

# Service Delivery policy

# Policy statement

Above and Beyond Disability Solutions Pty Ltd (AABDS) believes participants have the right to choose the supports provided and how those services are delivered. AABDS will work with participants, their family, carers or advocates to develop a participant-centred service agreement.

# Scope

This policy applies to all employees, participants, families, advocates, contractors, volunteers or business partners. This policy is owned by the Governing Body.

# **Principles**

- Participants are provided with clear information about available options to maximise their choices and enable them to actively participate in decisions that affect their lives.
- Responses to enquiries and requests are flexible and tailored to suit a participant's circumstances.
- Strengthening a participant's informal supports and linking to mainstream services is central to the service delivery process.
- The service delivery process should maximise the choice and independence of participants.
- All requests for disability services are managed fairly and consistently and the process is simple and easy.
- All participants receive adequate information early to inform their consideration of options and their decision to continue in the process.
- Information and responses are provided to support the participant to live as independently as possible.
- The role of families and carers will be taken into consideration during all steps of the process.
- All services and solutions provided will be done so on the basis of relative need and availability of resources.
- AABDS adopts a non-discriminatory access process that respects age, gender, race, religion, sexual preferences and disability consistent with human rights and other applicable legislation.
- Information provided by AABDS is not limited to one mode or type and can be changed to suit individual's needs and preferences (e.g. translated material; easy read using pictorial format).
- AABDS acknowledges that each participant has the right to refuse a service or to leave AABDS at any time they choose.
- AABDS may discontinue a service after consultation with a participant, their family, carer or advocate if the service is no longer sustainable or appropriate for the participant.



# **Practice requirements**

Service documents – AABDS will work with participants, their family, carers or advocates to
establish a written Schedule of Supports about the expected outcomes and the nature, quality
and price of supports to be provided by AABDS. AABDS's Service Agreement documents all
agreed terms and conditions.

All supports delivered by AABDS will be in accordance with the Service Agreement and Schedule of Supports. The organisation will ensure the participant is regularly provided with, or has access to details of services delivered, and the amount charged for those services. AABDS will always abide by relevant <u>Australian Consumer Law (Qld)</u> regarding the provision of receipts and itemised .

All of AABDS's Service Agreements and Schedule of Supports must be consistent with the NDIS's pricing arrangements, guidelines and the requirements of the <u>A New Tax System</u> (Goods and Service Tax) Act 1999 regarding the application of the goods and services tax to its services.

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

The service documents must also provide information on complaint handling, dispute resolution processes and a time frame for the notice of termination of services by AABDS, as per the Access and Intake policy.

• **Conflicts of Interest** – AABDS will act in the best interests of participants, ensuring they are informed, empowered and able to maximise choice and control. AABDS will never constrain, influence or direct decision making by a participant, their family, carer or advocate so as to limit that person's access to information, opportunities and choice and control.

AABDS will proactively manage perceived and actual conflicts of interest, as per the organisation's Code of Conduct, Governance and Conflict of Interest policies, to ensure:

- the organisational or ethical values don't impede a participant's right to choice and control;
- the organisation manages, documents and reports on individual conflicts as they arise; and
- that advice to a participant about support options are transparent and promotes choice and control.
- **Gifts, benefits and commissions** AABDS and its employees will not accept any offer of money, gifts, services or benefits that would cause them to act in a manner contrary to the



interests of the participant. Further, AABDS and its employees will have no financial or other personal interest that could directly or indirectly influence or compromise the choice of provider or provision of supports to a participant. This includes the obtaining or offering of any form of commission.

 Personal Financial Management – ABBDS and its employees do not act as formal financial advisors, planners or cosignatories. However, AABDS and its employees will ensure each participant is central to financial planning and management and will provide the participant with the level of support required to manage their personal finances.

The participant determines how their financial resources are used and supported to do this as far as they are able. Support is provided to protect the person's best interests while maximising their involvement in decision making.

 Payments and pricing – AABDS will always adhere to the NDIA Price Guide or any other Agency pricing arrangements and guidelines as in force from time to time. The organisation will always declare relevant prices to participants before delivering a service as part of their Service Agreement. This includes declaring any notice periods or cancellation terms. AABDS will only make a payment request once the service or support has been delivered or provided. Prices charged to participants will never exceed the price level prescribed for that support in the Pricing Guide.

AABDS will not add other charges to the delivery of the support or service, including credit card surcharges, or any additional fees including any 'gap' fees, or late payment fees. A claim for payment by AABDS will be submitted within a reasonable time and no later than 60 days from the end of the service booking.

• **Cancellations** - If a participant makes a short-notice cancellation, which is after 3pm the day before the service, AABDS may charge up to 90% of the agreed price for the cancelled appointment. This fee may be charged against a participant's plan up to 12 times per year for personal care and community access supports. For therapy services, AABDS may charge up to a maximum of six (6) hours of cancellation fees within the period of any Service Booking.

Where there is a specific risk that a participant will frequently make short-notice cancellations for a support due to the nature of a participant's disability or the nature of the support (e.g. behaviour intervention supports), AABDS will make individual arrangements to minimise the number of cancellations.

• Making changes to a Service Agreement -If changes to the supports or the delivery of a participant's supports are required (including because of changes to their NDIS plan), the participant must discuss and review their Service Agreement and Schedule of Supports with



AABDS. Any changes to the participant's Schedule of Supports or Service Agreement will be in writing, signed, and dated as required.

• Ending a Service Agreement - Should a participant wish to end a Service Agreement, the participant, their family, carer or advocate must provide AABDS 10 business days' notice in writing. If either the participant or AABDS seriously breaches the Service Agreement, the requirement of notice will be waived.

# **Related policies**

- Code of Conduct policy
- Choice & Control Policy
- Promoting and Protecting Rights Policy
- Participant Abuse, Neglect and Exploitation Policy
- Complaints Management Policy

# **Related links**

- <u>Anti-Discrimination Act 1991 (Qld)</u>
- Disability Discrimination Act (1992)
- Information Privacy Act 2009
- <u>A New Tax System (Goods and Service Tax) Act 1999</u>
- Freedom of Information Act 1982, Privacy Act 1988
- Australian Privacy Principles
- Disability Services and Inclusion Act 2023

#### Acknowledgements

AABDS adheres to the <u>NDIS Code of Conduct</u> and <u>NDIS Practice Standards</u> for providers and workers. Our Quality Services and Supports promote the <u>National Standards for Disability</u> <u>Services – evidence Guide.</u>

The organisation promotes the Human Rights principles of the Convention on the Rights of Persons with Disabilities.

POLICY HISTORY				
Policy name	Risk Management	Policy owners	Governing Body	
Policy created	July 2018	Approved by Board	Oct 2018	
Policy reviewed	July 2019	Approved by Board	July 2019	
Policy reviewed	Oct 2019	Approved by Board	Oct 2019	
Policy reviewed	Aug 2021	Approved by Board	Aug 2021	
Policy reviewed	Dec 2022	Approved by Board	Dec 2022	
Policy reviewed	Feb 2024	Approved by Board	Feb 2024	
Current version no.	2.3	Due for review	Feb 2026	



# Service Delivery procedure

The following procedures are to be implemented to enable Above and Beyond Disability Solutions Pty Ltd (AABDS) to meet its policy objective of ensuring participants have the opportunity to choose the supports provided and how those services are delivered to develop a participantcentred service agreement.

This procedure supports AABDS to apply the <u>National Standards for Disability Services</u>, in particular Standard 1: Rights.

# Planning and support

All participant's seeking a service from AABDS will gain access on the basis of their eligibility for the solutions and services delivered by the organisation, relative need and available resources. Access to services will occur in a non-discriminatory manner, following a comprehensive assessment of the individual needs for the organisation's identified services. All participants will be asked to sign a service agreement, which they can withdraw from at any time without discrimination or harassment.

AABDS believes participants have a right to:

- safe, quality services being provided irrespective of sex, relationship status, pregnancy, parental status, breastfeeding, age, race, impairment, religious activity, political belief or activity, trade union activity, gender identity, sexuality, family responsibilities or association.
- access all information that the organisation holds about them. Under the <u>Freedom of</u> <u>Information Act 1982</u>, <u>Privacy Act 1988</u> and the <u>Australian Privacy Principles</u> (APP's), participants can access information and have the information corrected if it is incorrect, out of date or incomplete.
- provide feedback (negative or positive) regarding the services they have received. Participants who make a complaint can do so without fear of retribution, and have the right to be taken seriously, treated with respect and receive feedback within a reasonable time frame.

AABDS provides a diversified range of services for many key participant groups, each with their own unique needs and expectations. The organisation aims to go above and beyond in their service delivery, which is designed to meet the expectations of the different participant groups.

AABDS is committed to providing an individually tailored service to each participant that will best meet their personal requirements and goals. The organisation recognises the importance of the empowerment of the individual to participate in the identification of their needs actively.



# AABDS will:

- Develop an information brochure in appropriate formats on the organisation's services and distribute it through local area co-ordinators and major health, welfare, local government and education outlets in the area.
- Accept referrals from participants, family members, advocates, local area co-ordinators or other government or non-government agencies.
- Within two weeks of receiving the referral, meet with the referred participant, their families, carers or advocates to determine the participant's eligibility for services and collect background information.
- Make a determination about offering services to the participant based on the organisation's available resources and the participant's relative need.
- If AABDS is unable to provide a service, the organisation will refer the participant to an alternative service, where such a service exists.
- Withdraw services only if requested by the participant, their family, carer or if the organisation's duty of care responsibilities to the participant or its employees are severely compromised and reasonable efforts to rectify the problem have been made and shown to have failed.
- If the participant has elected to no longer receive services from AABDS, the organisation will ask that the request be put in writing by the participant, their family, carer or advocate
- If AABDS is contemplating withdrawing services, the organisation will first arrange a meeting with the participant, their family, carer or advocate to discuss the change in services.

# Performance standards

- An information brochure describing AABDS's services are distributed at least annually to local area co-ordinators and major health, welfare, education and local government outlets in the area.
- Participants referred for services must be interviewed within two weeks of the referral being received by the organisation.
- Services are offered only on the basis of eligibility, relative need and available services.
- Records are kept on a central register of participants who were found to be ineligible or found to be eligible, but denied services based on insufficient resources.
- Where a participant, their family, carer or advocate has elected to no longer receive services from AABDS, the organisation will endeavour to secure that request in writing and will keep the request in the participant's file.
- Where AABDS has withdrawn services, the organisation must first arrange a meeting with the participant, their family, carer or advocate to discuss the reasons why the organisation is withdrawing services and has formally communicated the decision in writing.
- AABDS has advised the participant, their family, carer or advocate in writing of their rights under the organisation's Complaints policy and has provided them with a copy of the policy.



# Responsibility

AABDS employees are responsible for:

- supporting participants through the service delivery model;
- supporting participants to make as many decisions and choices related to daily life;
- o communicating to AABDS management any gaps in the participant's service delivery model.

AABDS Managers are responsible for:

- ensuring employees have sufficient skills, knowledge and ability to deliver services;
- o encouraging participants, family, carers and advocates to support independent decision making, choice and control.

AABDS Directors are responsible for:

- o ensuring senior managers are sufficiently skilled and trained in leading employees to deliver exceptional service and solutions to participants;
- monitoring the implementation of this procedure.

#### **Review and evaluation**

AABDS will monitor feedback and complaints to identify opportunities to improve the organisation's service delivery model.

#### Key contact

Questions about how to implement this procedure should be directed to Kristy McPherson, Director on 0417069124.

PROCEDURE HISTORY				
Policy name	Risk Management	Policy owners	Governing Body	
Policy created	July 2018	Approved by Board	Oct 2018	
Policy reviewed	July 2019	Approved by Board	July 2019	
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