



Ablecare

Participant Handbook

Service and Business Terms





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Our Background

Ablecare Pty Ltd was established in 1996 to provide quality, flexible disability and care support for children and adults with special needs throughout their life. We are a licensed and NDIS Care Provider and strive to exceed the quality standards of our industry.

The Ablecare Foundation is a not for profit registered charity is supported by Ablecare who provides support for people with a disability who are in need. www.ablecare.org

Our Mission

To provide support to people with a disability who are in need.

To be a leading service in the provision of educational, health, therapeutic and holistic support and care.

To improve the health and social welfare of the community.

Our Vision

Every child and adult will receive the support they require to allow them to reach their highest level of human potential through learning, care and experiencing and exploring our world and its environments.

Our Values

What we believe:

- in truth, the nature of reality and the potential of the mind by abandoning negative, unskillful actions and desires this will lead to personal fulfilment and happiness
- in the value of life
- success is not measured by greatness, but by the improvement given to a person or the world
- in the value and worth of all members of the Ablecare family
- quality is achieved through continuous improvement



Our Goals

- We will maintain accreditation against quality standards and licensing requirements
- We will proactively manage complaints and develop customer loyalty through quality service with a continuous improvement framework
- Our workforce shall be adaptable, flexible, resilient and capable
- We shall be creative in our models of support to meet the goals of our clients
- We will provide the following service types:
 - Provision of services to people with a disability who are in need.
 - Improving the health and social welfare of the community
- We will provide support to children, youth, adults with a disability who are in need in a sustainable manner.

Our Office Locations and Local Contact Details

Central Contacts and Services (All NDIS Regions)

Referrals

- Phone : 38178700
- Email : reception@ablecare.com.au



Brisbane

121 Scanlan Road , Mitchelton, Queensland
Postal Address – PO Box 81, Arana Hills QLD 4054
Phone – (07) 3355 0309
General Email – reception@ablecare.com.au
www.ideas4ndis.org

Strathpine

401 Gympie Road, Strathpine, Queensland
Postal Address – PO Box 81, Arana Hills QLD 4054
Phone – (07) 3817 8700 or 1300 147 583
General Email – care@ablecare.com.au
www.ideas4ndis.org

Maroochydore

6 Blanck Street, Maroochydore, Queensland
Postal Address – PO Box 81, Arana Hills QLD 4054
Phone – (07) 3479 4515
General Email – care@ablecare.com.au
www.ideas4ndis.org



Participant's Rights and Responsibilities

It is important to Ablecare that a Participant/Participant's Representative understands their obligations and the opportunities available to them.

Ablecare acknowledges the following Participant/Participant's Representative rights:

1. The right to ask questions
2. The right to have a friend, family member or an advocate for support when dealing with Ablecare
3. The right to information on policies and procedures relevant to the Participant's support
4. The right to make complaints and provide feedback about the services and support received
5. The right to partake in the development of the service, Participants/Participant's Representatives are invited to do this through formal and informal processes
6. The right to view and access the personal information held by the service to confirm accuracy
7. The right to review your plan at any time.

Ablecare also acknowledge that Participants/Participant's Representatives have a number of responsibilities:

1. The responsibility to treat employees, managers and other people associated with Ablecare fairly and with respect
2. The responsibility to make your concerns or complaints known to Ablecare so that we can address your issues and concerns in a timely manner
3. The responsibility to advise Ablecare if your information or needs change and ensure your service plan and the information we have is current
4. The responsibility to facilitate and ensure NDIS payment for approved services that have been delivered



Supporting you to coordinate your plan and services :

To help you to direct and manage your plan and services there are a number of ways that this can be achieved and we are happy to discuss these with you.

1. Support to develop and review care plans and review of care plans every 12 months or sooner as required either in person or by phone.
2. Development of shift duties related to your support and care
3. Participating in surveys that are sent to you or you can provide feedback and input about staff performance and training needs at a local or service level either by requesting a meeting or by phoning us.
4. You can raise issues anonymously either through
 - Website feedback
 - Feedback to PO BOX 81, Arana Hills
 - By telephone to our central office
5. From time to time we will hold local forums conducted at our centre or office base to give you an opportunity to suggest new service models or options that would benefit the wider community – varying and flexible dates
6. You can participate in staff selection and recruitment processes for staff providing direct care for personal needs by providing a profile of preferred care staff and we also provide specific recruitment services (please note additional Human Resources fees may be required for this service type).
7. Phone surveys are conducted from time to time on a regular basis to request feedback from Participants/Participant's Representatives. This information is communicated directly to the Management Team.

Your participation and feedback is always valued.



Advocacy and Support Persons

Participants may choose to use an advocate or support person to assist them with a range of decisions including planning, communication and raising complaints. All advocates are expected to follow the *Code of Conduct for Advocates, Privacy and Confidentiality and participate in the complaints resolution process.*

Ablecare has extensive experience in advocating for people with a disability and their families and advocacy services and supports are available to our clients to assist with issues with other services or funding agencies. Please let us know if you require us to provide advocacy support to you at any stage of your engagement with us.

General Guidelines for Advocacy

- Ablecare has a firm position that it will not engage with advocates who do not behave in a professional manner and does not tolerate unreasonable complainant conduct by advocates which is disruptive and not conducive to a positive outcome for the person receiving supports.
- Ablecare recognises the right of the Participant to live the lifestyle of his or her choosing, subject to an appropriate Risk Assessment of the Participant.
- Ablecare recognises the importance of an advocate for Participants whose mental or intellectual impairment may prevent them from handling their own affairs and making informed decisions.
- The role of the advocate does not extend to conducting investigations or unannounced visits to shared service locations or client homes.

An Advocate may be:

- A carer associated with the organisation
- A relative, carer or family member
- Other outside appointees, including
 - local advocacy groups / agency services

The role of the advocate may include:

- Communicating the Participant's interests where the Participant is too confused, mentally/physically frail or sick to make informed choices or exercise their rights for themselves and this has been approved by the legal or informal guardian.
- Participating as a possible mediator in disputes between the Participant and the organization.
- for Participants from ethnic minority groups, to act as the coordinator between the Participant and care staff to explain any special cultural needs that need to be considered and respected within the Care Plan, possibly even to the extent of providing a translation service



Wherever possible, an advocate will be "matched", through personal choice or informed appointment, to a Participant with due consideration of gender, age, cultural and ethnic backgrounds, religion and personal interests. Where an advocate is appointed, appropriate notes are made in the Participant's Care Plan. The advocate may become involved in the development of the Participant's Care Plan where it is appropriate.

Fees and Payments

Fees payable are determined by the service or program you are applying to access.

What we charge for NDIS Services will be the Current Published Fee Guidelines and terms of the National Disability Insurance Scheme at TTP rates.

Any changes that occur from time to time will automatically update your service agreement and the fee price for a service type will change on the date the NDIS approves a fee increase or change.

Please note, additional fees may be charged when circumstances arise that were not included or considered during the initial planning and quote stage of the invoicing procedure. A new quote will then be provided if service needs change.

Your plan may refer to fixed schedules (regular supports) and flexible supports.

Where you have not returned an agreement or quote and continue to engage and utilize the services of Ablecare, you agree that Ablecare will proceed on the basis that you have accepted the agreement and quote and are entitled to proceed in this manner.

Ablecare will seek payment for their provision of supports after completion of service.

- a) Where you have nominated the NDIA to manage the funding for supports provided under this Service Agreement, After providing those supports, the Provider will claim payment for those supports from the NDIA.**
- b) Where another organization or you are managing and paying for services payment terms are 7 days from invoice date.**



Payment Terms

The Participant/Participant's Representative agrees to pay Ablecare's invoice for NDIS services within seven (7) days from the date of the invoice, unless otherwise negotiated in advance and confirmed in writing between Ablecare and the Participant.

Please refer to Ablecare's Invoice for payment methods and details. The bank account details are on the invoice.

If payment is not made within the Payment Terms, Ablecare will use reasonable endeavours to contact the Participant/Participant's Representative for payment.

In the event that Ablecare cannot contact the Participant/Participant's Representative or payment is not made within the Payment Terms Ablecare reserves the right to withhold the service or program and the use of its facilities until all outstanding payments are made.

Refund Policy

We acknowledge exceptional circumstances can take place and Ablecare may honour requests for refunds however consideration will be examined on a case by case basis with Ablecare reserving full discretion to make the determination whether a refund is appropriate.



Cancellation Policy

CANCELLATION OF SERVICE BY THE PARTICIPANT

All services may be terminated by the Participant/Participant's Representative at any time by giving the required service notice as described in the current service agreement terms and where applicable NDIS terms in writing to Ablecare.

Supported Independent Living and Specialist Disability Accommodation services require different notice periods. For individual support in a Department of Housing location a minimum of twelve weeks notice jointly agreed by all tenants. In an SDA Accommodation service you are required to utilize Ablecares Supported Accommodation for a minimum of two years following commencement of the NDIS agreement for SIL and SDA. different notice period may be allowed where mutually agreed or required by NDIS Guidelines.

CANCELLATION OF SERVICE BY ABLECARE

Ablecare may cancel service to the Participant if:

- The Participant's condition changes to the extent that they no longer require services or their needs can be met more appropriately by another service provider.
- The Participant has incurred an outstanding debt with Ablecare that exceeds sixty (30) days
- The Participant can no longer be cared for with the resources available to Ablecare
- The Participant gives the required notice in writing to Ablecare terminating their service. Ablecare in its discretion may waive the required notice period.
- Providing service or notice of cessation to the Participant presents an unreasonable risk to Ablecare Representatives
- The NDIS provides guidelines for the minimum notice periods that are required for Ablecare to cease service.

For any queries regarding payments, refunds or cancellations

Ablecare Plan and Contract Management : accounts@ablecare.com.au

Phone : Strathpine : (07) 3817 8700



Risk Assessment and Workplace Health and Safety

Ablecare maintains a structured approach to the management of health and safety so that we can achieve a consistently high standard of safety performance. In addition, Ablecare will strive to meet its obligations to ensure a safe environment for all workers and Participants/Participant's Representatives by compliance to all relevant Queensland work health and safety legislation and industry best practice.

Where support is to be provided in your home or a community location of your choice you will need to allow access to our workplace health and safety officer to conduct a site safety assessment and ensure that you have the following minimum items and compliance to ensure your safety and safety of staff:

In Your Home:

- Compliant Smoke Alarms
- Electrical Safety Switch (RCD)
- Pool Fencing (where appropriate)
- Evacuation plan and exit access
- First Aid Kit
- Home Fire Extinguisher/ Fire Blanket
- Animal – Pet Safety ie dogs, snakes
- Manual Handling and Lifting Equipment as relevant to tasks ie Laundry trolley, Hoist for lifting, Shower chair etc

Your care staff will assist you with information to ensure a safe environment in your home where needed. All care shall be taken to minimise risk or harm, injury or illness to Participants. Participants/Participant's Representative share the responsibility with Ablecare Representatives to ensure Ablecare is made aware of any risks associated with the service provided and to take steps to ensure that any risks are rectified and addressed.

This means that you have a responsibility to disclose to the organization hazards and risks that may relate to the provision of services in order that these can be assessed and a mitigation plan developed where appropriate.



Complaints Policy

Ablecare takes all complaints seriously and manages complaints in an accountable, transparent and meaningful way. When we visit or contact a Participant/Participant's Representative we will treat you with respect and dignity and make every effort to help you in an efficient and supportive way. If you do not feel that our staff are treating you with respect, or if you have any questions about their actions, you can make a complaint.

All complaints will be acknowledged and responded to within thirty (30) business days after receipt of the complaint either verbally or in writing.

HOW TO PROVIDE FEEDBACK OR MAKE A COMPLAINT

Stage 1 – Your local service outlet

Speak to the Local Support Staff and Manager about your complaint. If they are not able to resolve the issue or you are unhappy with the result or outcome you can ask for a review.

Stage 2 – Ask for a review

Ask to speak to the Complaints Manager by contacting our central office on 38178700 or emailing care@ablecare.com.au.

Your feedback is respected and will be handled confidentially. The complaints manager will discuss with you the complaint and review the outcome to aim to provide a solution and resolution in a timely manner. If this is not able to be achieved you can escalate your concern to the Central Complaints and Quality Review committee.

Stage 3 – Central Complaints and Quality Review

If your complaint is not resolved at Stage 2, you can request a further review. An allocated complaints assistant will assist. They will work with the Participant/Participant's Representative to review and provide closure to the matter.

The Ablecare Feedback brochure also provides information as to how you can provide feedback and complaints and the current contact details for external agencies such as the NDIA that may be able to assist you in resolving any matter. This brochure is provided to you with the engagement documentation and is available on the website.

You can also advise us in writing:

- a) Post Office Box 81, Arana Hills, 4054
- b) Email: care@ablecare.com.au



c) Phone: (07)3817 8700

What the Participant can expect from Ablecare during the feedback and complaints process :

Our staff are trained to:

- Discuss and record your complaint
- Report your complaint to the appropriate department where applicable including Child Safety, Adult Guardian, Disability Services or Queensland Police.
- Provide advice regarding policy and practices
- Assess and investigate your complaint
- Establish timeframes for addressing your complaint
- Recommend other resolution options if necessary

We expect that Ablecare be given the first opportunity to address any concerns and issues before the Participant/Participant's Representative contact any external agency.

While every attempt will be made to resolve any complaints that arise, sometimes a resolution cannot be reached. In this instance, if you are still not satisfied, contact the National Disability Insurance Agency or the Department Of Communities.

We ask that you are courteous and advise us that you are seeking additional help to resolve your complaint.

During the complaint resolution process you have the right to be supported by a friend, advocate, interpreter, community elder or other person as appropriate as outlined in the advocacy information.

You have the right to request an internal review if they are dissatisfied with determinations made by Ablecare and or the process by which the service has managed the complaint.

Allegations concerning the conduct of Ablecare staff will be managed in accordance with relevant NDIA guidelines and departmental human resource management policies. If criminal conduct or official misconduct is suspected, the matter will be referred to the NDIA or the Queensland Police Service, as appropriate by Ablecare.

Resolution of complaints will be attempted at the local level. However, if the complaint is not able to be resolved locally, it may be escalated to an external agency including but not limited to Queensland Police Service

- Crime and Misconduct Commission
- Queensland Ombudsman
- Office of the Adult Guardian
- Commission for Children and Young People and Child Guardian
- Health Quality and Complaints Commission



- Queensland Civil and Administration Tribunal
- National Disability Insurance Agency

Privacy and Confidentiality

It is important that Participants/Participant's Representatives understand how we maintain privacy and confidentiality of records and information. All information regarding the Participant/Participant's Representative is regarded as confidential. All information gathered during the provision of service will be private and confidential except when –

- It is subpoenaed or required by law or by a court
- Failure to disclose the information would place the Participant at risk
- The Participant/Participant's Representative has provided prior written consent to discuss private and confidential matters with an outside body

When a Participant commences service with Ablecare, they are requested to provide and or complete a series of client registration forms.

These forms and assessments contain a range of information that are used to provide support and service to you so that we can better understand your needs, choices and preferences.

When these forms are completed, the information is transferred to our Client Management System and a copy of these forms is scanned.

This is an individual file with restricted access. The system is a secure system with a number of security certificates required for any person to be able to access this information.

The staff of Ablecare involved in your support have access to this information.

Summary information that includes copies of important care plans are printed and kept in a hard copy folder at the place where you receive support.

If this is your own home you will need to ensure that a copy of this is available for care staff in an accessible location.

This allows staff access to the information if any electronic record is not accessible for any reason ie computer is broken or lack of internet.

In shared services (centre, respite or accommodation) a manual copy of your care plans is maintained. These folders are kept in a safe area to ensure that no unauthorised access can occur. This is usually in the office area controlled by pinlock or locked cabinets.



Throughout the year we conduct a range of formal and informal reviews of care and activity plans.

Information and copies of plans will be provided for your feedback and update. The Participant/Participant's Representative can request a meeting to review the plan and assessment information on file to ensure information is current and up to date. Ablecare does not provide printed copies of records. We encourage you to provide feedback and update your information on a regular basis.

Each year we will forward a range of update service engagement agreement forms (quotes/contract) and consent forms as required.

These need to be completed and returned. If the forms are not returned Ablecare will consider the last permission and authority form to be current and correct – unless the Participant/Participant's Representative has withdrawn permissions and authorities in writing.

The Participant/Participant's Representative has to give permission for quality auditors not to review file information. Government Staff may have legal rights to review file information without consent from the Participant/Participant's Representative as it is a legal obligation of Ablecare to provide information to approved authorities if requested.

Archived information is stored in a secure location with pinlock entry. This is kept for 8-15 years depending on the nature of the information. Information that is destroyed is done so by secure shredding/destruction with an authorised document destruction company.

During activities at service outlets, client photographs, artwork, samples of work, birthdays on calendars and names may be displayed as part of activity programmes. If the Participant/Participant's Representative does not want these items displayed Ablecare must be advised in writing.

We participate in a quality assurance programme and information relating to feedback, general activities and continuous improvement is provided on the website as a regular update or through newsletters.

From time to time we will hold community and client forums . These meetings are attended by stakeholders of the organisation and may include staff, consumers, family representatives and departmental staff. This quality improvement process allows us to have a culture of continuous improvement and enhance the service we provide to all service users.



If you ever need to raise a complaint about privacy or confidentiality issues you can do so through our feedback and complaints process

Code of Conduct and Practice

Ablecare has policies and management practices which maintain high professional standards in the marketing and delivery of services which safeguard the interests and welfare of the Participant/Participant's Representative.

The NDIA has a code of conduct for care staff and our employees are required to comply with this code of conduct.

If you become aware of an employee who is not acting in an acceptable manner we ask that you immediately bring this to our attention as we expect exemplary conduct and behavior from all employees.

Equal Opportunity

As an Equal Opportunity organisation, Ablecare and Ablecare Representatives will treat every Participant/Participant's Representative fairly and without discrimination.

Services will be offered to people regardless of cultural differences, including Aboriginal or Torres Strait Islanders and people from culturally and linguistically diverse backgrounds.

Ablecare will be professional and supportive at all times in their approaches to people from all community and cultural backgrounds.

It is also important that you recognize in Australia there are laws that prevent an organization discriminating against care staff and employees based on sex, ethnicity, where they live or other personal attributes such as weight, personal beauty, hair or eye colour.

This means that you need to work with us to recruit care staff that are well matched to your support needs within a non-discriminatory framework where this applies to your personal workers.

SPECIAL NOTE FOR PERSONAL STAFF TEAM PROVISION

We recognize that every person with a disability has the choice of who provides service to them, from time to time you may wish to ask or direct that a particular staff person not provide support or be removed from your care team.

While we make every endeavor to meet your preferences it is important that you recognize that there is a cost to recruitment and induction for your care staff and that the



NDIS allows for additional hours to be charged for new carer training and replacement.

This carer recruitment and training charge will be an automatic additional fee to any fixed fee engagement agreement and will be an additional charge at the standard fee rate in your service agreement where this has been a requirement.

Our Standard Terms and Conditions

The Terms and Conditions of this handbook and those on the quote form part of the service agreement for Participants in the National Disability Insurance Scheme (Participant), and is made between the person named on the service quote accepted by the participant and or an authorised representative.

A Service Agreement commences on the commencement date for an initial service for a period of 12 months unless otherwise stated in the engagement agreement and will then continue until ended under the terms of your agreement.

The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the Participant's National Disability Insurance Scheme (NDIS) Plan.

The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme which aims to:

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

Schedule of Supports

Ablecare agrees to provide the participant the supports as confirmed in

- a) The Service schedule / Quotation (s) provided to you and any amendments made in writing during the service agreement period.**

The supports and prices are set out in the Quotation provided to you and will be adjusted from time to time without notice when an NDIA price guideline is altered. All prices are GST inclusive (if applicable) and include the cost of providing those supports.

- c) Additional expenses not covered by the NDIS scheme may be provided by agreement and billed separately to you (i.e. things that are not included as part of a Participant's NDIS supports) and are the responsibility of the Participant / Participant's Representative and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.



Conditions and Responsibilities

Ablecare will make best endeavours to :

- Review the provision of supports at least every 6 months with the Participant; A review may be via electronic communication, phone or meeting.
- Maintain a Quality Audited System;
- Give a minimum of 24 hours' notice if Ablecare has to change a scheduled appointment to provide individual supports;
- Keep a record of supports provided;
- Issue regular invoices and statements of the supports delivered to you. Monthly statements are available through your Personal Ablecare Client Portal.
- Ensure confidentiality of this agreement

Your NDIS Responsibilities:

You (The Participant/ Participant's Representative) agrees to:

- inform Ablecare about how they wish the supports to be delivered to meet your needs;
- provide accurate information in relation to your needs and risks.
- talk to Ablecare if you have any concerns about the supports being provided;
- give Ablecare the required notice if you need to change a service booking or end the Service Agreement, and;
- let Ablecare know immediately if the Participant's NDIS Plan is suspended or replaced by a new NDIS Plan, or the Participant stops being a Participant in the NDIS.
- Allow access to Ablecare to make and confirm bookings in the NDIA bookings platform (PRODA) prior to scheduling service and or you will provide evidence of NDIA booking confirmation.
- Work with Ablecare to ensure the safety of staff employed to provide services by ensuring that your home environment, conduct and actions do not create a workplace health and safety concern.
- Ensure confidentiality of this agreement.

Changes to your Service Agreement

If changes to the supports or their delivery are required, the parties (You and Ablecare) agree to discuss and review the service Agreement.

The parties (You and Ablecare) agree that any changes to a Service Agreement, Quotation or Service Booking ie this Agreement will be confirmed in writing. Electronic Email communication records and Electronic signature will be accepted as confirmation.

In the event that you do not confirm a change in writing, the terms in the engagement agreement still apply in that, if an electronic confirmation or signed confirmation of change is not received and you continue to request service and we



provide such service that Ablecare will proceed and charge fees on the basis of the changed service agreement, quotation or service booking.

Changing or Ending this Agreement

Should either party (You or Ablecare) wish to change a Service Booking or this Service Agreement, they must give the required notice.

Where a compulsory NDIA service cancellation period is stated as part of the scheme then this shall apply to the applicable service otherwise twelve weeks notice is required as outlined in this handbook in an earlier section.

If you do not provide the required notice Ablecare will claim for the services that were scheduled at the rates determined by the NDIS or 100% of the fee where there are no guidelines.

Changing or Ending Bookings: Flexible/Periodic/ Casual Service Bookings

THIS SECTION DOES NOT APPLY TO SHORT TERM ACCOMMODATION, SHARED SERVICES, SUPPORTED INDEPENDENT LIVING OR SUPPORTED ACCOMMODATION SERVICE TYPES.

1. For confirmed service bookings a minimum of 5 business days notice is required. If a lesser amount of notice is required under compulsory NDIS guidelines this notice period would apply.
2. We will charge a cancellation fee in line with cancellation rates allowed under the NDIS Guidelines.

Other Service Types

1. For confirmed regular bookings for shared services a notice of 8 weeks is required for cancellation of service. Example a Group service.
2. For Accommodation Support Service Types (SILS/STA/SDA) a notice period of 12 weeks is required for cancellation of service.
3. Specialist Disability Accommodation may have additional terms and requirements which form an annexure to this agreement and quote(s) where applicable.

Where the NDIS guidelines specify for a service type the minimum notice period and it is compulsory and lower than the notice periods listed above, then this is the notice period you need to provide.

NDIA Rules and Guidelines

From time to time the NDIA will publish service guidelines as published on the official website. These automatically form part of this agreement.



Where an NDIA specified notice period required is higher or lower than that in standard terms and conditions and is compulsory. This will be the required notice period.

Further Service Periods. Where the service is able to charge for cancellation periods of additional services ie replacement staff training this shall also apply to the agreement.

Following an initial service agreement period the service agreement will automatically renew unless cancellation of the service agreement occurs in line with required notice periods.

Ablecare may choose in its sole discretion to reduce or waive any notice period or cancellation fee.

NDIA Feedback, Complaints and Disputes

1. A copy of the complaints and disputes policy is available on our website and more information is also available on the following websites

NDIS

<https://www.ndis.gov.au/contact/feedback-and-complaints>

NDIA COMMISSION

<https://www.ndiscommission.gov.au/about/complaints-ndis-commission>

Summary of Your Service Agreement

The parties (You and Ablecare) agree to the terms and conditions of this Participant Handbook and Service Terms and Conditions, and variations that may be provided and agreed by the parties (You and Ablecare) from time to time in writing or as allowed for in the service agreement.

Updates to this document will form part of the service agreement and will be provided to you for review from time to time and available our website.

Goods and Services Tax (GST)

For the purposes of GST legislation, the parties (You and Ablecare) confirm that:

- a supply of supports under this Engagement and 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 being provided; and



- the Participant or Participant's Representative will immediately notify Ablecare if the Participant's NDIS Plan is replaced by a new Plan or the Participant stops being a Participant in the NDIS.



Easy Read Service Agreement Summary

SERVICE AGREEMENT SUMMARY

This summary page was developed with our participants to help make your understanding of your agreement and services easier.

All of this information is in the main part of your terms and agreement. Some key points have been summarized below.

The details of your services are in the quotation – service schedule.

- A. Ablecare will seek payment for their provision of supports after completion of service.**

- B. If we cannot contact you or payment is not made within the Payment Terms , Ablecare may have to stop or withhold the service or until all outstanding payments are made.**

- C. Each year we will forward a range of updated service engagement agreement forms (contract) and consent forms. These need to be completed and returned. If the forms are not returned Ablecare will consider the last permission and authority you gave to be current and correct.**

- D. We respect your privacy. The NDIS has an ‘Opt Out’ system for audit of your file and information. Your information and file will automatically be included in audits unless you have chosen to opt out.**

E. STARTING AND ENDING SERVICE

- STARTING : A Service Agreement starts on the commencement date for an initial service for a period of 12 months and will then continue past this date unless your NDIS plan ends or as otherwise stated in the service agreement.**

- Supported Independent Living and Specialist Disability**



Accommodation service types require you to give at least twelve weeks notice to cease service and leave.

- If the NDIS guidelines specify a notice period or cancellation fee for other service types that is compulsory then the NDIS guidelines apply for cancellation policies.**

F. The Quotation (s) provided to you and any amendments made in writing or verbal during the service agreement period form part of your agreement.

- A Service Quotation and Fee information is provided to you.**

G. We agree that any changes to this Agreement, Quotation or Service Booking will be confirmed in writing.

- We will accept Electronic Email communication records from your email as an Electronic signature and confirmation.**

H. If you do not confirm an agreement or change in writing or by electronic confirmation the terms in this agreement will apply:

- If you do not return an electronic or hard copy signed of your agreement or plan AND
 - i. you request a service**
 - ii. we provide you with service**
 - iii. you allow us to provide the service****
- Ablecare will proceed and charge fees on the basis of the Original or updated engagement agreement, quotation or service booking.**
- Cancellation charges will apply and Ablecare will charge for services that were to be provided where you do not give the required notice.**