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1.16 Child Care Services Taree & Districts Inc.

Withdrawal of Service Policy

Child Care Services Taree & Districts Inc. acknowledges that participants 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. CCSTD adopts a person centred approach to the support of our participants and adapts our services to an individual's needs. We recognise and respect diversity, the individual's strengths, preferences and aspirations and their inherent rights to freedom of expression, self-determination, participation and inclusion together with the role of family, carers, representatives and advocates.

The purpose of the policy

Child Care Services Taree & Districts Inc. aims to:

- promote consistent practices
- allow for the diverse and individual needs of participants
- consider the safety and well-being of individual participants and the work health and safety of our workers and volunteers
- ensure the overall continuation of service to our participants and the community
- inform participants and participants representatives

Participants Responsibilities and Rights

Participants are supported to make individual choices and decisions. It is important to follow the responsibilities of the service agreement. Participants are required to;

- Let Child Care Services Taree & Districts Inc. know immediately if their NDIS plan is suspended or replaced by a new NDIS plan or the participant stops being a participant in the NDIS.
- Give 4 weeks' notice in writing (if possible), should either party wish to end the Service Agreement.
- Be aware that if either party seriously breaches this Service Agreement the requirement of notice will be waived.
- Talk to the provider if you have any concerns about the supports or service that are being provided.
- Inform the provider of any changes to my situation that I think will have an impact on this Agreement.

Provider Responsibilities and Rights

If a Registered Provider intends to withdraw or terminate its services to a participant, notice must be given in accordance with the service agreement. The provider may suspend the delivery of supports or receive information from the NDIA that confirms cancellation of a plan. Suspension or Cancellation of supports may occur if;

- The Participant/Participant's representative does not comply with the **Responsibilities of the participant/participant's representative** section of the Service Agreement.
- The Participant/Participant's representative fails to pay the amount required for the service delivered as stipulated by the NDIS.
- The Participant/Participant's representative fails to rectify any issue identified by the Provider that may hinder the effective delivery of supports.

- The Provider determines that the delivery of supports poses a risk to the safety of the Participant or an employee of the Provider.
- The Provider receives a directive from the National Disability Insurance Agency (NDIA) or another government body to suspend the delivery of supports.

Service agreements must include a time frame for the notice of termination of services by the provider. The minimum allowable notice period for this purpose must be no less than 14 days or longer period as is adequate to enable the participant, his or her nominee, or the Agency to nominate an alternative Registered Provider to deliver those support services. Subject to this minimum period, the time frame may otherwise vary between participants depending on the nature and frequency of the support.

If a Registered Provider intends to withdraw or terminate its services to a participant, notice must be given in accordance with the service agreement.

Relevant Legislation and Standards

- NDIS Practice Standards
- NDIS Code of Conduct
- NSW Disability Service Standards (NSW DSS)
- NDIS Terms of Business
- Health Records and Information Privacy Code of Practice 2005 (NSW)
- Freedom of Information Act 1982
- Privacy and Personal Information Act 1988 (NSW)
- The Disability Inclusion Act 2014 (NSW) and Disability Inclusion Regulation 2014 (NSW)
- Disability Services Act (2011)
- Disability Services Regulations (2015)
- Personal Information Protection Act (2004)
- National Standards for Disability Services
- Work Health and Safety Act 2011
- Fair Work Act 2009