

## Service Delivery Procedure

### 1. Purpose

Inala Community House (ICH) National Disability Insurance Scheme (NDIS) seeks to provide safe and high-quality services that uphold all participants human and legal rights.

This policy operates pursuant to the ICH Service User Support Policy.

### 2. Scope

This procedure applies to all ICH representatives including key management personnel, Directors, full time workers, part time workers, casual workers, contractors, volunteers and students who are providing NDIS services. For the purpose of this procedure, these persons shall be referred to as workers.

### 3. Procedure

#### 3.1 Worker Requirements

##### 3.1.1 Code of Conduct

When providing NDIS services, all workers must comply with the NDIS Code of Conduct. The Code of Conduct promotes safe and ethical service delivery, by setting out expectations for safe and ethical services and supports for both NDIS providers and workers.

It requires workers and providers delivering NDIS supports to:

- Act with respect for individual rights to freedom of expression, self-determination, and decision-making in accordance with relevant laws and conventions
- Respect the privacy of people with a disability
- Provide supports and services in a safe and competent manner with care and skill
- Act with integrity, honesty, and transparency
- Promptly take steps to raise and act on concerns about matters that might have an impact on the quality and safety of supports provided to people with disability
- Take all reasonable steps to prevent and respond to all forms of violence, exploitation, neglect, and abuse
- Take all reasonable steps to prevent sexual misconduct.

### 3.1.2 *Suitability of Workers*

Workers delivering NDIS services must be suitable for the role. This involves suitable qualifications and/or experience and worker screening.

Workers will be recruited in accordance with the ICH Recruitment and Suitability Policies.

Workers will subsequently be inducted, receiving information about the organisation and NDIS service delivery including information about the NDIS rules and practice standards. Workers will be required to complete the NDIS Worker Orientation Program.

## 3.2 Eligibility

Individuals are generally eligible for NDIS where they:

- Are typically between the ages of 9-65
  - Children under than 9 will typically receive supports through an early childhood partner and only under specific circumstances will be eligible for NDIS
  - Persons older than 65 are not eligible to apply for NDIS
- Are an Australian citizen, permanent resident or protected special category visa holder
- Live in Australia
- Have a disability caused by a permanent impairment (intellectual, cognitive, neurological, sensory, physical or psychosocial) and where they:
  - Usually need disability specific supports to complete daily life activities; or
  - Need some supports now to reduce their future need; or
  - Need some supports now for their family to build skills to help them to be able to receive support from ICH NDIS

Individuals who are not or not yet eligible for NDIS or ICH NDIS, may be able to access support through community and government organisations. NDIS workers shall provide information where possible about support options that may be available.

Entry to ICH NDIS shall be in accordance with the NDIS Entry and Exit Policy.

If demand for the service is high, participants may be placed in a waitlist (after being informed of other services that may be able to assist). Waitlisting shall occur in accordance with the principles of the CE Access and Equity Policy.

### 3.3 NDIS Plans and Supports

Eligible NDIS participants will develop individualised NDIS plans in a planning meeting with a LAC or NDIA planner. These plans contain funding budgets to help them improve their quality of life and to achieve individual goals, this could include areas such as independence, education, learning skills, participating in community and social activities, etc.

There are 15 categories of supports available divided into three types of budgets including:

- Core which enables participants to complete daily living activities
  - Assistance with daily life
  - Consumables
  - Assistance with social and community participation
  - Transport
- Capacity Building which builds participants independence and skills to help pursue goals
  - Support coordination
  - Improved living arrangements
  - Increased social and community participation
  - Finding and keeping a job
  - Improved relationships
  - Improved health and wellbeing
  - Improved learning
  - Improved life choices
  - Improved daily living
- Capital Supports, which includes higher-cost pieces of assistive technology, equipment, home or vehicle modifications and funding for one-off purchases
  - Assistive technology
  - Home modifications

Once created, NDIS plans are submitted to the NDIA for approval. Participants have the right to request a review of their plan.

Participants have control over their budget and can choose to:

- Self manage their funds;
- Have funds managed by another party (i.e. plan manager or the NDIA); or
- Have a combination of these options

### 3.4 Service Agreements

Every participant receiving services from ICH NDIS will have a written service agreement which is between ICH and the participant. The service agreement will be created in collaboration with the participant, and their support network or advocate where relevant.

This process will be completed, paying particular attention to:

- Taking the participant's preferred form of communication into consideration and
- Ensuring the expected outcomes and the nature, quality and price of supports to be provided are clear
- Highlighting and supporting participant to understand any agreed terms and conditions

Service agreements will include a time frame for notice of termination of services by ICH NDIS. This must be a minimum of 14 days or longer to enable participants to find another provider.

The service agreement will contain information for participants about:

- Privacy
- Incidents and emergencies
- Feedback and complaints

All services will be delivered in accordance with the ICH NDIS Service Agreement Management Policy.

### 3.5 Payments and Pricing

ICH NDIS will ensure that the participant is regularly provided with, or has access to details of services delivered, and the amount charged for those services. ICH NDIS must also abide by relevant consumer laws regarding the provision of receipts and itemised bills.

Service agreements must also be 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.

ICH NDIS and participants (except for those that are self-managing) will not contract out of the Price Guide. Where there are any inconsistencies between the Service Agreement and the Price Guide, the Price Guide prevails.

No other charges are to be added to the cost of the support, including credit card surcharges, or any additional fees including any 'gap' fees, late payment fees or cancellation fees. Providers cannot charge cancellation fees, except when specifically provided for in the NDIA Price Guide.

For a participant who is managing the funded supports in their plan (self-managing participant), the service agreement must clearly set out the costs to be paid in relation to the support, when delivery of the support is to be performed and the method of payment.

A payment request can be made once that support has been provided and is to be submitted within a reasonable time (and no later than 90 days from the end of the Service Booking).

### 3.6 Service Bookings

Service bookings are the way participants engage with ICH NDIS online. Service bookings are created based on items specified in the service agreement and include the details of the specific service or support to be provided. The service booking nominates the type of support, date and funding to be allocated. There may be multiple service bookings for each type of service within a plan. Bookings must be created before service delivery commences and must be approved by both the participant (or their nominee) and the provider.

### 3.7 Safeguarding Participant's Money and Property

ICH NDIS workers shall not have direct control over participant money or property. At times, workers may support participants to access and use their money in accordance with their wishes. ICH NDIS workers will not give financial advice and information outside the scope of service delivery or what is reasonably required by the participant's NDIS plan.

ICH NDIS is committed to ensuring that participant's money and property is protected and used appropriately and strategies are in place to prevent inappropriate access or use including:

- Workers having no direct control or access to NDIS funds, these are controlled by either the participant, the plan manager or the NDIA
- Workers have no access or control of a participant's personal money or property (distinct from NDIS funds)
- Workers supporting participants to use their funds by liaising with suppliers or other providers to obtain equipment or services, however ensuring that invoices from providers are submitted directly to the responsible person
- Workers always acting in an ethical manner when dealing with participants, including acting responsibly when dealing with money or property

At no time will workers:

- Borrow money from a service user
- Loan money to a service user
- Use a service user's money or property for their own benefit
- Act as a guarantor for a service user or ask them to act as a guarantor
- Give financial advice and information outside of the scope of service delivery or what is reasonably required under the service user plan.

Any worker who assists in the handling of service user money or property will need to be aware of measures required to avoid inappropriate use of these items. Any misuse or theft of service property may result in disciplinary action, up to and including termination.

### 3.8 Exiting the Service

NDIS participants have the right to cease receiving services from ICH NDIS at any time. Participants shall be informed of this at the commencement of their involvement with the service and information about cancellation will be included in the service agreement. ICH NDIS shall support participants who wish to exit by providing them with information about other services who may be available to assist them.

Where a service user wishes to exit ICH NDIS, a planned transition will be facilitated in collaboration with the service user and/or their support network where possible and appropriate. This shall be documented, communicated and effectively managed. Any potential risks will be discussed with the service user and these will also be documented.

Exits from the program shall be in accordance with the ICH NDIS Entry and Exit Policy.

### 3.9 Other Support Options

ICH NDIS shall provide individuals with a list of possible support options based on individual need and service available where they may not be eligible for, or are unable to access funding for particular types of support. This can include other sources of funding (e.g. disability support pension), support for families and carers (e.g. Carer Gateway, phone 1800 422 737) and other support services.

### 3.10 Record Keeping

ICH NDIS must keep full and accurate accounts and financial records of the supports delivered to participants, along with records of service agreements. ICH NDIS shall ensure that the accounts and financial records are maintained on a regular basis and in such detail that the Agency is able to accurately ascertain the quantity, type and duration of support delivered.

Financial records and accounts will be retained for a period of no less than 7 years from the date of issue (or as otherwise stated in the NDIS Terms of Business).

In addition to these requirements, the retention of all records must also comply with all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or Local Authority.

All records shall be managed in accordance with the ICH NDIS Maintenance and Records Policy.

### 3.11 Record Keeping

The Manager is responsible for ensuring that:

- Workers are suitable for the services provided and uphold the NDIS code of conduct
- ICH NDIS has an appropriate service agreement template that meets requirements
- Billing is conducted regularly and correctly
- Appropriate processes are in place to transition participants to and from the program
- Appropriate records are regularly maintained
- Service delivery processes which uphold the rights of service users

Workers are responsible for:

- Complying with ICH NDIS policies, procedures and requirements including the Code of Conduct
- Assisting participants as needed to understand the service agreement and ensuring that it contains required information
- Regularly billing participants for services provided and in accordance with pricing requirements
- Safeguarding participants money and property
- Supporting participants to exit the service if necessary
- Providing information to service users about alternative support options where appropriate
- Maintaining up to date and accurate records of services delivered

## 4. Review

This procedure shall be reviewed every three years or sooner as required.

## 5. Related Documents

### **Policies**

ICH Code of Conduct Policy  
ICH Human Rights Policy  
ICH Service User Support Policy  
ICH Recruitment Policy  
ICH Suitability Policy  
ICH CE Access and Equity Policy  
ICH NDIS Entry and Exit Policy  
ICH NDIS Service Agreement Management Policy  
ICH NDIS Service Provision Policy  
ICH NDIS Participant Rights Policy  
ICH NDIS Maintenance and Records Policy

### **References**

NDIS Terms of Business  
NDIS Code of Conduct  
NDIS Guidelines  
National Disability Insurance Scheme Act 2013  
NDIS Practice Standards