

CANCELLATION OF SUPPORTS OR SERVICE DELIVERY OPERATIONAL POLICY



POLICY TITLE:	CANCELLATION OF SUPPORTS OR SERVICE DELIVERY POLICY		
VERSION:	004	DATE EFFECTIVE:	01/07/2016
AUTHORISED BY:	Chief Executive Officer	DATE REVIEWED:	19/04/2024

SUMMARY

This policy guides participants on how to properly cancel or change supports or services to avoid charges, ensuring everyone knows how to meet notification requirements.

PURPOSE

The purpose of this policy is to clearly define the rules and expectations for cancelling or changing scheduled support services at ARC Disability Services Inc. (ARC). This policy helps ensure that all participants understand their responsibilities to notify ARC in a timely manner if they need to cancel or change a service. Doing so helps avoid unnecessary charges. It confirms participants' rights to adjust or choose different service providers under the National Disability Insurance Scheme (NDIS).

This policy is designed to balance flexibility for participants' changing needs with ARC's need to plan effectively and meet legal requirements. By setting out these guidelines, ARC aims to provide consistent, high-quality care and support, making sure that everyone involved—participants, families, and staff—knows what to expect and how to proceed when changes are necessary.

SCOPE

Applies to all individuals involved with ARC, including Board Members, employees, and participants. It covers anyone who accesses or delivers services under ARC.

IMPLEMENTATION

The implementation of this cancellation policy is essential to managing ARC's resources effectively and providing high-quality services at the most efficient cost. We emphasise the importance of all parties—participants, their families, and staff—being mindful of the need to provide reasonable notice when cancelling or changing scheduled supports or group activities.

This consideration helps ARC in the complex task of rostering and managing human resources efficiently. Cancellations or changes in service delivery occur only under specific circumstances, such as a breach of the Service Agreement, planned schedule changes (like holidays), or unforeseen events (such as illness or extreme weather).

ARC acknowledges that participants have the right to choose their service provider and can cancel services at their discretion. However, termination of the entire Service Agreement is distinct from the cancellation of specific services and is taken when a definitive conclusion of all provided services between the participant and ARC is reached. This policy supports ARC's commitment to providing flexible, participant-centered services while ensuring operational effectiveness and adherence to our service standards.

REQUIRED REASONABLE NOTICE

Although the NDIS guidelines permit providers to require up to seven (7) clear days' notice for cancellations to avoid charges, ARC chooses to simplify this process for Participants. We require that Participants provide cancellation notice by 3pm the day before the scheduled service. This adjustment from the standard NDIS policy is designed to reduce inconvenience for Participants while still allowing ARC to manage resources efficiently and minimise disruptions

Where a Participant fails, without notice, to keep the rostered arrangement for the support, ARC will make every effort to contact the individual to determine if there is an emergency, or there has been an unforeseeable short-term change or ability of the Participant to receive service delivery in this circumstance.

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AFTER-HOURS CANCELLATIONS

ARC provides an emergency on-call phone number (0499 111 432) that participants can use to notify of cancellations outside of normal business hours. Cancellations made via this number will be treated as timely notifications, as long as they are made by 3pm the day before the service. This ensures participants can comply with cancellation requirements outside of standard business hours, preventing any potential costs from being incurred.

PROGRAMS OF SUPPORT

Participants enrolled in a Program of Support have specific terms in their service agreements concerning cancellations, which differ from the standard cancellation requirements due to the structured nature of these commitments. These details are clarified in the individual agreements to accommodate the specific needs of group services.

FINANCIAL IMPLICATIONS

Failure to cancel within the agreed notice period or a no-show will result in a charge of 100% of the planned service's cost, as per NDIS rules and the service agreement terms. Charges may be waived under exceptional circumstances recognised by ARC.

Recognising that emergencies can occur; ARC encourages participants to notify us as soon as possible in such cases. ARC maintains the discretion to waive charges for cancellations due to genuine emergencies, based on the situation and evidence provided.

POLICY AWARENESS

ARC is committed to ensuring all participants are well-informed about the cancellation policy. Clear communication will be maintained during the service agreement process and through ongoing interactions, helping all parties understand their responsibilities and the consequences of cancellations.

CANCELLATION OF THE SERVICE AGREEMENT

The Service Agreement between ARC and a participant may be terminated if any of the following conditions occur:

- Non-fulfillment of the obligations specified in the Service Agreement.
- Non-compliance with ARC's policies and procedures.
- Failure to communicate or update necessary changes regarding support needs.
- Neglect of workplace health and safety standards.
- Breakdown of communication between the parties involved.

Under the NDIS Act, either party can immediately proceed with cancellation if these conditions are met. In such events, ARC is committed to ensuring a seamless and secure transition to another service provider. This includes:

- Reporting the cancellation to the National Disability Insurance Agency (NDIA).
- Ensuring all provided supports under the Service Agreement are fully claimed and compensated.
- Arranging alternative support solutions to safeguard the continued well-being of the person with disability.

RESOLVING DISPUTES AND COMPLAINTS BEFORE CANCELLATION

ARC prioritises the interests and rights of participants, striving to empower them and enhance their ability to make informed decisions regarding their NDIS plans. ARC ensures:

- No constraints or undue influence over the decision-making of participants and their families, allowing full access to information and options for effective choice and control.
- Open channels for feedback and complaints. Participants and their families are encouraged to address their concerns through ARC's Complaint and Feedback process, which aims for amicable resolutions that respect participant needs and compliance with service agreements.
- Participants and their families are encouraged to voice their concerns through their Support Worker, Coordinator, any trusted member of ARC staff, or an advocate of their choosing, or they can also reach out via email at feedback@arcinc.org.au

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SUPPORT

For support in understand this policy, please speak with your ARC Coordinator. ARC understands that people's circumstances change, and ARC is more than happy to be flexible and work with all participants to tailor individualised responses to your needs. This policy is not intended to reduce flexibility but to make sure ARC can continue to provide participants with the best possible level of support into the future.

QUICK REFERENCE GUIDE

Below is a quick reference guide for the required notice by ARC when cancelling supports.

TYPE OF SUPPORT	NOTICE GIVEN	RATE CHARGED
Individual or Shared Support	ARC notified 3pm the day prior	Support not Charged.
Individual or Shared Support	No show or insufficient notice.	Support Charged at 100% of the prescribed rate.
STA or Holiday House	ARC notified 3pm the day prior	Support not Charged.
STA or Holiday House	No show or insufficient notice.	Support Charged at 100% of the prescribed rate up to cap of 48 hours.
Services delivered under a Program of Supports	12-week agreement no cancellation allowance included within agreement.	
TIME OF CANCELLATION	NUMBER	METHOD
Business hours 8:30am – 4:30pm	07 4046 3600	Please speak with a team member
Outside of business hours	0499 111 432	Please speak with a team member

RELATED DOCUMENTS

- Advocacy Policy
- Complaints and Feedback Policy
- Continuity of Supports Policy
- Freedom of Choice Policy
- Independence, Informed Choice, and Supported Decision-Making Policy
- Preferred Method of Communication Policy
- Provision of Supports Policy

REFERENCES

- Australian Human Rights Commission Act 1986 (Commonwealth)
- Disability Discrimination Act 1992 (Commonwealth)
- Fair Work Act 2009 (Commonwealth)
- NDIS Act 2013 (Commonwealth)
- NDIS Price Arrangements and Limits (Updated yearly) <https://www.ndis.gov.au/providers/pricing-arrangements>
- Social, Community, Home Care and Disability Services Industry Award 2010 (Commonwealth)
- Work Health and Safety Act 2011 (Commonwealth)

AUTHORISATION

This Policy is approved and issued by:

BENJAMIN KEAST

Chief Executive Officer

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