



Customer Service Agreement Schedule 1: Terms and Conditions

Terms and Conditions

Introduction

The Service Agreement is made according to the rules and the goals of the National Disability Insurance Scheme (NDIS).

The participant and the service provider agree that the Agreement is in line with the Terms of Business of the NDIS. The Terms of Business establish protocols and processes that are binding for a registered provider of supports in the National Disability Insurance Scheme.

Scheme Objectives

The purpose of the NDIS is to:

- Support people with disability to pursue their goals and maximise their independence and social and economic participation.
- Develop the capacity of people with disability to participate in the community and in employment.
- Build a sustainable scheme that is based on insurance principles.
- As a service provider, My Ability Pathway Pty Ltd (MAP) agrees to uphold the objectives of the NDIS Act and work with participants to achieve individual outcomes.
- Processes and practices are in place that respect and protect the personal privacy and dignity of each participant.
- Our person-centred supports ensure that each participant accesses supports that promote, uphold, and respect their legal and human rights and is enabled to exercise informed choice and control. The provision of supports promotes, upholds, and respects individual rights to freedom of expression, self-determination, and decision-making.

What is expected of you?

You are required to advise us if there is a change to your NDIS plan that may affect this agreement or if you cease to be a participant of the NDIS.

You need to advise us in writing with fourteen (14) days' notice should you wish to change, cancel any part, or terminate the agreement.

Our promise to you

We will act in good faith and in the interests of you, the participant.

When delivering supports or conducting a business in relation to the delivery of supports, MAP will comply with each of the following:

- The NDIS Act, the Rules, all relevant NDIS guidelines, and all policies issued by the NDIA (as in force from time to time),
- Our Service Charter, and
- Any Commonwealth, State or Territory laws, and any other requirements, that are applicable to the Service Provider, including, but not limited to the Privacy Act 1988 (Cth), the Australian Consumer Law, and any relevant quality and safeguard laws, including Quality Assurance and Safeguards Working Arrangements and the Guide to Suitability.

Emergency and Disaster Management, and Crisis Support

MAP does not provide crisis support. If you require crisis support, you should contact your local GP, hospital, or mental health crisis team. Alternatively, you can contact Lifeline on 13 11 14.

In the case of emergency, call 000.

MAP will create an Individual Emergency Management Plan to enable continuity of supports that are critical to the safety, health and wellbeing of each client before, during and after an emergency or disaster.

Payments and Pricing

The Terms and Conditions are consistent with the NDIS's 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.

We adhere to the "NDIS Pricing Arrangements & Price Limits" or any other Agency pricing arrangements and guidelines as in force from time to time.

We will invoice for services on a weekly claiming cycle once the support has been delivered or provided to the participant.

All invoices, including self-managed, are strictly seven (7) days payment terms. Non-payment may result in service cancellation.

Fees and Pricing

- **Rounding.** Due to limitations in the NDIS portal, any unit calculations may be rounded to 2 decimal places.
- **Regional and remote price loading.** Services delivered within remote or very remote areas will incur a price premium as applied by the NDIS.
- **Establishment fees for personal care/community access.** MAP may charge an establishment fee as permitted by the NDIS Pricing Arrangements & Price Limits. The establishment fee covers one-off costs for MAP to establish service arrangements and assist in implementing the NDIS Plan.
- **Shadow shifts.** Where the participant requires shadow shifts to assist with the introduction of new workers, and this is supported by the participant, MAP may claim for up to six (6) hours of week-day support per year.
- **Additional health supports.** If the participant becomes unwell or in any case requires additional health services or supports whilst in the care of MAP, MAP or its representative in the best interests of the participant will seek additional medical support for the participant. The participant agrees to pay the costs incurred for such medical support (e.g. ambulance costs).
- **Property damage.** Damage to MAP property by the participant will be charged directly to the participant.
- **Non-face-to-face supports.** MAP can only claim from you for the non-face-to-face services in line with the conditions set out in the NDIS Pricing Arrangements & Price Limits.

- **Review.** The Fees for the Services, NDIS Pricing Arrangements & Price Limits are subject to review and adjustment as appropriate in accordance with the changes made from time to time by the NDIS and in accordance as published on the NDIS website. In circumstances where fees are not covered by the participant's NDIS Plan then MAP may make changes to these fees at its discretion. MAP will notify the participant of any changes to the fees by providing advice via your preferred contact details.
- **Out of scope services.** Any additional services that do not fall within the scope of the services listed in the Service Agreement are the participant's responsibility to arrange and pay for. MAP will provide information regarding fees associated with any additional services prior to such amounts being incurred.

Short Notice Cancellations

MAP can claim 100% of the agreed fee associated with the service from the participant's plan, subject to the NDIS Pricing Arrangements & Price Limits and the terms of the Service Agreement if a cancellation is short notice.

A cancellation is a short notice cancellation if the participant:

- does not show up for a scheduled support within a reasonable time, or is not present at the agreed place and within a reasonable time when the provider is travelling to deliver the support; or
- has given less than required number of days' notice for the relevant support as stated in the NDIA Pricing Arrangements.

A shift that is cancelled cannot be replaced with another service provider, as that would breach the terms of the Service Agreement.

How to make changes

Contact MAP to make changes to your Service Agreement. We ask that you submit the proposed changes in writing, allowing a fourteen (14) day review period. MAP and the participant must agree on these changes, and actively sign a new Service Agreement

MAP Team Members and Independent Contractors

MAP provide staff with training, structures and processes to ensure they can provide services to our clients in a safe and supported environment. Trusting relationships are likely to occur and are the result of the commitment by MAP to have a strong, skilled and trained workforce.

Our team members are our most valuable assets, and their function of service delivery is the intellectual property of MAP. We value your privacy and that of our team.

Approval to directly contact a team member can be negotiated in discussion with the Director of My Ability Pathway, Barbara Lightburn by emailing ndis@myabilitypathway.org or contact 0499 339 093.

You will be provided with a primary contact person as your first contact for support. At times this person may be unavailable due to leave or illness, during such periods other members within our team may provide your supports. We will endeavour to provide you notice of any such changes; however, this may not always be possible.

Primary contacts will be available during designated business hours via a phone number and email provided to you.

Force majeure

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms and Conditions, for failure to observe or perform any of our obligations under these Terms and Conditions for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These causes include acts of God, acts of nature, acts or omissions of government or their agencies, strikes or other industrial action, labour shortages, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties.

Ending the Agreement

Fourteen (14) days written notice is required should you wish to cancel our services. Should MAP cease services, we will also give fourteen (14) days' written notice.

Labour Costs (Time)

Where MAP claims for travel time in respect of a support then the maximum amount of travel time that they can claim for the time spent travelling to each participant (for each eligible worker) is aligned with the MMM category of the participant and the NDIS Pricing Arrangements and Price Limits 2022-23.

Non-Labour Costs

If MAP incurs costs, in addition to the cost of a worker's time, when travelling to deliver face-to-face supports to a participant (such as road tolls, parking fees and the running costs of the vehicle), we may negotiate with you to make a reasonable contribution towards these costs. The NDIA considers that the following would be reasonable contributions:

- up to \$1.00 a kilometre for a vehicle that is not modified for accessibility.

Feedback, Complaints and Incident Management

People with disability have the right to complain about the services they receive. Most NDIS providers do their best to provide quality supports and services to people with disability, but issues can occur.

If you have a concern about your current NDIS supports or services, it is important that you talk about it.

Complaints are important—they can help providers understand what is important to people with disability and improve the quality of services they provide, so your complaint can help other people too.

If you feel comfortable, you are encouraged to raise your concern or complaint with your provider first, as this is often the best way to have your issue resolved quickly. All registered NDIS providers must have a complaints management and resolution system in place.

If the provider is unable to resolve your concern or complaint, then you should seek further support.

You may seek support from family, a friend, or an independent advocate in making a complaint.

What to do if there is a problem

Please call MAP if you have any concerns or questions.

If you wish to make a complaint or provide feedback, please contact MAP using the following contact details:

Email: ndis@myabilitypathway.org

Telephone: 0499 339 093

A complaint can be made to the NDIS Commission by:

- Phoning: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged.
- National Relay Service and ask for 1800 035 544.
- Completing a complaint contact form.

The NDIS Commission can take complaints from anyone about:

- NDIS services or supports that were not provided in a safe and respectful way.
 - NDIS services and supports that were not delivered to an appropriate standard.
 - how a NDIS provider has managed a complaint about services or supports provided to a NDIS participant.
-