

Life Without Barriers

NDIS Funded Supports: Standard Terms and Conditions

Effective (insert Date of Implementation)

ABN: 15 101 252 171

You are encouraged to read these terms and conditions with an authorised representative, family member, friend, or advocate and to raise any concerns or issues you may have with your LWB representative.

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1. Introduction

Life Without Barriers (LWB) is a registered **NDIS (National Disability Insurance Scheme)** Provider.

The NDIS is a scheme that aims to:

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

This document contains terms and conditions which will apply when you enter into a Service Agreement with LWB for the provision of NDIS funded supports such as:

- | | |
|---|--|
| › Supported Independent Living | › Individualised Living Options |
| › Support Coordination | › Recovery Coaching |
| › Behaviour Intervention Support | › Lifestyle Supports |
| › Health, Therapy and Wellbeing | › Short Term Accommodation and Assistance |

Your support-specific service agreement with LWB will set out the supports to be provided to you and contains further terms and special conditions which are relevant to the type of supports being provided.

These terms and conditions (**'Standard Terms and Conditions'**), including the Consent to Collect and Share Information Form, apply to each support-specific service agreement you enter into with LWB, and should be read together. Collectively, they form your agreement with LWB (**'Services Agreement'**).

To the extent of any inconsistency, the following will apply in order of precedence:

- Special Conditions
- support-specific service agreement
- Standard Terms and Conditions. This includes a Consent to Collect and Share Information form.

2. Respectful Management of your Personal Information

LWB understands that under the law you have the right to privacy, dignity and confidentiality. When handling your personal information, LWB complies with the requirements of the *National Disability Insurance Scheme Act 2013 ('NDIS Act')*, *the Privacy Act 1988 (Cth)* and the Australian Privacy Principles as well as state and territory privacy laws.

LWB collects and stores certain personal information to assist in providing your supports.

LWB will ask you or your Authorised Decision Maker to complete and sign a **Consent to Collect and Share Information Form**. This consent document forms part of these Standard Terms and Conditions. It sets out how we may collect, use, disclose and store your personal and health information and is essential for LWB to understand and give effect to your choices about how we manage your personal information. It also provides information on how you can access and amend your personal information, and links to our Privacy Policy.

In asking for personal information and seeking consent to share information, LWB will respect your rights to decision making and work with you to understand your support requirements.

More information about the way LWB handles information can be obtained by contacting LWB by email at yourlwb@lwb.org.au.

3. Authorised Decision Maker

You have the right to have support from your nominated Authorised Decision Maker. This may be a family member, a friend or a formal advocate or guardian that has been appointed. The person nominated to support you may be required to assist in a variety of situations including the ongoing coordination and management of your care, establishing or reviewing agreements, negotiating fees, advocating on your behalf, and presenting any feedback including a complaint.

If you need support but do not have anyone who can represent you, you can find an advocate through the Disability Advocacy Finder (<https://disabilityadvocacyfinder.dss.gov.au>). The Disability Advocacy Finder has been developed to assist people with disabilities, carers, and their families, to search for Commonwealth and state and territory government funded disability advocacy agencies.

4. Responsibilities

4.1 LWB Responsibilities: Our Commitment to You

- a) Deliver services and supports under your NDIS plan and in accordance with relevant laws including the NDIS Act.
- b) Provide you with information about the supports LWB can provide and work with you to design your supports that meet your needs and respect your culture.
- c) Treat you with courtesy, dignity, and respect, and communicate with you openly and honestly.
- d) Wherever possible, match our staff to your specific needs and preferences and keep you informed of any necessary staff changes.
- e) Train our staff about your specific needs and preferences, and regarding your preferred method of communication.
- f) Support our staff to identify and respond to any risks associated with your support.
- g) Regularly review the provision of your supports, including when a change of circumstances occurs.
- h) Empower and assist you to ensure your money and property are secure and available to be used as you choose.
- i) Uphold your right to access your support environment freely, unless a limitation is in accordance with an approved Behaviour Support Plan (which includes a Restrictive Practice) relating to you. There may be times when another client receiving supports from LWB has a restrictive practice in place that could impact others. Where this occurs, we will strive to ensure that the impact on you is minimised.
- j) Keep records in relation to the supports we provide to you.
- k) Protect your privacy and information in accordance with our Privacy Policy, available on our website, detailed above at clause 2.
- l) Listen to your feedback and resolve your concerns quickly.

- m) Inform you about our complaints process and help you find independent support and/or advocacy if you need it.
- n) Maintain appropriate insurances.

4.2 Your Responsibilities

We would also ask that Authorised Decision Makers and family members comply with these responsibilities.

- a) Comply with the terms of your Services Agreement.
- b) Work with LWB to ensure that the services and supports delivered to you meet your needs.
- c) Treat our staff with courtesy and respect.
- d) Raise any concerns you have about the services or supports being provided by LWB with your LWB representative as soon as possible.
- e) If we provide supports to you at home:
 - f) Ensure your home is safe for LWB staff;
 - g) Allow LWB staff safe and reasonable access to your home at the time agreed.
 - h) Advise LWB if you do not require support because you have planned holidays or other absences.
- i) Let us know immediately if your NDIA plan is changed or suspended, if you stop being an NDIS participant or if your support needs change.
- j) Give LWB reasonable notice if you wish to end your services agreement (detailed in clause 7 below).
- k) Pay for any agreed additional services or fees that are not funded through your NDIS plan.
- l) Where LWB provides support to you to access and spend your money, tell us if you have any concerns immediately.
- m) Work with LWB to ensure the safety and wellbeing of our staff while they are supporting you. This will include allowing safe and reasonable access to your property or at a relevant location and not smoking near our personnel. If you are providing a copy of your plan to LWB, ensure that all plans, documentation, and information are relevant and current so that LWB staff can safely support you.
- n) Respect the privacy and confidentiality of LWB staff and clients. For example, if using social media, do not use the personal information or images of clients or staff without their explicit consent.

5. Consent to Create a Service Booking

If your NDIS plan is managed by the NDIA, a “Service Booking” is required in the NDIA portal, “myplace”, to confirm the types of services which will be provided to you and the allocated funding for each part of your service. When you enter into a Service Agreement with LWB you, your Authorised Decision Maker and/or your Plan Nominees, agree to LWB creating a Service Booking for your NDIS support plan in “myplace” on your behalf.

Your agreed terms of payment will be identified in your support-specific services agreement and will state whether your NDIS supports are NDIA-Managed, Plan-Managed, Self-Managed or a combination of these payment methods.

6. Starting off with LWB

When starting with LWB, if your agreed supports are 20 hours or more per month for three or more months in a row, and are within NDIS Registration Groups 104, 107, 125 and 136, LWB will charge you an Establishment Fee against the relevant Support Line item.

7. Reviewing or Ending your Services Agreement

7.1 Reviewing your Services Agreement

LWB will deliver your supports in accordance with your NDIS plan however, by mutual agreement, times and activities may be adjusted to meet your changing needs as long as no extra costs are incurred by LWB in doing so.

LWB will conduct a review of your support-specific services agreement and the supports we provide to you at least four (4) weeks before your NDIS Plan review date or earlier:

- If you request a change to your supports or there is a change in your needs;
- If changes to the type and frequency of your supports occur on a regular basis;
- If initiated by the NDIA or as part of its review of your NDIS Plan.

As a result of the review, LWB will assess whether:

- The supports requested are covered by your NDIS plan;
- It is able to provide the varied or new supports

and discuss any proposed change with you.

LWB will endeavour to maintain your scheduled service delivery, though we may suggest changes if this is not possible.

7.2 Changing your Agreement

If there is a change to the law, such as a change to the NDIS Pricing Arrangements and Price Limits, we will give you reasonable notice of any change in our fees or mandatory changes that affect your Services Agreement. If you do not agree with the change to the fees, you may terminate your Services Agreement by providing notice to us. Otherwise, the new fees will apply to supports provided by LWB after the notice period. We may also change your Services Agreement by giving you notice where:

- We are required to by law; or
- The change is reasonably necessary to protect our legitimate interests and it will not cause detriment to you.

Otherwise, any changes to your Services Agreement must be agreed to by both you and LWB.

7.3 Ending your Services Agreement

If LWB, or you or your Authorised Decision Maker or Plan Nominee wish to end your Services Agreement, then LWB or you must give a minimum of 14 days' prior written notice.

If you are receiving Supported Independent Living from LWB we would appreciate as much notice as possible if you are exiting the service.

In the unlikely event LWB is unable to guarantee the safety of our staff or other clients, LWB reserves the right to withdraw your support(s) immediately and without prior notice.

8. Cancellation / No shows Without Agreed Notice

We know that things can change, and if you need to cancel your supports from LWB at any time, you agree to give us as much prior notice as possible. If you do not require any support, we would appreciate a minimum of seven (7) days' notice to allow us to adjust our staffing.

Where your support requires minor changes, please provide LWB with reasonable notice so that adjustments can be made.

A cancellation is a short notice cancellation (no show) if:

- a) You do not show up for a scheduled support within a reasonable time, or are not present at the agreed place and within a reasonable time when LWB is travelling to deliver support; or
- b) You provide less than seven (7) clear days' notice for a support.

Where you cancel on short notice, we may claim the cost of the support if we were not able to find alternative billable work for the relevant worker and if we are required to pay the worker for the time that would have been spent providing the support.

9. Terms of Payment

LWB will claim payments as outlined in your support-specific services agreement and no later than 90 days from the date that a support has been delivered.

If you disagree with a claim or an invoice that LWB has made against your NDIS plan funding, please do not hesitate to contact your LWB representative.

Please let your LWB representative know immediately if you:

- a) change the way in which you manage your NDIS funding (for example, if you change from NDIS Managed to Self-Managed or Plan Managed funding); or
- b) change your Plan Manager.

10. Scope of our skills

There are some supports that LWB is not able to provide. This may be because we have assessed it as being unsafe, outside the scope of our capacities, or outside your NDIS Plan. LWB may also be unable to provide a requested support if it is unavailable, or we are unable to secure a suitable provider.

11. Temporary Transformation Payment

From 1 July 2019, providers who deliver personal care support and community and centre-based activities have access to a higher support price limit through a Temporary Transformation Payment ('TTP'). The TTP is designed to assist service providers with the costs associated with transitioning to the NDIS. LWB meets the conditions set by the NDIA and will therefore be utilising the TTP support items' (price limits) funds where applicable.

12. Transport and Travel Costs

Where LWB agrees to provide transport supports to you or agrees to travel to your location to deliver supports, we may charge for those supports and/or our staff's travel time in accordance with the NDIS Pricing Arrangements and Price Limits. We will set out the costs in your support-specific services agreement.

LWB's travel costs may include up to a maximum of 30 minutes of staff travel time per worker (or more for some regional and remote locations) as well as a reasonable contribution to vehicle running costs for each instance of support delivery. These costs will be apportioned between participants if supports are being provided to more than one participant in the same region. We will discuss with you how these costs are apportioned with the cost reflected in your Support Budget Estimate and why it represents the best use of your funds.

If two or more participants are being transported together, transport costs will be apportioned between the participants. We will discuss with you how these costs are apportioned and why it represents the best use of your funds.

LWB will also require you to pay for any additional costs, such as road tolls, parking fees or public transport fees.

13. Shadow Shifts

Provisions for Shadow Shifts ('buddying' of a new worker with an experienced worker) may be considered if your individual supports are complex. For example, you may have behaviour support needs, specific medical needs or procedures or communication limitations. In these circumstances, LWB will claim 6 hours of weekday support per year against your support items.

14. Non-Face-to-Face Activities

In agreement with you, LWB can charge for specific "Non-Face-to-Face" activities that are part of delivering your supports. For example, writing reports for co-workers and other providers about your progress with skill development. LWB can charge for these activities against the relevant Support Item and in accordance with the hourly rate for Non-Face-to-Face activities as set by the NDIS Pricing Arrangements and Price Limits. We will tell you the relevant rates or fee for the Non-Face-to-Face activity at the time this may be required and explain why this activity will be valuable for you.

15. NDIA Report Writing

LWB may be required by the NDIA to provide “progress reports” to you or the NDIA for NDIS-funded supports such as Therapy, Support Coordination and some Capacity Building Supports. For example, a report may be required at the commencement of a plan that outlines plan objectives and goals, at plan review to measure functional outcomes against your goals, or to make recommendations for your ongoing support needs. As appropriate, LWB will complete these reports and charge in accordance with the NDIS Pricing Arrangements and Price Limits at the appropriate hourly rate for the relevant support item. We will tell you the relevant hourly rate at the time the report is required.

16. Telehealth Services

With your agreement and where appropriate, telehealth can be used to deliver direct supports. In the appropriate circumstances, we will discuss with you whether our support services could be delivered to you via a telehealth service rather than in person and explain why using the telehealth service would be of value to you. We will charge for this activity in accordance with the relevant support item and tell you about the fee at the time.

17. Emergency and Disaster Management

LWB understands your safety is of paramount importance. LWB has established emergency and disaster plans for each of our services. In the event of an emergency or disaster (examples such as fire, flood, or pandemic):

- where we deliver SIL services for our clients, we have site-based disaster contingency plans in place for extreme weather events. These site-based plans are supported by Personal Emergency Evacuation Plans where required, such as for clients using wheelchairs and other equipment.
- Our COVID response unit oversees a range of other measures and procedures to manage COVID related risks and positive cases, including but not limited to training, PPE, hygiene, and infection controls.
- We follow our hygiene, cleaning and infection control procedures when providing supports. Additionally, if an emergency or disaster eventuates while delivering supports to a client our response may include contacting emergency services, providing first aid, enacting a personal evacuation plan or an individual client support plan as agreed to between you and LWB, and as relevant to the type of supports provided.

Please contact your LWB representative if you would like further details of our Emergency and Disaster Management Plans relating to your individual service.

18. Conflict of Interest

LWB will act in your best interests to ensure you are informed, empowered and able to maximise your choice and control. LWB has processes in place to manage any actual or perceived conflict of interest and to ensure all participants are treated equally. Those processes are outlined in LWB’s Policies and Procedures regarding Conflict of Interest and are in line with the NDIS’ Terms of

Business for Registered Providers. More information regarding LWB Policies and Procedures can be provided on request.

If LWB provides only Support Coordination to you, you do not have to choose LWB for the delivery of other disability supports.

19. Goods and Services Tax (GST)

Most supports provided under this Services Agreement are GST exempt, and where they are not these prices are inclusive of GST.

For the purposes of GST legislation, we confirm that:

- a) a supply of supports under this Services 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 NDIS Act in the participant's NDIS plan currently in effect under section 37 of the NDIS Act;
- b) the participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- c) the participant or their representative will immediately notify LWB if their NDIS plan is replaced by a new plan or the person stops being a participant in the NDIS.

20. Feedback, Queries, Complaints and Disputes

For any general queries about LWB or what LWB offers, please email yourlwb@lwb.org.au.

LWB welcomes feedback and we encourage our clients to share their ideas. We will actively seek your feedback about how we are going with the services and supports we provide to you. You can raise any issue with the staff who are providing your day-to-day support.

If you wish to give feedback or make a complaint and you would rather talk to someone from LWB **who is not involved in your day-to-day supports**, please contact our LWB Complaints Officer:

Phone: 1800 721 226

Email: info@lwb.org.au

Post: PO Box 2226, Dangar NSW AUSTRALIA 2303

An online complaint can be made at:

<https://www.lwb.org.au/contact-us-2/contact-us/>

If your complaint/dispute remains unresolved and is of a serious nature, you can contact the NDIS Commission on 1800 0035 544, or alternatively contact the complaints / advocacy / ombudsman service in your local State or Territory.

ACT: Disability, Aged and Carer Advocacy Service Inc (02) 6242 5060

NSW: Intellectual Disability Rights Service (02) 9318 0144, Multicultural Disability Advocacy Association of NSW (02) 6891 6400 or 1800 629 072

NT: Ombudsman for the Northern Territory (08) 8999 1818

QLD: Qld Aged and Disability Advocacy Inc. (07) 3637 6000

SA: Citizen Advocacy South Australia Inc (08) 8410 6644, Disability Advocacy and Complaints Service (08) 8297 3500

TAS: Speakout 0362312344, Advocacy Tasmania 1800 005131

VIC: Disability Advocacy Resource Unit (03) 9639 5807

WA: Citizen Advocacy Perth West Inc (08) 9322 5999, Ethnic Disability Advocacy Centre (08) 9388 7455