

NDIS TERMS AND CONDITIONS



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1. Introduction

These Terms and Conditions form part of the agreement between Skylight and you. They are to be read as an addition to your signed Service Agreement. By entering into a Service Agreement with Skylight, you will be agreeing to the Terms & Conditions.

Should you need any support or guidance with these Terms & Conditions, please speak to a member of the Customer Relations Team.

2. Responsibilities

2.1. Responsibilities of Skylight

Skylight agree to:

- Provide a service which is respectful and of high quality
- Work to prevent abuse, harm, neglect and violence
- Consult you about how you wish supports to be provided
- Work with you to ensure supports and services meet your needs, goals and preferences
- Keep accurate records of supports delivered
- Work with you to review the services provided to you at least annually
- Give you as much notice as possible if we need to cancel or change a scheduled appointment
- Provide services in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, the Australian Consumer Law and the NDIS Quality and Safeguards Commission; and
- Deliver services in line with Skylight's Service Standards.

Further Information: Skylight's Service Standards

2.2. Responsibilities of NDIS Participant

You (the NDIS participant) agree to:

- Respect the human worth, privacy and dignity of other people
- Inform Skylight about how you would like your supports to be delivered
- Treat Skylight and its staff with respect
- Respect the safety of staff and other participants by:
 - respecting the privacy of others, staff and participants
 - refraining from aggressive or violent behaviour whilst using Skylight services
- Not consume, or be under the influence of alcohol or illegal substances whilst at Skylight or during a service
- Talk to Skylight if you have any concerns about the supports being provided
- Give Skylight as much notice as possible if you need to end the Service Agreement; and

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- Let Skylight know immediately if your NDIS plan is suspended or replaced by a new NDIS plan or you stop being a participant in the NDIS.

3. Privacy and Confidentiality

3.1. Your information

Skylight collects personal information from all participants accessing and seeking to access Skylight services. The primary purpose for which Skylight collects this information is to achieve its Mission: 'to increase opportunities to achieve good mental health, to promote acceptance of mental illness in the community, and provide quality services for people with mental illness, their family and friends'.

We may disclose the personal information we collect to our employees, contractors and related entities, the National Disability Insurance Agency (NDIA), to our third party service providers who help us deliver our services to you (including our Customer Relationship Management provider, digital platforms, marketing providers, payment processors and our professional advisors) or as required by law and as further set out in our Privacy Policy. In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside Australia and where we do so we will do so in accordance with our Privacy Policy and applicable law. If you do not provide this information, we may not be able to provide our services to you.

Our Privacy Policy located on our website contains further information about:

- i. how we store and use your personal information;
- ii. how you can access and seek correction of your personal information;
- iii. how you can make a privacy-related complaint; and
- iv. our complaint handling process

By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with our Privacy Policy and this collection notice.

You agree that we may collect your sensitive information, including:

- your NDIS plans and any other support plan you provide us with;
- your health information, including detailed information about your psychological health, disabilities and health service usage;
- whether you have a criminal record;
- your racial or ethnic origin;
- other sensitive information that you choose to share with us in the context of our providing a service to you.

We collect your sensitive information for the purposes of verifying your eligibility to use our Services and to enable us to provide our Services to you.

You agree we may disclose your sensitive information:

- to refer you to medical or health service providers in emergency circumstances where it is impractical for us to obtain your consent;
- if authorised or required by applicable law;
- to provide a relevant third party with information about you, where we make a clinical decision that we must disclose your sensitive information to a third party, based on an assessment of your best interests, taking into account your age, health, safety and any possible immediate or substantial risk to you, for example if there is

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evidence of risk of harm to self and/or others or if there are safety concerns for any person under 18 years of age; and

- to enable an IT provider, such as our Customer Relationship Management provider or other third party to provide services to us, which may require disclosure of your personal information, including sensitive information. Any third party will only be provided access consistent with this privacy policy and in accordance with the Privacy Act 1988 (Cth)

For further information about how we collect, hold, use and disclose personal information, please refer to Skylights Privacy Policy

3.2. Skylight's Audit Requirements

As a registered NDIS provider, Skylight is required to undertake auditing against the NDIS Practice Standards. A member of an auditing team may contact you for an interview during an audit process, or have access to your files, records or plans to review. If you do not wish to be contacted by an auditor or to share your files with auditors, please speak to a member of the Customer Relations Team to 'opt out'.

4. Raising a Complaint

Skylight values the input of participants, employees, volunteers and members at every level of the organisation, and want to ensure that any member, visitor or participant feels comfortable and able to share concerns and raise a complaint.

The process for raising concerns and complaints and Skylight's commitment towards resolution are detailed in the 'Making a Complaint' flyer. This flyer provides more information on how and where to direct your feedback.

Further information: Skylight's 'Making a Complaint' flyer

5. Incident Management

All Skylight participants are safeguarded by Skylight's incident management system, which ensures that incidents are acknowledged, responded to and managed in a way consistent with NDIS Practice Standards and compliant with the National Disability Insurance Scheme (Incidents Management and Reportable Incidents) rules 2018.

When an incident has been reported and you are involved, Skylight will ensure that you are informed about how the incident is being managed, and support your right to access an advocate.

6. Emergency and Disaster Management Planning

As a registered provider Skylight has an obligation to work with you to consider and mitigate risks to your health, safety and wellbeing that may arise in an emergency or disaster (e.g. Bushfire, Flood, Pandemic, etc). Skylight has a range of plans in place to ensure (where possible) that our business keeps going during an emergency or disaster event. Skylight acknowledges your unique situation and some of your specific needs in preparing properly for these unforeseen events. As part of our support planning process we will work with you to develop an appropriate individual emergency and disaster plan. This plan will be reviewed with you annually.

Further information: Emergency and Disaster Management Plan

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7. Changing or Ending a Service

7.1. Participant Requests to Change or Update a Service

When you request a change or addition to your schedule of supports (listed in your Service Agreement), the required amendment will be verbally agreed upon with a member of the Customer Relations Team.

Amendments to the schedule of supports will be recorded digitally. However, you can request a hard-copy version of your current Service Agreement if required.

7.2. Skylight Changes to the Service Agreement and/or Terms and Conditions

Skylight provides services in accordance with the rules and goals of the NDIS, which are regularly reviewed. To ensure the ongoing flexibility and quality of the service, the Service Agreement and Terms and Conditions may need to be reviewed and amended at the discretion of Skylight, and in accordance with the latest published information from the NDIA.

When changes that affect your Service Agreement occur, Skylight will:

- Provide the date on which the intended changes will take effect
- Provide as much notice as possible before this date with an opportunity for you to clarify the changes and/or exit the agreement
- Notify you either by email, SMS or letter providing a link to the updated Terms and Conditions and/or a summary of key changes. To enable this, you will need to ensure that Skylight has your up-to-date and correct contact information.

Your right to choice and control is important to us. If you have any concerns about changes made by Skylight to the Terms and Conditions and/or Service Agreement, please speak to a member of the Customer Relations Team.

7.3. Ending a Service Agreement

As a Skylight participant, you may choose to end your Service Agreement at any time and may do so by notifying Skylight in writing or by calling the Customer Relations Team.

Skylight will abide by NDIA guidelines and provide at a minimum 14-days' notice in the ending of any individual Service Agreement - except in instances where safety is a concern.

Where applicable, Skylight will require that you honour any outstanding payments and cancellation conditions.

If you breach any of the conditions outlined in the Terms and Conditions and Service Agreement, Skylight will make every reasonable attempt to reach a resolution satisfactory to both parties to enable the Service Agreement to continue. However, where resolution can't be reached, or where it is identified that there is a serious risk to business or employees, volunteers and others, Skylight may exercise the right to withdraw services and supports without notice, and to end the Service Agreement.

7.4. Programs of Support Agreement

By signing up to a Program of Support, you are agreeing to attend for the duration of the program. As such, and in line with the NDIS Price Guide, your NDIS plan will be charged after each session has

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occurred (regardless of your actual attendance at individual sessions within the program). If a session is cancelled by Skylight, you will not be charged.

Should you wish to exit the Program of Supports early, a notice period of 2 weeks is required. To exit the program, you can speak to Skylight Bookings.

In line with our Terms & Conditions, we may claim for Non Face-to-Face Supports as part of delivering Therapeutic Group Programs to you, as outlined in section 7.4.1 and 7.4.2

Should you wish to attend additional Programs of Support, you will enter into a new Program of Support Agreement. This agreement can be verbal. However, the terms outlined in this agreement will apply to further Programs of Support you attend

7.4.1. Therapeutic Groups Program of Support Agreement

Skylight Therapeutic Groups (such as Everyday Wellbeing, Sound Minds and group Art Therapy) are designed to provide an environment of safety and trust. Within the group setting, you will use the therapeutic relationship for self-exploration and growth.

A Program of Support for Therapeutic Groups runs for six weeks. During the Program of Support, you will:

- Explore tools and strategies to better understand, and deal with challenging thoughts, feelings, and emotions.
- Discover new learning opportunities
- Foster a safe and non-judgemental space to share knowledge and personal experiences

Non-face-to-face supports will be charged for activities such as: individual phone assessment, goal setting, research and room set up. Charges will be made in 15 minute increments, at the agreed hourly rate for Therapeutic Groups (apportioned among participants in the group).

7.4.2. Activities Program of Support Agreement

Skylight Activity Groups provide an environment of safety and trust. During a Program of Support, we will work collaboratively with you in a group setting to:

- Build skills, develop friendships and be accepted and connect with the community
- Create opportunities to interact with a broader range of people
- Discover new learning opportunities and build skills related to your individual social and community participation goals

At the start of each Program of Support, we will work collaboratively with you to develop your individualised goals for that program, and will check in with you along the way to see how you're progressing.

Skylight Activity Group Programs of Support run for four-week blocks. You can attend as many Programs of Support as required, subject to the terms outlined below.

1. Non Face-to-Face supports will be charged for activities we perform related to your individual needs or goals, and for group preparation and setup. Charges will be made in 15 minute

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increments, at the agreed hourly rate for Activity Groups (apportioned among participants in the group).

2. This Service Agreement (including the terms outlined) applies to all Activity Group Programs of Support that you book into

7.5. Service Agreement Renewal

To support service continuity, at the end of an agreement period your Service Agreement with Skylight will automatically renew.

In many cases your ability to pay for Skylight services is dependent on an up to date and funded NDIS plan. As such, your Service Agreement dates will generally align with those of your NDIS Plan. Skylight may need to verify your plan status and details and/or confirm alternative payment arrangements in order to continue to provide services.

Skylight understands that your needs and goals and the amount of funding you wish to allocate to Skylight services may change. You can review your Skylight Services with a member of the Customer Relations Team at any stage. Additionally, Skylight will be in touch at least annually to review your current supports and services with you.

8. Skylight Pricing Arrangements

8.1. Payments

NDIS services are charged against your NDIS Plan.

Where your NDIS Plan is Self or Plan-Managed, Skylight will send invoices to you/your nominee, or to the registered Plan Manager, to pay. You and/or your nominee or the Plan Manager, agrees to bear responsibility for the payment of all service related invoices within a payment period of 14 days. Where your NDIS Plan is Agency Managed, Skylight will claim payment directly from the NDIA.

Skylight will seek payment for the provision of supports after the delivery of the service. When making a claim for payment, Skylight will ensure that this claim accurately reflects the length and frequency of the supports delivered.

8.2. Skylight Pricing

Skylight charges the prices as set out in the NDIS Pricing Arrangements and Price Limits guidelines each year. The NDIS Pricing Arrangements and Price Limits guidelines are regularly updated by the NDIA, and can be downloaded from the NDIS website.

Skylight's pricing and billing practices will be reviewed and updated at the discretion of Skylight, and in accordance with the latest published information from the NDIA.

The latest version of Skylight's Schedule of Rates will be made available on the Skylight website. When changes to pricing occur that affect your Service Agreement with Skylight, Skylight will:

- Provide the date on which the intended changes will take effect
- Provide as much notice as possible before this date with an opportunity for you to clarify the changes or exit the agreement

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- Declare prices to you either by email, SMS or letter providing a link to the updated Schedule of Rates and/or a summary of key changes. To enable this, you will need to ensure that Skylight has your up-to-date and correct contact information.

Where updates to pricing occur, we will not update the total amount of funding allocated in your Service Agreement. If a price increase has occurred, this may impact the number of hours of service you are able to receive under your existing Service Agreement. If you would like to update the amount of funding in your Service Agreement, please speak to a member of the Customer Relations Team.

Your right to choice and control is important to us. If you have any concerns about updates to our pricing and billing practices, you can speak to a member of the Customer Relations Team.

Further information: Skylight's Schedule of Rates

8.3. Booking a Service

When you book service, you are agreeing to the amount, time and duration of the service that Skylight will charge. Where variations to the booked support occur (and the service has commenced), the following terms apply:

- If Skylight is unable to meet the booking terms for any reason (e.g. worker illness or lateness), then charges will be reduced to reflect this change
- If you request to end the support earlier than scheduled, Skylight will charge the full amount originally agreed to as Skylight has already committed the resources to deliver the support
- Where the length of a support or service exceeds what was originally scheduled, we will claim for the additional time delivered to you.

In determining which day and time price limits to apply to a support, Skylight will abide by the classifications set out in the NDIS Pricing Arrangements and Price Limits guidelines. Where a support is booked across a shift boundary and one worker delivers the entire support, the higher of the relevant price limits will apply to the entire support.

8.4. Cancellations

Skylight will charge cancellations in line with the NDIS Pricing Arrangements and Price Limits guidelines, which are subject to change.

A cancellation is considered a short notice cancellation if you:

- do not show up for a scheduled support within a reasonable time, or are not present at the agreed place and within a reasonable time when we are travelling to deliver the support; or
- have given less than seven (7) clear business days' notice for a support that meets both of the following conditions:
 - the support is less than 8 hours continuous duration; AND
 - the agreed total price for the support is less than \$1000; or
- have given less than seven (7) clear business days' notice for any other support.

When you cancel a support without sufficient notice, or do not show up for a scheduled support within a reasonable timeframe (15 minutes) Skylight may recover 100% of the fee associated with the activity.

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If a group is being delivered as a Program of Support, Short Notice Cancellation Rules do not apply, please see the Programs of Support Agreement section.

Note: If you are having trouble meeting scheduled support times we will work with you to try and find a way to reduce short notice cancellations.

8.5. Temporary Transformation Payment (TTP)

Skylight meets the eligibility criteria set out below and are therefore entitled to and will use the TTP support items (and price limits). This payment is made by the NDIS on top of plans to assist registered providers to transform their approach and build sustainable NDIS services. In order to access the higher TTP price limits, Skylight will:

- Publish their service prices
- List their business contact details in the Provider Finder and ensure those details are kept up-to-date; and
- Participate annually in an Agency-approved market benchmarking survey.

8.6. Out of Pocket Expenses

Your NDIS plan can be used to pay for a range of Skylight services. However, the NDIS will not cover everyday expenses such as entry fees, some transport related costs, and other lifestyle expenses like holiday accommodation. Where you require a support worker in order to attend a ticketed event, you will need to also cover their entry fee as an out of pocket expense.

Where NDIS funding is not available or becomes unavailable, and you have already received services from Skylight, you agree to pay for the unfunded services.

8.7. Two staff shifts to introduce new workers

Where either you or Skylight identify that a two worker handover is appropriate, this will be charged in line with NDIA guidelines.

8.8. High Intensity Supports

The challenges faced by individuals living with Psychosocial Disability can be complex in nature and require a skilled response from an experienced workforce. The NDIS recognises this need for Higher Intensity Supports and has priced a rate accordingly. All Skylight workers have the skills and experience required to meet this need and undertake regular professional development and training. To reflect this, Skylight's supports are all delivered at the High Intensity Rate.

8.9. Award Rates

Skylight staff are paid under a National Award which requires a minimum 2 hour engagement. Due to this award, the minimum bookable support for face to face is 2 hours. Phone or video supports are a minimum of 1 hour.

8.10. Skylight Individual Support Arrangements

In line with our legal obligations as an NDIS provider, Skylight will identify any participants who have limited or no regular contact with other providers, relatives, friends or other people who you are well acquainted with. Participants may choose a preferred worker, and we will ensure you have a face-to-face session with at least one other worker at regular intervals. This is a condition of engagement.

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8.11. Service Planning

Designing your service with you is considered by Skylight to be an essential part of delivering a quality and personalised service. We aim to ensure that your support plan with Skylight reflects who you are and your goals, requirements, strengths and needs. This planning phase of your service happens in the early part of the support journey and is reviewed periodically. It is charged as a Core Support item.

8.12. Participant Transport

When Skylight provides you with transport to appointments and community based activities, you will be charged a per KM rate. This fee covers the running costs of the vehicle and is in line with the NDIS guidelines. Any additional transport related costs incurred by Skylight while accompanying/transporting you in the community (including but not limited to parking fees, public transport fares or road tolls) will be charged to the full amount to your NDIS Plan, against the relevant NDIS line item.

The total time a Skylight worker spends supporting you (including time spent accompanying/transporting you during a support) will be charged at the agreed hourly rate for the relevant support item.

Where a Skylight worker provides transports to two or more participants as part of the same trip, rates (for the workers time and non-labour costs) will be apportioned amongst participants. Where this transport is provided via a bus, Skylight will claim the higher rate.

When a Skylight or worker vehicle requires cleaning as the result of providing your support, Skylight may claim payment from you for any reasonable cleaning costs incurred.

8.13. Charging for non-direct services

8.13.1. Provider Travel

There are times where workers will be eligible for payment of their time and for the running costs of their vehicle when travelling to and from supporting you. In these circumstances, Skylight will claim for Provider Travel from your NDIS plan. This charge will be at same item rate as the service being delivered and reflect the amount of time a worker spends travelling, up to the following time limits:

Service Type	Metro areas (MMM 1-3)	Remote and Very Remote Areas (MMM 4-5)
<i>Capacity Building Services</i>	Up to 30mins travel to and 30 mins travel from a participants appointment	Up to 60mins travel to and 60 mins travel from a participants appointment
<i>Core Services – Individual Support</i>	Up to 30 mins of travel to and 30 mins from a participants support	Up to 60 mins of travel to and 60 minutes from a participants support

In addition to the above charges, Skylight will claim a per km rate for Provider Travel, and up to the full amount for associated travel costs (such as road tolls and parking). These claims for non-labour costs will only be made where Skylight is claiming for provider travel time, in accordance with the rules set out in the NDIS Pricing Arrangements and Price Limits guidelines.

Where a worker travels to provide services to more than one participant, the time and non-labour costs will be apportioned between those participants.

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Remote Customers Note: There may be times where Skylight will require an agreement with you and at least one other participant to apportion travel costs between parties in order to make a remote service possible.

8.13.2. Telehealth Services

There may be times where the services you receive from Skylight are delivered remotely via phone or video. This may be at your request or due to a requirement for Skylight to provide services remotely (i.e. due to distance or other restrictions). These services will be claimed at the relevant support item, subject to the rules outlined in the NDIS Pricing Arrangements and Price Limits guidelines.

8.13.3. Non-Face-to-Face Supports

Where Skylight delivers Non-Face-to-Face Support to you, these will be claimed in accordance with the NDIS Pricing Arrangements and Price Limits guidelines, at the relevant support item.

Some examples of Non-Face-to-Face supports we may claim for include (but are not limited to): liaising with other providers on your behalf, advocating with your tenancy provider, researching new options to support your goals, managing a complex situation you are experiencing, or writing progress reports.

Claims for non-face-to-face supports will be made in 15-minute increments.

8.13.4. Counselling & Art Therapy Agreement

Telephone and Video Sessions

Face-to-face sessions are preferable for counselling. For phone and video counselling or Art Therapy to be effective, we require a clear line or good internet connection. Please also ensure you are sitting in a quiet, private room to reduce background noise and keep distractions to a minimum. For those using mobile data, please be aware that video sessions use a lot of data (approximately 1GB for 1hr of Zoom).

Your Counsellor or Art Therapist will call you at the allotted time, it is important to be on time and be ready to start the session. If we cannot contact you within 15 minutes of the scheduled start, the session may be cancelled.

Record Keeping

Skylight collects personal information from people accessing and seeking to access Skylight services. The primary purpose for which Skylight collects this information is to achieve its Mission: 'to increase opportunities to achieve good mental health, to promote acceptance of mental illness in the community, and provide quality services for people with mental illness, their family and friends'.

Skylight is required to meet legislative requirements in accordance with the Privacy Act 1988 and the 13 Australian Privacy Principles that regulate how organisations collect, use, disclose and secure personal information, and provide individuals with a right to access and correct their information.

The National Disability Insurance Agency (NDIA) seek to ensure people with a disability have timely access to the National Disability Insurance Scheme (NDIS). At times the NDIA will request we share contact details and the types of support participants of Skylight services currently receive. If you are not comfortable having this information shared, please speak to your Skylight Worker, as an "opt out" option is available to you.

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Skylight has processes, which ensure participant's personal information will be stored securely and not be made available to any other person or agency outside of Skylight unless we have your consent or are required by law.

Ending Counselling or Art Therapy

Coming to the end of the therapeutic process is an important time. By working towards an ending, we can ensure you get the most from the process whilst ending at a time that feels right for you. However, you are free to end your counselling or art therapy at any time. If you choose to do so, we would appreciate if you let us know.

8.13.5. Establishment Fee

In accordance with the NDIS Pricing Arrangements and Price Limits guidelines, an establishment fee will be claimed by Skylight when:

- we assist you with the implementation of your NDIS Plan
- we have made an agreement with you to deliver a minimum of 20 hours per month of Personal Care or Participation supports for three or more consecutive months

The Establishment fee covers the otherwise non-claimable costs faced in establishing arrangements with participants. It will be charged to your NDIS plan after you have entered into a Service Agreement with Skylight.

8.13.6. NDIA Requested Reports

Skylight will claim for NDIA requested reports in alignment with the latest published information in the NDIS Pricing Arrangements and Price Limits guidelines, at the relevant support item for the support provided.