

Product Disclosure Statement: Terms and Conditions

Supported Breaks

This Product Disclosure Statement: Terms and Conditions is for Disability Services Australia's (DSA's) Supported Breaks services, and should be read in conjunction with your DSA Service Agreement: Consent, Terms and Conditions.

1. What is included in your service

- 1.1. Supported Breaks service is personalised short term accommodation service, away from your regular home. Our Supported Breaks service can be as little as a few days or up to a maximum of 28 days in durations.
- 1.2. The service includes:
 - 1.2.1. Regular and consistent support within our short term accommodation premises inclusive of active overnight staffing.
 - 1.2.2. Support with personal care routines including showering, toileting, assisted lifts and mealtime assistance.
 - 1.2.3. Assistance with household tasks such as preparing meals, washing clothes and cleaning.
 - 1.2.4. Support with complex medical needs, positive behaviour support management, administering medication (which may include bowel care management, catheter management, epilepsy, asthma and tube feeding).
 - 1.2.5. Cost for your Support Worker, as per your short term accommodation quote, to support you during scheduled stays.

2. What is not included in your service:

- 2.1. Personal care equipment such as slings, continence aids, HEN products and communication devices.
- 2.2. Personal items including toiletries, clothing.
- 2.3. Medication costs, Health Care Assessments, or medical treatments.
- 2.4. All repairs and maintenance are covered by DSA; however, should you cause any damage to our property you will be liable for the associated repair costs.
- 2.5. Costs while on activities, for example drinks, meals, entry fees (tickets) are the responsibility of the participant.

3. We agree to:

- 3.1. Provide support based on your needs, offering you choice and control in how your supports are provided.

- 3.2. Respect you and your personal spaces allocated to you for your stay.
- 3.3. Assist you to communicate concerns to a relevant DSA staff member.
- 3.4. Assist you to communicate your needs and changes.

4. You agree to:

- 4.1. Provide access to our short term accommodations rooms and facilities, so that we can provide support to you.
- 4.2. Allow DSA to review your care plans so we understand what you require and how to best support you whilst staying with us. This Includes support for complex medical needs, positive behaviour support management, administering medication and/or clinical support such as therapy.
- 4.3. Recommending changes to your support needs such as positive support management.
- 4.4. Acknowledge that DSA may decide to call the police if your behaviour poses a safety risk to yourself and/or others.
- 4.5. Contribute to and respect the short term accommodation guidelines which may include:
 - 4.5.1. Be respectful of others, show appropriate and socially acceptable behaviours, and use appropriate language to the best of your ability.
 - 4.5.2. Consider others when playing loud music, following council laws that prohibit or restrict loud music (including music played in a room that can be heard outside of your room).
- 4.6. Let others visitors and staff know when you are having visitors.
- 4.7. Behave in a way that does not put others in danger.
- 4.8. Have DSA staff provide all services throughout your stay with us.

5. On behalf of our other visitors you agree to:

- 5.1. Not enter the other visitors room unless invited and agree to leave their room if asked to leave.
- 5.2. Make sure your visitors also respect and not inconvenience our other visitors. Respect the privacy of their rooms and shared spaces as shared.
- 5.3. Talk to our other visitors if you have a disagreement. If you still don't agree, ask a staff person to help you.

6. Payments

- 6.1. Please refer to the Terms and Conditions in the Service Agreement outlined in the Payments section.
- 6.2. **Supported Break service:**
 - 6.2.1. DSA will charge your funder for your service.
 - 6.2.2. The amount DSA will charge will depend on the support you need.

6.2.3. For NDIS funded participants, DSA is required to provide you and or your supports with a quote for your service. This is based on your support needs throughout your stay. By signing our service agreement, you are agreeing to accept the quoted fees and charges associated with your stay.

6.2.4. This amount is recorded in the Annexure Fees and Charges part of your General Service Agreement.

6.3. **Transport:**

6.3.1. If you are unable to catch public transport and you need DSA to provide you with reasonable travel to medical appointments, shopping, programs or other outings in our local community, you may need to pay a fee for your transport service.

6.3.2. Transport will only be offered to you if DSA has suitable vehicles available.

6.3.3. To book transport, you will need to arrange this with the local DSA Manager.

7. Conflict of Interest and Relationships

DSA is required to let you know if there is a conflicted of interest in regards to your short term stay.

In the event where there is a conflict, DSA's Conflict of Interest policy ensures your choice and control is respected.

Changing this Agreement

7.1. If your support needs change during your stay, this could impact on how much we need to charge your NDIS plan. If this happens:

7.2. We will ask you and your support person to request an NDIS Plan review. As part of the process DSA will prepare a new quote of Fees & Charges and Service Agreement. Where an increase in funding is necessary a NDIS unscheduled Plan review would need to be requested.

7.2.1. Any changes to your DSA Service Agreement will be in writing, and we will ask you to sign and date the new agreement.

8. Terminating this Agreement

8.1. Should you want to end your Supported Breaks service we ask you to provide DSA with as much notice as possible so that we can assist you with transitioning from our service.

8.2. Notice must be given in writing to DSA Management of the service should you wish to cancel your service. Failure to provide at least 48 hours' notice of cancelling, may result in charges due to the incurred costs to DSA.

- 8.3. If you or DSA breach this Agreement, then the required notice period may be shortened or waived.
- 8.4. DSA may terminate this Agreement if the safety of DSA staff is a risk; or DSA can no longer service your needs. In this event DSA agrees to explain the reasons to you and to support you to access other options where applicable
- 8.5. If any of these payments are not made, DSA will discuss this with you and if not resolved, will lead to termination of the Supported Breaks Service.