

Your rights

You have a right to

Access	<ul style="list-style-type: none"> • services and care that meet your needs
Safety	<ul style="list-style-type: none"> • receive safe and high-quality services and care • be cared for in an environment that makes you feel safe
Respect	<ul style="list-style-type: none"> • be treated as an individual, and with dignity and respect • have your culture, identity, beliefs, and choices recognised and respected
Partnership	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • have your personal privacy respected • have information about you kept secure and confidential
Give feedback	<ul style="list-style-type: none"> • 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

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
- 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)

Cancellations for any non-SIL supports included in this Service Agreement

When a scheduled non-SIL 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 non-SIL support 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 non-SIL support within a reasonable time, or do not present at the agreed place within a reasonable time when Autism SA staff are travelling to deliver the support; or
- Have given less than two (2) clear days' notice for a non-SIL support. The reference to 'clear days' means complete days that does not include the day the period begins and the day of the event. So, the seven days does not include the day the client gives notice and the day the service is to be delivered.

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.

Planned exits from SIL supports (SIL clients only)

Where a client wishes to permanently exit a SIL arrangement, a minimum of 60 days' written notice is required. If the client exits before the end of this notice period, Autism SA is entitled to claim SIL supports at the weekly rate in the client's NDIS Plan for the remainder of the notice period.

Unplanned exits from SIL supports (SIL clients only)

Where a client exits an accommodation permanently where there is an irretrievable breakdown of supports/relationship which requires an immediate exit due to the client's health and safety, or that of others, is critically compromised, Autism SA will claim this support weekly, at the specified weekly rate in the client's NDIS Plan, subject to the following conditions:

- This Service Agreement records the details of the required notice periods for any intention by Autism SA to claim for unplanned exit for any intention to claim for unplanned exit AND if you/the Client provides notice to exit and then exists the SIL arrangement early, then only the remaining period of the notice period can be claimed during the planned noticed period.
- Autism SA will claim for 28 days or 4 weekly claims during a plan period.

Claiming for irregular SIL Supports (SIL clients only)

Irregular SIL Supports are intermittent or unplanned events that disrupt supports initially planned for in the SIL Plan budget. Examples of situations where Irregular SIL Supports would be required include a client falling ill or the cancellation of a day program, so that a client is in their home and requires SIL supports for a period that was not initially planned and rostered for. Autism SA will claim for SIL Irregular supports in accordance with the NDIS Pricing Arrangements and Price Limits.

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. However, if you stop attending an agreed program of support but do not provide notice, Autism SA may continue to claim for a total of four (4) consecutive weeks from when you stopped attending as this is considered an unplanned exit.

Payments

Establishment fee for personal care/community access: Autism SA may charge you an establishment fee as stated in our Schedule or Rates, as applicable. The establishment fee covers one-off costs for Autism SA to establish the Client's service arrangements and assist in implementing the NDIS Plan.

- Shortfalls: Where funding is not available or becomes unavailable, and Autism SA has provided supports to you/the Client in accordance with this Service Agreement, the parties agree to work together to reach an agreement in relation to repayment of the outstanding amount.
- 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 (Non-SIL Clients)

- If you, or Autism SA, need to change your services or the way they are delivered, we will discuss and agree the changes together. Agreed service changes under this Service Agreement will be formalised 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 each other with 14 days' notice in writing.

Changing or ending this Service Agreement (SIL clients only)

- If you, or Autism SA, need to change your services or the way they are delivered, we will discuss and agree the changes together. Agreed service changes under this Service Agreement will be formalised 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 each other with 60 days' notice in writing.

Feedback, complaints and disputes

We value what you, and the people that care about you, think about Autism SA.

If you have a concern about your supports or services, it is important that you talk about it. You have the right to speak up and share your feelings on any of the services or supports you receive from us. We know that sometimes it is hard to provide bad feedback, but it helps us to understand what is important to you and helps us to improve so we are better for you and other people we support.

We also like to hear from you if you think we are doing a good job or if you have an idea on how we can do something better.

There are a few ways you can provide feedback.

- You can complete the online feedback form <https://autismsa.org.au/feedback-complaints/>
- You can talk to any of our staff in person
- You can call us on 8379 6976
- You can email us at feedback@autismsa.org.au
- You can write to us at:

Autism SA Complaints and Feedback

PO Box 556,
Melrose Park, DC SA, 5039

Emergency and disaster support

We are committed to ensuring the safety and well-being of our clients in the event of an emergency or disaster.

As part of our service commitment, we will provide all necessary supports in the event of an emergency or disaster, ensuring continuity of care. This includes, but is not limited to

- established emergency and disaster plans for each of our services
- contingency plans for extreme weather events
- business continuity plans
- communication protocols
- continuation of essential services.

Our clients, their families and relevant authorities are at the centre of planning and implementation of disaster preparedness. We ensure our clients appropriate access to health care services during personal emergencies.