

# SKYLIGHT SERVICE 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 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.

### 1.1. Service Standards

Our Vision is a South Australian community which understands mental illness and responds with confidence, respect and hope.

Skylight Service Standards reflect Skylight’s intent in service delivery by all team members. At Skylight...

1. we will be clear about what you can expect from our services, in both scope and limitations
2. we will support you to maintain and/or strengthen a meaningful life as defined by you
3. we will work with you to understand what is important to you
4. we will work with you acknowledging that everyone has something important to contribute to the broader community
5. we will work together to help identify where you are already strong and successful
6. we will work together to plan a service which, wherever possible, provides a positive experience for you
7. we will work with you in a way that recognises you as the best person to make decisions about your life
8. we will work with you to strengthen areas of your life where you are seeking to connect with others in your community
9. we will invite your input to develop our services and improve them

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10. we identify with growth and development both personally and professionally and we willingly look for ways to improve our work at Skylight

Please consider your experiences with Skylight as it lines up with these Service Standards. Your experiences may reflect positively and align well, or they may vary. If your experience varies from Skylight's intent as named in these Service Standards, we encourage you to make contact with a staff member. We hope that further discussion will be useful and improves your experience of Skylight.

## 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.

### 2.2. Responsibilities of Participant

You (the 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
- If applicable, 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.

### 2.3. Group Participant Norms and Responsibilities

The following section relates to all Group services delivered by Skylight.

#### 2.3.1. Participant Responsibilities in Groups

- To respect the human worth and dignity of other people
- To inform staff and volunteers of support needs
- To act in a way that respects the rights of other participants, staff and volunteers

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- To participate as far as possible in reasonable treatment and rehabilitation process
- To make all reasonable attempts to notify staff if unable to meet appointment times
- To respect the safety of staff and other participants by:
  - refraining from aggressive or violent behaviour whilst using Skylight services
  - refraining from insulting, derogatory, unwelcome, or other threatening behaviour
  - respecting the privacy of others, staff and participants
- To not consume, or be under the influence of, alcohol or illegal substances whilst at Skylight or involved with Skylight services
- To understand that violence towards staff or participants will not be tolerated. Participants who engage in physical or verbal violence or threats of violence will be dealt with through appropriate avenues, which may include clinical or legal action and/or by suspension or termination of their involvement with Skylight
- To be responsible for their own behaviour and take responsibility for the results of any decisions they make and take responsibility for their own learning and behaviour, in line with current workplace practices and legislation. Any breaches will result in the participant having to “show cause” as to why they should not be excluded from further participation in the program
- To respect the privacy of other participants using Skylight services by maintaining confidentiality about any information they learn through their involvement with Skylight
- To notify staff if they have any complaints or suggestions about service delivery at Skylight and seek a fair resolution of any complaints

## **2.3.2. Group Norms**

To maintain a safe and welcoming space for all Program Participants are asked to:

- Participate actively in my Recovery
- Contribute Positively to an inclusive environment – including being aware of how my conversations might be affecting others in the space
- Be willing to change and grow
- Take responsibilities for my own behaviour and how it might affect others
- Treat others with dignity and respect, allowing for Difference and Diversity
- Use respectful communication allowing for Difference and Diversity (use of I statements helps)
- Respect each other’s privacy and confidentiality – including refraining from idle talk or rumours about others
- Working together to better understand individual needs
- Act in a way that is not aggressive, threatening or insulting to others
- Refrain from participating in programs if under the influence of alcohol or illicit drugs

## **2.3.3. Group Infection Control Guidelines**

As a participant of any face to face Skylight groups I agree to follow the guidelines listed below to maintain health and safety of the community and reduce any risks posed by COVID-19 or other infectious illnesses. I understand that these guidelines are subject to changes in line with State Government requirements and Skylight guidelines.

These guidelines are:

- I will arrive at the site at the designated start time of the group of which I am to attend. I will wait for a few minutes at reception or outside in a suitable waiting space until the group facilitator meets me.

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- I agree to only remain in the designated areas of a Skylight site as advised by staff for the duration of the activity that I am booked into.
- I agree to prioritise hand hygiene to minimise the change of infection.
- If requested, I will endeavour to maintain physical distancing requirements outlined by Skylight staff.
- I agree to not attend any activity if I am feeling unwell or have any cold or flu like symptoms.
- I agree not to attend if I have tested positive for COVID-19.
- I agree to practice cough etiquette (keep away from other people, cover coughs and sneezes with disposable tissues or clothing, and clean your hands).
- I agree to report all risks or concerns about my health/the health of others promptly
- I agree to adhere to changes to these guidelines in line with the State Government recommendations and Skylight policy as needed.

### 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 service funding bodies and/or 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:

- how we store and use your personal information;
- how you can access and seek correction of your personal information;
- how you can make a privacy-related complaint; and
- 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.

#### 3.2. Consent for the Collection of Sensitive Information

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

- If applicable, 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;

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- the details of parties you wish Skylight to be able to share your confidential information with
- 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 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 parties who 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*

### **3.3. Skylight's Audit Requirements**

As a registered NDIS provider, Skylight is required to undertake auditing against the NDIS Practice Standards. Skylight also periodically undertakes additional organisational and Mental Health Standards audits. 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. Using an Advocate**

All participants have the right to use an advocate at any time. The advocate can be anyone you choose, and can represent you at any time.

If you need assistance to connect with an advocacy service, our staff can assist you if you wish.

You can choose anyone you like to be your advocate:

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- A family member
- A friend
- A worker from an Advocacy Service

We will talk with you about:

- What an advocate is
- Your right to use an advocate
- Any support you may need to find an advocate
- How to connect with an advocate

When to use an advocate:

- You can have an advocate with you at any time
- Advocates are particularly useful in complaints processes

Using an advocate during a complaint process:

- You will receive the 'Making a Complaint' flyer
- We will provide you with the 'Participant Complaints' policy
- If you are making a complaint and you are not comfortable speaking to Skylight employees you may feel more comfortable talking to an Advocacy Service
- Skylight employees can assist you to contact an Advocacy Service

Commonly used Advocacy Services include:

- Disability Advocacy and Complaints Service of South Australia - Ph: 7122 6030
- South Australian Council of Social Services - Ph: 8305 4222

Using an advocate will not affect your access to programs or the quality of services you receive from Skylight. Skylight supports members and participants to use advocates. Skylight will support you to express your views and share feedback in a way you feel most comfortable.

## 6. 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 Australian Law, and if relevant, the 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.

## 7. NDIS Service Specific Terms and Conditions

The following terms and conditions in '*NDIS Service Terms and Conditions*' are relevant specifically and exclusively to services funded by the National Disability Insurance Scheme and participants accessing those services. These terms and conditions do not pertain to other Skylight Services.

### 7.1. 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,

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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*

## **7.2. Changing or Ending a Service**

### **7.2.1. 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.

### **7.2.2. 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.

### **7.2.3. 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



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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.

### 7.3. 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.

### 7.4. Skylight NDIS Pricing Arrangements

#### 7.4.1. 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.

#### 7.4.2. 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*

## **7.5. 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.

## **7.6. Cancellations**

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

When you have a Short Notice Cancellation (or no show), Skylight can claim up to 100% of the agreed fee associated with the activity from the participant's plan. The charging of Short Notice Cancellations is conditional on Skylight not being able to find alternative billable work for the relevant worker and are required to pay the worker for the time that would have been spent providing the support. The short notice cancellation period is determined by the particular service in relation to the rules set out in the NDIS Pricing Arrangements and Price Limits document, as outlined below.

Any jobs cancelled for the following NDIS service areas have a 2 day cancellation notice period

- Counselling and Individual Therapy
- Therapeutic Groups
- Support Coordination
- Specialist Support Coordination

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Any jobs cancelled for the following NDIS service areas have a 7 day cancellation notice period

- Individual Support
- Activity Groups
- Psychosocial Recovery Coach

For supports delivered to a group of participants but not in a Program of Support, if you cancel your attendance and Skylight is unable to find another participant to attend the group session in your place then, if the other requirements for a Short Notice Cancellation are met, Skylight is permitted to bill you at the previously agreed rate that you would have billed if you had attended the group session.

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.

## **7.7. 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.

## **7.8. 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.

## **7.9. 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.

## **7.10. 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.

## **7.11. 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.

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## 7.12. 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.

## 7.13. Charging for non-direct services

### 7.13.1. 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:

<b>Metro areas (MMM 1-3)</b>	<b>Remote and Very Remote Areas (MMM 4-5)</b>
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

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.

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.

### 7.13.2. 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.

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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.

### 7.13.3. 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.

### 7.14. 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.

### 7.15. 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.

## 8. Service Area Specific Terms and Conditions

### 8.1. Counselling & Art Therapy Specific Agreement

The following terms and conditions in '*Counselling & Art Therapy Specific Agreement*' are relevant specifically and exclusively to Counselling and Art Therapy services delivered by Skylight and participants accessing those services.

#### 8.1.1. 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.

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## 8.1.2. 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). When Counselling and Art Therapy services are accessed through NDIS funding, 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.

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.

## 8.1.3. 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.

## 8.2. Programs of Support Agreement

The following terms and conditions in '*Programs of Support Agreement*' are relevant specifically and exclusively to Activity Group and Therapeutic Group services delivered by Skylight that operate under the Program of Support model and participants accessing those services.

By signing up to a Program of Support, you are agreeing to attend for the duration of the program (a maximum of 12 weeks). As such, and in line with the NDIS Price Guide, your NDIS plan will be charged after each session has 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 these services, these fall into either:

- Disability specific individual supports, for example we may need to adapt an activity so that a participant can safely and effectively participate. These costs would be charged only to the relevant participant.
- General tasks that are required to facilitate a group support, and are necessary across the entire group. These costs would be shared evenly across all participants in a group and charged in 15

# SKYLIGHT SERVICE TERMS AND CONDITIONS



minute increments. Examples include: Phone assessment, goal setting, research, ordering/shopping and room set up.

Should you wish to attend additional Programs of Support, you will enter into a new Program of Support Agreement which will include information on varying lengths and intended outcomes. This agreement can be verbal. The terms outlined in this agreement will apply to all further Programs of Support you attend.

### **8.3. Community Connections Specific Terms and Conditions**

The following terms and conditions in '*Community Connections Service Terms and Conditions*' are relevant specifically and exclusively to Community Connections services delivered by Skylight and participants accessing those services.

#### **8.3.1. Department of Human Services (DHS) Program Data – Participant Consent Form**

I understand that:

- My personal information will be used by the organisation I am working with to better understand my needs and goals and determine the support I may need to achieve them.
- My personal information is stored on confidential client databases including the Results Reporting Data Dock (R2D2) database operated by the South Australian Department of Human Services.
- Information about me that doesn't personally identify me will:
  - be reported to the Department of Human Services (DHS) to meet funding and reporting requirements
  - be used to better plan and coordinate DHS Programs
  - contribute to research and evaluation activities undertaken by DHS and its research partners
- My information is private and will only be shared with my specific consent.
- The organisation I am working with may, however, share my information without my consent if there is a serious concern for my health or safety and my consent cannot be obtained.
- The organisation I am working with is part of a DHS Program and as such, information may be shared with other DHS Partners, including Partners delivering the Program I am receiving and Partners delivering other DHS Programs, so that these other organisations can help meet my needs. Sharing this information also minimises the need to keep explaining my situation and ensures my personal information is shared in a safe and secure way. I give consent for the organisation I am working with to share my personal information with:
  - Any DHS Partner organisation delivering any DHS Program, or
  - Any DHS Partner organisation delivering the DHS Program I am receiving, or
  - Any DHS Partner organisations listed by you in Skylight's consent provision process
- My information may also be shared with organisations outside of those delivering DHS Programs so that these other organisations can help meet my needs. I give consent for the organisation I am working with to share my personal information with any parties or organisations listed by you in Skylight's consent provision process

I understand how my personal information will be used, who will access it, and for what reason. I agree for my personal information to be used and accessed as described above.