice for any other support.

### **Payment of cancellation fees**

- Agency-Managed clients will have cancellation fees claimed online. Plan-Managed or Self-Managed participants will be invoiced for the cancellation fee.
- Autism SA may waive cancellation fees in exceptional circumstances. This decision rests solely with Autism SA management. Administrative staff and service delivery staff do not have the authority to waive cancellation fees.



### **Programs of Support**

If you have entered into an agreement for a program of support (as per your Service Agreement), we can claim against your plan as though you have attended (whether or not you did) - as long as the group has been delivered. Supports delivered as part of a program of supports are not subject to the short notice cancellation rules.

You are able to exit from the program of supports without cost, subject to a notice period of two (2) weeks. Please advise the program coordinator if you wish to exit the program.

### **Payments**

#### ***Agency Managed***

You have nominated the NDIA to manage all or some of the supports provided under this Service Agreement (as per the attached Schedule of Supports). After providing supports Autism SA will claim payment of those supports from the NDIA.

*And/or*

#### ***Self-Managed***

You have nominated to self-manage the funding for all or some of the NDIS supports provided in this Service Agreement (as per the attached Schedule of Supports). After providing those supports Autism SA will send you, or your nominee, an invoice for the supports to be paid within 7 days. If payment is not received on time we may suspend your services until payment is received.

*And/or*

#### ***Plan Managed***

You have nominated a plan management provider to manage funding for all or some of the NDIS supports provided under this Service Agreement (as per the attached Schedule of Supports). After providing those supports Autism SA will send your plan manager an invoice for the supports to be paid within 7 days. If the invoice is not paid on time your services may be suspended until payment is received.

### **Goods and services tax (GST)**

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 the Participant's NDIS plan currently in effect under section 37 of the NDIS Act;
- The Participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- The Participant (or the Participant's representative) will immediately notify the Provider if the Participant's NDIS Plan is replaced by a new plan or the Participant stops being a participant in the NDIS.

### **Changing or ending this Service Agreement**



- If you, or Autism SA, need to change your services or the way they are delivered, we will discuss and agree the changes together. Changes to this Service Agreement will be in writing, signed, and dated by both parties, or confirmed by email.
- If you, or Autism SA, need to end this Service Agreement we agree to provide 14 days' notice in writing.

**Feedback, complaints and disputes**

Autism SA is committed to providing quality services and we encourage any feedback to be brought to our attention. Feedback may be provided directly to staff or to the relevant line manager. Autism SA can provide you with our Grievance Policy and Feedback and Complaint Forms. Further information is available on the Autism SA website or the Autism SA Info Line 1300 AUTISM (1300 288 476).