MDQ Service Agreement Standard Terms and Conditions

This Service Agreement relates to services that Muscular Dystrophy Queensland Ltd (MDQ) may provide to a National Disability Insurance Scheme (NDIS) Participant (You) using funding from your NDIS plan.

1. The NDIS and this Service Agreement

NDIA has rules and regulations about what services can be funded from a Participant's NDIS plan:

1. The support must be on the current list of 'Supports that are NDIS supports' or the 'Replacement supports' list and must not be on the 'Supports that are not NDIS supports' list. You can find this information on the NDIS website
2. You must have sufficient funding available for the support within the funding period that the support is used.
3. The support must be necessary to address needs arising from the Impairment Category that you are funded for. If you don't know which impairment category/s you have been funded for, please check with the NDIA.
4. If a support is listed as a 'stated support' on your NDIS plan, it cannot be substituted for a different support.

The NDIS will not pay for supports that do not meet **all** the requirements listed above. If the service that you request does not meet the above criteria, please discuss your options with an MDQ representative before making an appointment.

2. Services

MDQ has a range of services as described on the MDQ website that may be funded by the NDIS. A 'Schedule of Supports' will be provided, listing the services that you would like to receive from MDQ during your current NDIS plan, or funding period. With your consent, services can be added or removed from the Schedule of Supports at any time to reflect your current needs and available funding.

MDQ may offer services that are not covered by your NDIS plan. MDQ will give you appropriate notice and offer a choice regarding whether to receive these additional items or services. If you agree to receive these items or services, you acknowledge payment for these services is your sole responsibility.

You can choose to end any or all NDIS services from MDQ and this will not impact your access to other MDQ services including our charitable services.

3. Fees and Charges

The cost of services will be described in your Schedule of Supports document. MDQ charges in accordance with the current Pricing Arrangements and Price Limits (PAPL) document which can be found on the NDIS website. The NDIA updates this document periodically and we will notify you if there is a change to prices for the services that we provide. If a Schedule of Supports is in place at the time of a price change, you will be notified via email, and the new price will come into effect once the new price has been communicated.

Billable tasks may include:

A. Face-to-face meetings, assessments and treatments.

B. Appointments cancelled with short notice (according to NDIS PAPL)

C. Phone and email contact with you or your representative, NDIA, and/or potential or current suppliers.

D. Formal report writing, for example, progress reports required by the NDIS, assessment reports related to equipment acquisition, individual support plans.

E. Recording case notes and progress notes.

F. Support letters.

G. Research directly related to service provision.

H. Provider travel for attending face-to-face appointments.

   a. When traveling to a cluster of appointments, travel time may be averaged among Participants visited in accordance with NDIS guidelines (up to the maximum allowed in the PAPL) so that no one Participant is unfairly disadvantaged.

   b. The return to base travel time is divided by the number of Participants visited (up to the maximum allowed in the PAPL).

   c. Non-labour costs of travel such as mileage, tolls or parking fees

To optimise NDIS plan funds, you may choose to have face-to-face appointments at our Client Centre or via Telehealth, if appropriate, to avoid travel costs.

4. Goods and Services Tax (GST)

It is noted that, for items or services where GST applies, MDQ's published fees include GST.

For the purposes of GST legislation, the Parties confirm that:

1. A supply of supports under the Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act);

2. Your NDIS plan is expected to remain in effect during the period the supports are provided; and

3. You will immediately notify MDQ if your NDIS Plan is replaced by a new plan or you cease to be a Participant in the NDIS.

5. Invoicing and Payments

Invoicing

After services have been provided, MDQ will raise invoices detailing the item or service provided and submit the invoice for payment. MDQ will raise invoices and submit the invoice for payment at least monthly. Unless otherwise agreed, all invoices will be submitted electronically.

MDQ will submit the invoice for payment in different ways depending on the way each service is managed in your NDIS Plan:

1. Agency Managed: MDQ will lodge the invoice with the NDIA directly for payment
2. Plan Managed by MDQ Plan Management: MDQ will submit invoices to MDQ Plan Management who will lodge the invoices with the NDIA directly for payment
3. Plan Managed by an external Plan Management Provider: MDQ will email the invoice to you and you are responsible for promptly forwarding the invoice to your Plan Manager for payment within MDQ's payment terms
4. Self-Managed: MDQ will email the invoice to you and you are responsible for payment within the MDQ's payment terms.

Rejected Payments

If the NDIS rejects payment of an invoice for services provided by MDQ, we will work with you to determine why the payment was rejected. If you knowingly book services that are not covered by your NDIS plan (as defined in Clause 1), you may be liable for payment for the services provided. Please discuss with MDQ staff before booking a service if you are unsure if the service will be covered by the NDIS.

Payment Terms

MDQ's payment terms are 14 days from invoice date of issue. Unless otherwise arranged, all payments should be made directly to MDQ's bank account by electronic funds transfer per the instructions on MDQ's invoice. Non-compliance with the payment terms may affect future service delivery.

Disagreement with Charges

If you disagree with the charges included in MDQ's invoice, you should discuss your concerns with MDQ as soon as reasonably possible after the invoice is received, by contacting MDQ via email or telephone. If you are not satisfied with the response to this initial discussion, you can escalate the discussion, by following MDQ's Feedback and Complaints process outlined in Clause 6.

6. Feedback and Complaints

You and your representatives have a right to provide feedback i.e. to share your satisfaction or dissatisfaction with the any aspect of MDQ's service, policies and processes. MDQ undertakes a formal process to manage your feedback and/or complaints. Information about this process and how to lodge feedback or a complaint is published on MDQ's website and in the MDQ Client Guide that is provided with the Schedule of Supports.

7. Privacy and Consent

MDQ may receive and disclose your information relevant to providing the service to the NDIA, Service Providers and Suppliers. You can update your consent preferences at any time. MDQ is committed to respecting and protecting the privacy of your personal information and maintains a formal process to reasonably ensure this is achieved. MDQ's Privacy Policy is published on MDQ's website and in the MDQ Client Guide that is provided with the Schedule of Supports.

8. Abuse, Neglect and Exploitation

Participants who access supports from MDQ can be assured that these supports will be free from violence, abuse, neglect, exploitation, or discrimination. Allegations and incidents of violence, abuse, neglect, exploitation, or discrimination will be acted upon promptly in accordance with MDQ policy and the NDIS Quality and Safeguards Commission. The National Disability Abuse and Neglect Hotline: 1800 880 052 (toll-free) is available for reporting abuse and neglect.

9. Emergency and Disaster Management

MDQ is committed to maintaining continuity of supports. Its processes are managed on secure systems based in Australia. When necessary, MDQ can operate remotely with minimal disruption to service. MDQ has trained frontline staff in infection control and risk management and strictly follows guidelines set out by the NDIA and other relevant government agencies.

10. Reviews and Audits

MDQ has a legal obligation to participate in government-initiated reviews and audits. You agree to co-operate to the extent reasonably necessary for this work to take place, subject to discussion of the relevance of the audit to the your situation.

11. Changes to the Standard Terms and Conditions

The Standard Terms and Conditions makes up part of the Service Agreement, together with the Schedule of Supports and Service Agreement Details. MDQ reserves the right to change the Standard Terms and Conditions from time to time. Any change to the Standard Terms and Conditions will be provided to you in writing within a reasonable timeframe. Once provided, the updated Standard Terms and Conditions will replace any previous copies and form part of the Service Agreement.

12. Ending this Service Agreement

Should either Party wish to end this Service Agreement, either party must give thirty days' notice in writing to the other party in the Service Agreement. If either Party seriously breaches this Service Agreement, the requirement of notice will be forfeited.

13. Your Rights

MDQ acknowledges and supports your right to:

1. Seek the support of an advocate when using our services.
2. Use an interpreter or ask us to arrange for interpreter services to support you when using our services.
3. Freely choose your service providers. Leaving one MDQ service will not impact any other MDQ services that you receive, including access to charitable services.
4. Provide feedback, including a complaint, at any time that you are not satisfied with our services.
5. Be free from abuse, neglect and exploitation when using our services, and exercise your right to report if this occurs.

14. Your Responsibilities

You and your representatives (if applicable) agree to:

1. Treat the staff, volunteers, and other clients of MDQ with courtesy and respect.
2. Access NDIS services in line with the funding and guidance within your NDIS plan and discuss with MDQ if you are unsure if a service is eligible to be funded by the NDIS prior to making an appointment.
3. Provide information about your NDIS plan relevant to the services requested. This may include:
    A. NDIS Number
    B. Funding Period dates
    C. Confirmation of available funding within the Funding Period
    D. Goals relevant to the service
    E. Your Impairment Category
4. Provide a safe and appropriate workspace within your home for any home visits. This may include:
    A. Clear space large enough to provide the service
    B. Quiet space with ability to have confidential conversations
    C. Smoke-free environment
    D. Pet-free zone
    E. Advise MDQ staff if you or other household occupants are unwell
5. Give as much notice as possible if you must change or cancel a scheduled appointment and understand that MDQ may charge a cancellation fee per the NDIS PAPL for short-notice cancellations.

6. Notify MDQ urgently if funding is unavailable, if Funding Periods change, or if you cease to be funded by the NDIS.
7. Cease accessing services under the Service Agreement if funds are depleted, until additional funds are assigned.
8. Notify MDQ of any changes in your life which may affect MDQ's ability to provide services.
9. Ensure that all fees are paid to MDQ by the due date and adhere to the budgetary requirements of your NDIS Plan.
10. Communicate openly including when there are concerns about any aspect of MDQ's supports.
11. Give MDQ the required notice and the reasons, if you wish to cease any services or to cease the service provision relationship with MDQ.

15. Rights of MDQ Staff

MDQ staff have rights when engaged in the provision of NDIS services, including:

1. To be treated as with dignity and respect by you and your representatives.
2. To be safe from violence, abuse, harassment and exploitation.
3. To have a safe and healthy workplace with minimal risks (including within your home, community settings and vehicles).
4. To be able to perform their services efficiently without undue interruptions from pets or other people present during service provision.

16. Responsibilities of MDQ

MDQ agrees to:

1. Treat you and your representatives with courtesy and respect.
2. Treat information about you and your activities as private and confidential in line with your wishes, MDQ's privacy policy and relevant legislation.
3. Communicate openly and honestly and in a timely manner with you or your representative.
4. Ensure all documents are explained to you or your representative so that documents are signed with informed consent.
5. Prioritise your choice and control throughout the provision of all MDQ services.
6. Provide high quality supports which are documented in the Schedule of Supports.
7. Engage in ongoing consultation with you or your representative regarding relevant aspects of service provision including tracking of funds used for agreed services.
8. Address issues in a timely manner and work to resolve them to the satisfaction of both parties.
9. Issue regular invoices and statements of the supports delivered to the you.

10. Give you the required notice and reasons if MDQ needs to end the Service Agreement.
11. Abide by the relevant laws, including but not limited to the National Disability Insurance Scheme Act 2013 and rules, the NDIS Practice Standards and Australian Consumer Law.

17. Definitions

"Schedule of Supports" means the document created by MDQ detailing the services being offered by MDQ, and the prices which will be charged for each items or service.

"Service Agreement" includes the Service Agreement Details, the Schedule of Supports and the Standard Terms and Conditions. Together, they set out the formal terms of agreement between you and MDQ. The Service Agreement sets out each party's rights and obligations and how to resolve any problems that may arise. The Service Agreement must be documented and in place before services can commence.

"NDIA" (National Disability Insurance Agency) The Federal Government agency tasked with implementing the NDIS.

"NDIS" (National Disability Insurance Scheme) A national, government funded scheme which provides reasonable and necessary funding to support people living with disability in lines with the National Disability Insurance Scheme Act 2013 (NDIS Act)

"NDIS Plan" The individualised Plan which outlines your objectives and informal supports. It also documents the funding, which has been allocated to you to achieve your objectives.

"PAPL" (Pricing Arrangements and Price Limits) The document constituting the price controls and spending regulations which are in place relating to how you can spend the funds allocated in your NDIS Plan

"Impairment Category" The NDIS categorizes impairments into six main types: intellectual, cognitive, neurological, sensory, physical, and psychosocial. These categories are used to understand how your disability affects your daily life and to determine appropriate supports.

"Stated Support" Specific allocations of NDIS funding that can only be used for a particular support or service described in your NDIS plan. You can identify stated supports in your plan by looking for the phrase "stated supports" or "stated items" alongside the description of the support.

"Funding Period" NDIS plans budgets may be divided into funding periods (monthly, quarterly etc). Unused funds from one funding period will roll over into the next funding period but not into the next plan. Funding from future funding periods cannot be brought forward.

"You" The person receiving NDIS services and nominated as the Participant in the NDIS Plan. 'You' and 'Your' are used interchangeably throughout this document and have the same meaning.

"Your Representative" A person you've told us can act on your behalf &/or the person nominated in your plan as your nominee

"MDQ" Muscular Dystrophy Queensland Ltd. ACN 621 816 975 operating in its legal name or any other legally recognised trading name. This meaning will transition in line with any change in name or structure of the entity.

“NDIS Quality and Safeguards Commission” An independent Australian Government agency that handles complaints about the quality and safety of NDIS supports and services.

Contact us

Email: info@mdqld.org.au

Phone: 07 3243 9700 or 1800 676 364

Online: www.mdqld.org.au

Mail to: Muscular Dystrophy Queensland

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