



Scope Service Agreement Terms

Thank you for choosing Scope. As an organisation, our purpose is to work to create meaningful opportunities for people with disability to belong and thrive.

We commit to working with you to achieve your goals and outcomes.

This document sets out how we will support you and sets our obligations to you and your obligations to us. If you have questions about your service agreement, you can contact Scope on 1300 472 673 or you can get independent advice.

“Terms and Conditions” sets out our responsibilities to you, your responsibilities to us, the terms and conditions under which we will provide you with supports and products. Your Service Agreement includes the Terms and Conditions and Your Support Package. You may receive the Terms and Conditions and Your Support Package together or you may receive them separately.

Your Support Package sets out your NDIS funding Support Package and how those funds will be applied to support you. If you receive support from more than one part of Scope’s operations (for example if you receive both Supported Independent Living (SIL) and Therapy services), you may have more than one Support Package.

Customer Service Agreement

Terms and Conditions

Our Obligations and Our Commitments to You

We will:

- Promote, uphold and respect your legal and human rights and enable you to exercise informed choice and control
- Listen to your feedback and resolve problems quickly
- Treat you with courtesy and respect
- Respect your culture, values and beliefs
- Support your choices and aspirations as far as reasonably possible
- Communicate openly and honestly in a timely manner
- Give you information and support to manage any complaints or disagreements.
- Take all reasonable measures to minimise appointment cancellations and accommodate planned absences (e.g. holidays)
- Give you appropriate notice if we need to change a scheduled appointment except where the cancellation is a result of circumstances beyond our reasonable control. Please see the NDIS Pricing Arrangements and Price Limits or your Scope Welcome Pack for notice requirements to change a scheduled appointment
- Arrangements are in place to ensure support is provided without interruption throughout the period of the service agreement
- Continue to support you or help you to find alternative supports during and after an emergency or disaster in accordance with Scope's Emergency and Continuity Management Policy
- Review your Supports and Products regularly
- Consult with you on decisions about how your Supports and Products are provided in a way which you can understand
- Maintain records of the Supports and Products delivered to you
- Provide Supports and Products in a manner consistent with applicable laws, including the Objectives and Principles of the *National Disability Insurance Scheme Act 2013* (NDIS Act).
- With your consent, links are developed and maintained through collaboration with other providers, including, where relevant, healthcare and allied health providers, to share information, manage risks and meet your needs
- Develop a separate service agreement, if we provide both Specialist Disability Accommodation (SDA) and other NDIS supports.

Your Obligations and Responsibilities

You agree to:

- Work with us in relation to the delivery of your supports and products
- Talk to us if you have any concerns or complaints about the supports or products being provided
- Always treat our staff with courtesy and respect
- Comply with our reasonable requirements in relation to the delivery of your supports and products, including requirements relating to the safety and wellbeing of our staff
- Maintain a safe environment for our staff to work in if they visit your home. If we ask

you to, you will allow us to conduct an occupational health and safety risk assessment before our staff start work there

- Provide a smoke and vape free workplace for our staff. This means that you cannot smoke indoors when staff are on shift or immediately prior to staff arriving
- Provide information and support plans relevant to your services so staff understand how best to support you
- Respect our property and equipment
- Let us know immediately if you damage our property or equipment, even if this is an accident
- Let us know immediately if you are unwell or injured
- Comply with all laws while we are providing supports to you or you are on our premises
- Let us know immediately if your NDIS Plan is suspended or replaced or you stop being a participant in the NDIS or otherwise ineligible for funding under your NDIS Plan
- Pay our fees for any supports or products you have received. This includes any supports or products received after any changes to your eligibility for funding under your NDIS Plan that you did not tell us about.

Privacy and Information Sharing

We understand that your privacy is important.

Scope's Privacy Policy sets out how we protect your privacy and manage and share your personal information.

If you want a copy of Scope's Privacy Policy or have any questions about how your information will be used then please contact Scope by phone 1300 472 673, email contact@scopeaust.org.au or via our website <https://www.scopeaust.org.au/contact-scope/>.

We may change our Privacy Policy from time to time. If we do, we will post the new version on our website <https://www.scopeaust.org.au/>.

NDIS and Internal Audits

As an NDIS Participant, you are automatically enrolled into the audit process. This means you may be contacted by the audit team for interviews and/or have your files, records or plan reviewed to ensure Scope complies with the NDIS Practice Standards. If you do not want to participate in the audit process, you can opt-out at any time by advising Scope. At the time of audit, if you have not opted out we will check with you that you want to participate in the audit.

Fees and Financial Arrangements

Our Fees are set out and explained in Your Support Package. NDIS funds may be used flexibly to support your goals ensuring they stay within the agreed value. If you want to change your supports outside of the agreed value, a new "Your Support Package" document will be created and sent to you for your approval.

Our fees reflect the NDIS Pricing Arrangements and Price Limits and will vary in accordance with changes made to the NDIS Pricing Arrangements and Price Limits. The NDIA may change the rules and guidelines at any time. You acknowledge that these changes may have an immediate impact on your Fees and cancellation requirements.

Scope will notify you of any changes as soon as possible. If you are not happy with the changes, you should discuss this with your Scope Contact within 7 days of becoming aware of the changes.

Our Fees are payable for Supports and Products that have been provided to you. To ensure consistency of your supports while enacting a new service agreement, you agree that our service records are evidence of the Supports and Products provided to you, whether or not they are signed by you.

Making changes to your Supports

If you need to change your Supports, please speak to your Scope Contact.

We may consult with you and suggest changes to your Supports, which you can approve or refuse.

Your Support Package must be updated with any changes to your Supports or Products. Any changes to Your Support Package will remain subject to the Terms of this Service Agreement.

Confirmation of Funds

Before Scope can provide any supports to you, you agree to share the information Scope requires to issue Your Support Package. This includes your plan dates and information about the funds available for your supports. If service bookings are not available, you may be required to endorse Scope as your service provider with the NDIA.

Information about the funds available for your supports can be shared by:

- Service bookings through the MyPlace online portal. By entering into this Service Agreement Terms you agree that Scope is authorised to make and accept service bookings for the Supports and Products described in Your Support Package, on your behalf, or
- Your NDIS plan if service bookings are not available, or
- Any other form recognised by NDIS.

Cancelling Supports

Cancelling an appointment

Please refer to the NDIS Pricing Arrangements and Price Limits and Scope's Welcome Pack about the requirements for cancelling an appointment.

If you cannot attend a scheduled appointment, you must let us know by phone, email or text within the notice periods set under the NDIS Pricing Arrangements and Price Limits.

If you do not notify us in time or you do not show up to your appointment, then you may be charged for that appointment.

If we incur any out-of-pocket expenses relating to the cancelled Supports (such as taxi costs), we may also charge these costs to you.

If you regularly cancel or do not show up to scheduled appointments, we may suspend or cancel your Supports or Products. If you are experiencing a special circumstance or require additional support, let us know as soon as possible so that we can help you where possible.

Cancelling Products

Due to the customised nature of our products, if you cancel your order, we may charge you a cancellation fee up to 100% of the price of the cancelled Product.

Cancellation due to Circumstances beyond reasonable control

We understand that there may be circumstances beyond your control which stop you from accessing our services, such as an accident, natural disaster, hospitalisation or health epidemic (circumstances beyond your reasonable control).

You must let us know how long the circumstances beyond your reasonable control will stop you from accessing our services. Where we continue to make your Supports (including Supported Independent Living) available, you must continue to pay Fees.

If the circumstances beyond your reasonable control continue for 60 days or more, we will consider altering your Supports to meet your needs. Alternatively, the parties may agree to terminate this Agreement.

Scope will not be liable for any costs, loss or damages arising directly or indirectly in connection with your inability or delays to access your Supports.

Payment

You are responsible for the payment of our fees and charges whether you self-manage your payments or choose the NDIA or a Plan Manager to manage your payments for you.

You must let us know how you choose to manage your payments so that we can invoice the correct person. Payments must be made according to the terms on the invoice.

If you choose the NDIA to manage payments, we will claim payment from the NDIA. If we are unable to claim payment from the NDIA for some reason, we may invoice you directly for any unpaid fees and charges and you must pay the invoice.

If you are experiencing financial hardship please contact Scope to discuss your individual circumstances. We will work with you to assess your situation to consider options for resolving non-payment of fees.

Options may include:

- Development of payment/re-payment plan
- Deferment of payment until a later date where undue financial hardship circumstances are temporary
- Discuss with you your current supports and if changes or alternative supports are needed
- Referral for review of your NDIS plan.

Late payment

If fees have not been paid within 14 days of the due date, we may suspend or alter our provision of your Supports and Products or terminate this Agreement.

If we choose to suspend, alter or terminate this Agreement, we will inform you in writing. Products remain the property of Scope (Aust) Ltd until fees and charges are paid in full.

Suspending or altering your Supports

We may suspend or alter our delivery of your Supports if:

- Your home poses an occupational health and safety risk to our staff or service providers. If this occurs, we will advise you of any action you must take to resolve the hazard or risk
- We are unable to engage a service provider or staff member who can meet your support need
- Your eligibility for funding changes during the time we are providing the supports to you
- Fees and charges have not been paid within 14 days of the due date
- You do not meet the cancellation terms in this agreement on three or more occasions in any rolling three-month period
- You do not sign or otherwise approve any relevant documentation that Scope has requested you to approve as proof of service delivery

If we do so, we will advise you in writing and provide you with the reasons for doing so.

Any suspension of your supports will resume as soon as possible once any problems are resolved.

Ending your Service Agreement

As well as our other rights under this Service Agreement or at law, we may end this Agreement by notice in writing to you if:

- You are unable or unwilling to resolve the issue that caused us to suspend or alter our delivery of your Supports
- We give you at least 30 days written notice
- You breach a material term of this Agreement which cannot be resolved or you do not remedy it within 14 days of being requested by us in writing to do so
- You do not meet the cancellation terms in this Agreement on three or more occasions in any rolling three-month period

You may end this agreement or may cancel some of your supports or products by written notice to us if:

- You give us at least 30 days' written notice that you no longer require the Supports or Products
- We breach a material term of this Agreement which cannot be resolved or we do not resolve it within 14 days of being requested by you in writing to do so.

Unplanned Exits – Supported Independent Living

If you are being supported in a Scope SIL service, and you permanently exit Scope's SIL service due to an unplanned exit or an irretrievable breakdown of support, Scope will claim up to 4 weeks of SIL supports from your NDIS funding. This is in accordance with the NDIS Pricing Arrangement and Price Limits.

Feedback, complaints and disputes

You have the right to make a complaint about the supports or products you are receiving under this agreement. You or your support person can discuss any feedback or complaints with your Scope Contact or by contacting 1300 472 673. Further information is available on our website: <https://www.scopeaust.org.au/about-scope/feedback-and-complaints-process/>

Alternatively, a complaint can be made to the NDIS Quality and Safeguards Commission by:

- Calling 1800 035 544 directly or via the National Relay Service (by phone, textphone or modem) on 133 677; or
- Completing an online complaint form via www.ndiscommission.gov.au.

Other matters

Goods and Services Tax (GST)

In most circumstances, Supports and Products covered by your Plan will be GST free. In accordance with GST law, you and we confirm that:

- These are reasonable and necessary Supports or Products specified in the statement included, under subsection 33(2) of the NDIS Act, in your Plan currently in effect under section 37 of the NDIS Act;
- Your Plan is expected to remain in effect during the Term of this Service Agreement.

There may be some services that are not GST free. If we make a Taxable Supply to you and the consideration for that supply is not expressly stated to be inclusive of GST, you will pay us an amount equal to the GST payable on the Taxable Supply, at the same time as payment for the Taxable Supply is required to be made under these Terms.

Legally Binding Agreement

The Terms of your Service Agreement are intended to be legally binding on you and Scope. The Terms of your Service Agreement are governed by the laws of Victoria.

Any variation to the Terms of this Service Agreement (other than changes to NDIA rules and guidelines) must be in writing.

You cannot assign or transfer any of your rights or obligations under your Service Agreement to any person.