

Core Module Manual

Full Care Lifetime

FINANCIAL MANAGEMENT POLICY AND PROCEDURE

The purpose of this policy and procedure is to ensure that the organisation maintains sound financial management and accounting principles. This policy and procedure also set out Full Care Lifetime NDIS-specific financial management arrangements.

Definitions

Assets - non-consumable items of tangible property (including fixtures) that have a service life greater than one year. Assets can include, but not limited to non-medical equipment; equipment or aids to support participants; electronic equipment (such as computers); furniture; and motor vehicles.

Corruption – dishonest activity in which an executive manager, manager, staff member or contractor of an entity acts contrary to the interests of the entity and abuses his/her position of trust in order to achieve some personal gain or advantage for him or herself or for another person or entity.

Fraud – dishonest activity causing actual or potential financial loss to any person or entity including theft of money or other property by staff or people external to the entity and where deception is used at the time, immediately before or immediately following the activity. This also includes the deliberate falsification, concealment, destruction or use of falsified documentation used or intended for use for a non-business purpose or the improper use of information or position for financial benefit.

POLICY

Full Care Lifetime will have an open and transparent accounting systems. We will prepare financial statements according to the Australian Accounting Standards.

Full Care Lifetime is committed to having its accounts and records audited in accordance with Australian Auditing Standards. Implement financial processes that support participants to avoid or limit their debts to Full Care Lifetime.

Manage participants who are debtors to assure Full Care Lifetime's financial sustainability; and comply with the NDIS Terms of Business for Registered Providers and the NDIS Price Guide, including: prohibition on advance payments for Agency Managed plans; prohibition of late payment fees, and processes for withdrawal or termination of services.

PROCEDURES

- Full Care Lifetime will use an electronic financial management system to support Company's financial management.
- Full Care Lifetime will comply with the Australian Accounting Standards issued by the Australian Accounting Standards Board.
- All monies received by the organisation are to be recorded.
- Full Care Lifetime will monitor financial position of the organisation to minimise the risk and to ensure that expenditure complies with the budget.
- The Director is responsible for the delegation of expenditure.
- Access to Bank Accounts and EFT transfers is restricted to the Director and its password protected.
- Receipts for all expenditure are provided to and retained by the Director.

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- The Directors/Senior Management will authorise and make reimbursement payments for staff work related expenses.
- Assets owned by Full Care Lifetime will be recorded in Company's Asset Register.
- Sold assets or otherwise disposed of will be recorded in Company's financial records and recorded in the Asset Register.
- Our management team will prepare an annual budget for Company.
- Our management team will prepare a quarterly report of expenditure against the budget.
- Full Care Lifetime's management team will prepare Financial Statements for submission to funding bodies as required.
- The Financial Report will include:
 - Profit & Loss year to date.
 - Balance Sheet for the year to date.
 - General Ledger for the year to date; and
 - Budget vs. Actual for the year to date.
- Management team will conduct a financial reconciliation annually in consultation with the independent accountant and prepare a Financial Report.
- Management team will appoint a qualified auditor to audit Full Care Lifetime's accounts as required by professional standards.

Fraud and Corruption Control

Full Care Lifetime Operations Manager will raise general awareness amongst staff about what fraudulent practices are, identifying potential fraud, how to report fraud and to make it very clear that fraudulent practices will not be tolerated.

Full Care Lifetime employment screening processes (see Human Resources Policy and Procedure), and staff training.

Where the Management Team, staff member, participant or other stakeholder identifies an instance of suspected fraud or corruption, an initial report must be made to the Director (unless that person may be implicated) and to the relevant authorities including police.

All reports of fraud or corruption should be treated in confidence and referred to the Director. When a report or allegation of fraud or corruption is received, every effort must be made to deal with such reports quickly and decisively.

The Director will record all reports of actual and suspected fraud or corruption, noting the nature of the report, the time received, and remedial actions planned and taken. A copy of these records shall be provided to the relevant authorities upon their request.

In examining cases of suspected fraud, management and staff must ensure that their inquiries do not prejudice any subsequent investigation. If in doubt, do not pursue any further investigations and the Director shall contact the police.

All discipline or misconduct investigations relating to Full Care Lifetime staff will be conducted in accordance with Full Care Lifetime Human Resources Policy and Procedure.

NDIS Specifics & Service Agreements

- Full Care Lifetime financial arrangements regarding NDIS service delivery comply with the NDIS Act 2013 (Cth), the NDIS Rules, all relevant NDIS guidelines, and all policies issued by the NDIA including

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the NDIS Terms of Business for Registered Providers and NDIS Provider Registration Guide to Suitability, and any other relevant Commonwealth or State law or other requirements.

- The Management Team will develop pricing structures for Full Care Lifetime that align with the price controls and quoting requirements in place for NDIS supports, in accordance with the NDIS VIC/WA/NSW/QLD/TAS/NT Price Guide.
- The Director and Accounts Manager will maintain full and accurate accounts and financial records of the supports delivered to NDIS participants, along with records of all Service Agreements.
- Full Care Lifetime accounts and financial records will be maintained on a regular basis and in such detail that the National Disability Insurance Agency (NDIA) is able to accurately ascertain the quantity, type and duration of support delivered.
- Financial records and accounts relating to NDIS service provision will be retained for a period of no less than 5 years from the date of issue. The retention of all records will also comply with all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State or Local Authority.
- A NDIS Service Agreement will be used to formalise the supports Full Care Lifetime will provide NDIS participants. Participants have choice over what level of control they have over their finances, and this is reflected in their Service Agreement with Full Care Lifetime. Full Care Lifetime will work collaboratively with participants and their supporters to develop their Service Agreement.
- Full Care Lifetime will declare prices to all participants before providing services and include all fees Service Agreements along with detailed information about the supports to be provided. Fees charged will not exceed the price controls set by the NDIA.
- Full Care Lifetime Service Agreements will clearly set out the costs to be paid for supports, when delivery of supports is to be performed and the method of payment required. See Full Care Lifetime's Assessment, Planning and Review Policy and Procedure for more information on what the Service Agreement will contain.
- The participant must sign the Service Agreement before service delivery can commence. Through its invoicing and statement arrangements, Full Care Lifetime will ensure that participants are regularly provided with details of services delivered and the amount charged for those services.
- Service Agreements will be consistent with the NDIS' pricing arrangements, guidelines and the requirements of the A New Tax System (Goods and Services Tax) Act 1999 (Cth) regarding the application of the GST.
- Where there is no funding requirement for fees to be charged for services rendered, Full Care Lifetime will charge the participant on a fee for service basis.
- Where a participant has difficulty paying their fees, they are encouraged to discuss this with Full Care Lifetime so that mutually acceptable payment arrangements can be put in place.
- Accounts are calculated each week and are to be paid weekly. Fees are to be paid by online or direct deposit. Cash will not be kept on Full Care Lifetime premises and Full Care Lifetime will not accept cash payments.
- Prices charged to NDIS participants will not exceed the price level prescribed for that support in the NDIS VIC/WA/NSW/QLD/TAS/NT Price Guide. No other charges will be added to the cost of supports provided, including credit card surcharges, additional fees such as 'gap' fees, late payment fees or cancellation fees.
- Receipts will be provided at time of payment and reprints provided upon request. Statements of services provided will be issued by mail or email at the beginning of each quarter for the supports provided in the previous quarter.
- Full Care Lifetime will submit claims for payment to the NDIA within a reasonable timeframe, and no later than 60 days for the end of the support booking.
- Full Care Lifetime's Account Manager is responsible for establishing effective billing processes and efficient payment collection methods. The Accounts Manager will determine appropriate processing timeframes for the following: Agency-managed plans - Payment Request through NDIS Provider

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Portal; Plan-managed plans - Invoice to Plan Management Provider; and Self-managed plans - Invoice to participant.

- Outstanding debts will be reviewed on a weekly basis by the Accounts Manager, who will decide upon the appropriate action to be taken.
- The Accounts Manager will contact debtors regarding overdue payments 15, 22 and 29 days from the date an invoice is issued.

15 days after Issue of Invoice

If the Accounts Manager is successful in speaking to the participant/carer and in gaining assurance of prompt payment, the Accounts Manager will record the promised date for payment in the company's financial management system and email the participant a reminder.

If the Accounts Manager is not successful in gaining assurance of prompt payment, they will email the participant/carer stating services might be withdrawn or terminated if payment is not made within 7 days.

22 days after Issue of Invoice

- If the Accounts Manager is successful in speaking to the participant/carer and in gaining assurance of prompt payment, they will record the promised date for payment in company's financial management system and email the participant a reminder. If appropriate, a payment plan may be agreed.
- If the participant/carer are not contactable, the Accounts Manager will check the participant's file and speak to any of the participant's care staff to check if they are overseas, in hospital, or otherwise unavailable.
- If there is no acceptable reason for non-payment, the Accounts Manager will consider withdrawing/terminating services with immediate effect. If so, they will inform the participant in writing.
- If the participant is self-managing their NDIS plan and there are doubts about the participant's capacity to self-manage, the Accounts Manager will escalate to the Director who will contact the NDIA.
- The Accounts Manager will email a final demand letter requiring payment within 7 days, stating that unless payment is received in that timeframe, recovery will commence through a debt collection agency without further notice.

29 Days after Issue of Invoice

If a debt is not paid within this timeframe, and an agreed payment plan has not been reached, the Accounts Manager/Case Manager will ensure that services are withdrawn or terminated with immediate effect if this has not already occurred.

The Accounts Manager/Case Manager will inform the participant/carer in writing and decide the further action to be taken (for example, arrangements for debt collection, or a repayment plan).

Finalising Debts

The Accounts Manager may accept a reasonable request for payment by instalments, provided agreement is reached on the terms and the timeframes. Such agreements are to be in writing and confirmed by both parties, with a copy provided to the participant and a copy retained on the participant's file.

In the event of a payment default the full amount of the debt will become due for payment and will be referred to Full Care Lifetime's debt collector.

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Prior to referring a debt to a debt collection agency, the Accounts Manager will determine whether this is a financially worthwhile option for Full Care Lifetime.

Monitoring and Review

Full Care Lifetime Management Team will review this policy and procedure at least annually. This process will include a review and evaluation of current practices and service delivery types, contemporary policy and practice in this clinical area, the Incident Register and will incorporate staff, participant and another stakeholder feedback. Feedback from service users, suggestions from staff and best practice developments will be used to update this policy.

Full Care Lifetime Continuous Improvement Plan will be used to record and monitor progress of any improvements identified and where relevant feed into Full Care Lifetime service planning and delivery processes.