

POLICY NUMBER: NDIS SER DEL 3

INTENT

Real Living Options Association Inc. acknowledges that all people who have a disability have the choice and control to change service providers, or have more than one single service provider, and therefore the right to change or terminate the delivery of services at their own discretion.

DEFINITION

Withdrawal – the act of removing something

Termination – the act of ending or stopping something permanently

POLICY STATEMENTS

- Real Living Options Association Inc. is a Registered Provider of Supports under the National Disability Insurance Scheme.
- Withdrawal or Termination of an Individual Service Agreement is not the same as cancellation of the delivery of services. Cancellation of service delivery by either party only occurs when there is a change of circumstances that affects either party and is not permanent. Withdrawal or Termination of services is considered permanent.

PROCEDURES

Withdrawal or Termination of Services by a Participant

- Real Living Options Association Inc. acknowledges that Participants have choice and control in the delivery of their supports. In line with this a Participant may terminate their Individual Service Agreement at any time with a minimum of 7 clear days notice to Real Living Options Association Inc., preferably in writing.
- The Service may negotiate a shorter period of notice at its discretion.
- As part of our commitment to quality service delivery and continuous improvement, Real Living Options Association Inc. will endeavour to ascertain the reason for the termination of services by the Participant.

Withdrawal or Termination of Services by the Provider

- The Service Agreement may be cancelled by Real Living Options Association Inc. if:
 - The Participant and/or their Representative/Nominee fails to do what is required of them under the terms of their Individual Service Agreement
 - The Participant and/or their Representative/Nominee fails to comply with the policies and procedures of Real Living Options Association Inc.
 - The Participant and/or their Representative/Nominee fails, after reasonable requests from the Provider, to communicate and provide information pertaining to changes to support needs.
 - Workplace Health and Safety considerations are ignored .

Date Adopted:	24.03.07	Next Review Date	2027	Version:	07	CIR	01.05.24
File Path:	https://reallivingoptions.sharepoint.com/sites/RealLivingOptions/Shared Documents/All Staff/Governance/PPD - Policies and Procedures/.NDIS PPD/NDIS SERVICE DELIVERY/NDIS SER DEL 3 - Withdrawal or Termination Transition of Services.docx			NON-CONFIDENTIAL		Page 1 of 3	

WITHDRAWAL OR TERMINATION/ TRANSITION OF SERVICES

- Communication has broken down between the Parties and/or Payment for support and/or expenses has not been received as per the Individual Service Agreement.
- Real Living Options Association Inc. will always work in the best interest of the Participant to achieve a safe transition to a new provider of services where practicable.
- Upon termination of the Individual Service Agreement by either party, Real Living Options Association Inc. will take steps to ensure:
 - All support that has been provided under the terms of the Service Agreement have been claimed and
 - The Participant has alternative support solutions in place for their own safety and wellbeing where possible.
 - The Participant's choice and control will be respected if they do not want the Service involved in their transition to another Service.

Transition of Services

- Where possible, a planned transition to or from the Service will be facilitated in collaboration with the Participant, and this will be documented, communicated and effectively managed.
- Risks associated with each transition to or from the Service will be identified, documented and responded to.
- Processes for transitioning to or from the Service will be applied, reviewed and communicated to all stakeholders.
- As above, the Participant's choice and control will be respected if they do not want the Service involved in their transition to another Service.

DELEGATIONS

Management Committee

- Ensure as far as practicable that the General Manager has followed the relevant Policy and Procedures.

General Manager

- Report to the Management Committee with relevant statistical/operational information that relates to the withdrawal or termination of support and any financial implications this may have on the Service.

Support Manager and Senior Support Facilitator

- Liaise with any Participants and/or their Representative/Nominee who have indicated that they wish to withdraw service or terminate their Individual Service Agreement.
- Inform the General Manager of any information that may relate to, or result in the withdrawal or termination of services by either a Participant and/or their Representative/Nominee.
- Inform the General Manager of any situation that may lead to the withdrawal or termination of service by the Provider.

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Finance Officer

- Ensure as far as practicable that any outstanding claims for service that has been delivered have been submitted to the NDIA for payment.

RELATED DOCUMENTATION

Individual Service Agreement

REFERENCES

National Disability Insurance Scheme Act 2013
NDIS Practice Standards and Quality Indicators
Qld Human Rights Act 2019

AMENDMENTS/REVIEWS

Amended 30.08.12, Amended 04.08.16, Amended 30.11.17, Amended 30.04.20, Amended 02.03.23, Amended 06.06.24

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