

# CRCS Terms and Conditions of Business for NDIA Participants



Capital  
Region  
Community  
Services

## Schedule of Supports

Capital Region Community Services (CRCS) agrees to provide the Participant with the agreed supports set out the **Schedule of Supports** specified in the **Service Agreement**.

From time to time the NDIA creates new support item codes for services you are receiving. When this happens CRCS may apply the new codes when claiming/invoicing without changing the Service Agreement. CRCS will communicate any changes to support item numbers to you in writing.

CRCS aligns pricing of the supports and services we provide to the maximum chargeable amount listed in the current version of the *NDIS Price Guide* and related *NDIS Support Catalogue*. As such, charges for the supports listed in your **Schedule of Supports** will automatically increase when the NDIA increases pricing and/or when the NDIA releases additional loadings and charges. All other changes to charges will be communicated to you in writing. The current *NDIS Price Guide* and *NDIS Support Catalogue* can be found on the NDIA website.

Where shown on the **Schedule of Supports**, the following charges will be applied:

- Temporary Transformation Payment (TTP) - TTP pricing applies to some supports as CRCS fulfils TTP terms (this is shown by the letter “T” after the support item number).
- NDIA required reports - the time taken to produce NDIA requested reports is charged, and
- Non-face-to-face supports (non-F2F) - non-contact time is charged to cover costs including but not limited to:
  - writing notes/reports for other workers/providers about the Participant’s progress;
  - research linked to the Participant’s needs and goal achievement; and
  - documenting proposed supports, expected outcomes and completion of other person-centred documentation/requirements to comply with the *NDIS Practice Standards and Quality Indicators*.

When asked, CRCS will explain the value of these activities to the participant/their Legal Delegate and why they represent the best use of the participant’s funds.

- Costs associated with Provider Travel including:
  - time of up to 30 minutes per service is charged on certain core supports, and
  - time of up to 60 minutes per service is charged on certain capacity building supports, and
  - non-labour costs associated with road tolls, parking fees and vehicle running costs (km charge).
- Costs associated with Participant Transport including:
  - worker’s time spent accompanying and/or transporting the participant, and
  - non-labour costs associated with road tolls, parking fees and vehicle running costs (km charge).

## Additional expenses:

Extra expenses are the responsibility of the Participant/Participant’s Delegate and are not included in the cost of supports. Examples include entrance fees, event tickets, meals, equipment, supplies for domestic assistance/personal care, art activities, excursion costs, shopping etc. Participants are asked to obtain a Companion Card (if eligible) to ensure that CRCS employees supporting them can obtain access to the event or activity for which support is being provided. In circumstances where the event or activity does not recognise the Companion Card, the cost for the event or activity must be agreed in advance.

## Responsibilities of CRCS

CRCS will:

- work with the Participant, their family/carer and other stakeholders to provide supports in a way that suits the Participant’s needs;
- review support provision with the Participant throughout the Service Agreement period;
- communicate openly and honestly in a timely manner;

- treat the Participant with courtesy and respect;
- listen to the Participant's feedback and resolve problems quickly;
- where possible, give the Participant a minimum of 24 hours' notice if CRCS has to change a scheduled support;
- give the Participant the required notice if CRCS needs to end a Support or the Service Agreement (see "Ending a Participant's Service Agreement" below for further information);
- protect the Participant's privacy and confidential information;
- work within the *CRCS Code of Conduct*;
- provide supports in a manner consistent with all relevant laws, including the *National Disability Insurance Scheme ACT 2013* and rules, and the *Australian Consumer Law*;
- keep accurate records on the supports provided to the Participant; and
- issue regular invoices and statements of the supports delivered to the Participant.

### **Responsibilities of Participant / Participant's Delegate**

The Participant/Participant's Delegate will:

- inform CRCS how the Participant wishes the supports to be delivered to meet the Participant's needs;
- treat CRCS employees and volunteers with courtesy and respect;
- talk to CRCS if there are any concerns about the supports being provided;
- meet the cancellation notification requirements detailed in the "Cancellation of Supports" section below;
- meet the notification requirements detailed in the "Ending a Participant's Service Agreement" section below, where the Participant needs to end the Service Agreement;
- inform CRCS immediately of any changes to the Participant's NDIS Plan or if there are other issues with the Participant's Plan that may result in non-payment of the supports detailed in **Schedule of Supports** specified in the **Service Agreement**. Plan changes include, but are not limited to: reviews, amendment, replacement, suspension, gaps between Plans, cease of funding for a support and/or exiting of the Participant from the NDIA scheme.

### **Payments**

- CRCS will seek payment for supports via portal claim and/or invoice after the support has been provided to the Participant and in accordance with the fund type and charges specified in the **Service Agreement**.
- Accounts must be paid within 7 days from the issue date of the invoice.
- Irrespective of the fund type and charges specified in the **Service Agreement**, all unpaid invoices may be passed to a CRCS nominated debt collection agency with the participant then liable for all related debt recovery costs in addition to the balance outstanding.

### **Cancellation of Supports**

Cancellation by CRCS: If CRCS needs to cancel a scheduled support, CRCS will notify the Participant as soon as reasonably possible. No charge will be incurred for that scheduled support. Where possible, delivery of that scheduled support may be mutually agreed for another time.

Cancellation by Participant: If the Participant needs to cancel a scheduled support, they must notify CRCS as soon as that need is identified. Cancellation charges will apply for cancellations or "no shows" that do not meet the notification requirements stated in the current *NDIA Price Guide*; unless it is mutually agreed that an unforeseen circumstance led to the cancellation supported by either a Medical Certificate or Statutory Declaration. In which case, the fee may be waived by the applicable Program Manager. Where possible, delivery of that support may be mutually agreed for another time.

Cancellation notifications can be made by: email [contact@crs.com.au](mailto:contact@crs.com.au) or phone 6264 0200

### **Goods and Services Tax (GST)**

All prices are GST inclusive (if applicable) and include the cost of providing the supports. For the purposes of

GST legislation, the parties confirm that:

- the supports described in the Participant's **Service Agreement** are reasonable and necessary supports per subsection 33(2) of the *National Disability Insurance Scheme Act 2013* (NDIS Act) and in accordance with the Participant's NDIS Plan currently in effect under Section 37 of the NDIS Act;
- the Participant's NDIS Plan is expected to be in effect during the period the supports are provided; and
- the Participant / Participant's Delegate will immediately notify CRCS if the Participant's NDIS Plan is replaced by a new Plan, or if the Participant stops being a participant of the NDIS.

## Privacy

CRCS collects and uses personal and health information from recipients of a service provided by CRCS:

- for the provision, administration and billing of agreed supports/services.
- for internal referrals within CRCS Programs.
- to maintain contact records associated with the participant eg emergency/delegate contact information.
- for statistical analysis/reporting to funding bodies and to evaluate services for future planning (de-identified).
- for external audit by persons authorised by government funding agencies.
- for internal audit by persons authorised by CRCS.

As a matter of routine:

- personal information and information related to provision of supports/services for NDIS eligible participants may be disclosed to the National Disability Insurance Agency and/or the applicable Local Area Coordinator (LAC).
- personal information and information related to provision of supports may also be disclosed to the Participant's Delegate/s identified in their Service Agreement and/or Participant Details Form.
- personal information and information related to provision of supports may be disclosed to the Participant's nominated third party/Plan Manager (where applicable) for billing purposes.
- emergency contact information will be used in the event of an emergency or if CRCS cannot make contact for a scheduled visit/appointment/class/group.
- health and treatment information may be made available to relevant CRCS staff on a 'need to know' basis and to medical or paramedical staff in the case of an accident or emergency.
- collected information will be securely stored in the Lumary CRMS with data hosted off-shore by Salesforce.com (SFDC) in Japan. SFDC maintain appropriate technical/organisational measures for the protection of customer data and are compliant with The European Union *General Data Protection Regulation (GDPR)*. The GDPR includes requirements that resemble those in the *Privacy Act 1988*. The associated Australian CRMS support providers (ie Lumary and Enright Care) are Australian companies and as such are also required to comply with the *Privacy Act 1988*.
- limited information may be disclosed to the organisations, agencies and individuals listed on *Section 2 – Specific Privacy Consents* of the *CRCS Privacy and Information Consent Form* with the written consent of the participant and/or their Legal Delegate or as permitted or required by law. This arrangement extends to developing and maintaining collaborative links between the listed parties to share approved information to meet participant needs.

Personal information will be stored, used and disclosed in accordance with the requirements of the *Privacy Act 1998 (Cth)*. If you wish to access or correct any of your information or discuss how it has been managed, please email [contact@crccs.com.au](mailto:contact@crccs.com.au). Further information about your rights is available in *CRCS's Privacy and Confidentiality Policy and Procedure* which is available by calling 6264 0200 or email [contact@crccs.com.au](mailto:contact@crccs.com.au)

## Changes to a Participant's Service Agreement

If changes to the supports or when or how they are to be provided need to be made, CRCS and the Participant agree to give a minimum of two (2) weeks' notice. CRCS and the Participant agree that any changes to the Service Agreement will be in writing and will be signed and dated by both parties.

### **Withdrawing a Support and/or Ending a Service Agreement**

Should CRCS or the Participant wish to withdraw a support or end the whole **Service Agreement**, a minimum of two (2) weeks' notice shall be given. If extenuating circumstances present or the NDIA ceases to fund a support or either party seriously breaches any terms of the **Service Agreement**, then the notice period will be waived and services will be immediately terminated.

Where a Participant is exiting a service and/or transitioning to a new Provider, CRCS will conduct a risk assessment to ensure, as much as possible, that a smooth transition or exit is achieved. Sharing information forms part of this risk assessment. The Participant can consent for CRCS to share a summary of their support and service information to be provided either directly to the Participant or to their new Provider or Participants may choose for a CRCS Support Coordinator to share information verbally by meeting with their new provider and themselves. Participants can consent to share their information in writing to CRCS and detail the name and contact details of their new Provider as well as their preference for written or verbal sharing of information and any limitations to the information that can be given to their new Provider. Support and service summaries (either verbal or written) will be prepared by the current CRCS Support Coordinator and provisioned as part of a normal Coordination of Support service with associated time charged to the Participant's plan.

### **Feedback, Complaints and Disputes**

CRCS is committed to resolving all complaints fairly, equitably and as quickly as possible. Participants can provide feedback directly to CRCS:

- In person – simply contact your support worker on (02) 6264 0200
- In writing – send feedback to: Executive Manager People and Culture PO Box 679 Belconnen ACT 2616
- Email – send your feedback to [feedback@crccs.com.au](mailto:feedback@crccs.com.au)
- Website – visit [www.crccs.com.au/feedback](http://www.crccs.com.au/feedback) and submit your feedback online either named or anonymously

If the Participant is not satisfied or does not wish to engage with CRCS directly about their feedback or complaint, the Participant can contact either:

- The NDIA on 1800 800 110, or by visiting [www.ndis.gov.au](http://www.ndis.gov.au) for further information on resolving the matter; or
- The ACT Human Services Registrar on 02-6205 4608 or email [DSR.registrar@act.gov.au](mailto:DSR.registrar@act.gov.au), or
- The NDIS Quality and Safeguards Commission on 1800 035 544, National Relay Service and ask for 1800 035 544 or complete a complaint contact form <https://forms.business.gov.au/smartforms/servlet/SmartForm.html?formCode=PRD00-OCF>