## Parties

This **Service Agreement** is for: ­­­­­­­­­­

NDIS#:

DOB:

a client in the National Disability Insurance Scheme and is made between:

|  | **(Client/ Client’s representative)** |
| --- | --- |
| And  **The Provider** | ***WHR Allied Health*** |
|  |

This Service Agreement will commence on **\_\_\_\_\_\_\_\_\_\_\_\_** for a period **12 months** from the date of signature (unless noted otherwise).

As part of our agreement with you, you consent to using funds from your NDIS plan for WHR Allied Health to provide support. WHR Allied Health provides supports within the ‘Capacity Building Supports’ category, which are charged at the rates per the most up to date ‘NDIS Pricing Arrangements and Price Limits’.

If you are using a registered provider & have NDIA-managed funding a service booking will be created to set aside funding from the NDIS Plan for your requested supports. If your NDIS plan has Plan-managed funding, we will provide your chosen Plan Manager with a copy of this Service Agreement so that they set aside funding for your WHR Allied Health requested supports.

**Service booking to be created for the duration of your plan (dates as per plan or as nominated):**

* For the amount of ­­­­$ **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* Dates for service (typically aligned with plan dates) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Please advise how your claims will be processed, circling your preference as detailed in your current NDIS Plan:

* Self-management
* NDIA-managed funding
* Plan-Managed Funding.

*Please advise the name of the Plan Manager and provide their requested email address for invoice submission*: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the Client’s National Disability Insurance Scheme (NDIS) plan.

The Parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

* Support the independence and social and economic participation of people with disability, and
* Enable people with a disability to exercise choice and control in pursuing their goals and the planning and delivery of their supports.

**Commitment to the Safety of Children and Young people**

**WHR Allied Health has zero-tolerance for child abuse.**

WHR Allied Health is committed to providing a safe environment where children and young people are safe and feel safe, and their voices are heard about decisions that affect their lives. Particular attention will be paid to the cultural safety of Aboriginal children and children from culturally and linguistically diverse backgrounds and the safety of children with a disability.

Every person involved in WHR Allied Health is responsible for understanding the important and specific role they play individually and collectively to ensure that the wellbeing and safety of all children and young people is at the forefront of all they do and every decision they make. Our team are trained, supported and required to make reports to Child Protection and the NDIS Quality and Safeguard Commission where concerns exist.

**Responsibilities of Provider**

The Provider agrees to:

* Review the provision of supports at least quarterly with the Client, if they have allocated hours for service, and this is required.
* Once agreed, provide supports that meet the Client’s needs at the Client’s preferred times.
* Communicate openly and honestly in a timely manner.
* Treat the Client with courtesy and respect.
* Consult the Client on decisions about how supports are provided including explaining how the activities/interventions represent the best use of their funds.
* Give the Client information about managing complaints – ‘How to make a complaint.’
* Listen to the Client’s feedback and resolve problems quickly.
* Give the Client a minimum of 48 hours' notice if the Provider has to change a scheduled appointment to provide supports. If your therapist is sick, we will seek to replace them with an alternate therapist if deemed suitable by the client.
* Give the Client the required notice if the Provider needs to end the Service Agreement (see ‘[Ending this Service Agreement](#_Ending_this_Service)’ below for more information).
* Protect the Client’s privacy and confidential information.
* Provide supports in a manner consistent with all relevant laws, including the [National Disability Insurance Scheme Act 2013](http://www.comlaw.gov.au/Current/C2013C00388) and [rules](http://www.comlaw.gov.au/Current/C2013A00020/Enables), and the Australian Consumer Law; keep accurate records on the supports provided to the Client.
* Issue regular invoices and statements of the supports delivered to the Client (where claims are not processed directly within the NDIS Portal).
* Abide by the NDIS and AHPRA Codes of Conduct & NDIS Practice Standards as a registered NDIS provider.

## Responsibilities of client

The client agrees to:

* Inform the Provider about how they wish the supports to be delivered to meet their needs.
* Treat the Provider with courtesy and respect – this extends to the client's family/other stakeholders. Abuse of our team will not be tolerated.
* Talk to the Provider if you have any concerns about the supports being provided.
* Give the Provider a minimum of 48 hours’ notice if the Client cannot make a scheduled appointment; and if the notice is not provided by then, the Provider’s cancellation policy will apply (See below).
* Give the Provider the required notice if the Client needs to end the Service Agreement (see ‘[Ending this Service Agreement](#_Ending_this_Service)’ below for more information), and
* Let the Provider know immediately if the Client’s NDIS plan is suspended or replaced by a new NDIS plan or if the Client stops being a Client in the NDIS.
* Ensure they understand the commitment required to attend group programs, including asking questions about the purpose of the group, outcomes expected for the client attending the group, when, where and what time they are to be available (including parent sessions) to participate in group sessions.
* Participate in a thorough intake process before engagement in any WHR Allied Health Group Programs to ensure all questions have been asked and the commitment required for the best outcomes to be achieved.
* Give the Provider a minimum of two weeks’ notice before the group commences, If the client cannot continue with the group program. This is to ensure enough people are attending to maximise outcomes for participants.
* WHR groups are kept deliberately small for clients to achieve the best outcomes. Groups have 4 – 6 participants, and when a client cannot proceed with short notice, it may mean the group cannot proceed or other participants are charged at higher ratioed rates if another client cannot fill the spot.
* If a client withdraws from a group program after commencement, they will be charged for the pending 2 sessions unless a replacement attendee can be substituted into their allocation.

## Students

WHR Allied Health is committed to supporting tertiary students to expand and develop their skills. Occasionally, your therapist may have an Allied Health student observing your sessions and assisting in providing support/interventions. At all times, the student will be acting under a qualified therapist's supervision. Please advise your therapist if you do not wish for this to occur.

## Costs of Services

All NDIS services are charged at the rates outlined in the current NDIS Price Guide.

WHR Allied Health works with clients who have their funds managed by the NDIS and clients who self-manage or have a Financial Intermediary. Our internal billing process sees invoices generated weekly. Invoices provided to clients who are self-managing or who have Financial Intermediaries include the specific dates of service and a summary of services provided on that date. Invoices are also offered in the preferred format upon direction/liaison with the client or their financial intermediary. Additionally, all supports provided to/for the individual will be invoiced against their plan. Supports that are provided to clients that will be invoiced against their plan can include:

* Assessment (Standardised/non-standardised) and associated completion of reports – Initial assessment reports, Intervention plans, progress reports, standardised assessment reports
* Provision of interventions.
* Maintenance of health records (notes/documentation).
* Travel to/from client-related sessions. *Hourly rate is applied to travel for OT, and Physiotherapist Travel up to the MMM allowance. Travel beyond this is charged at the per/km rate.*
* whilst the per km rate is charged for Therapy Assistant sessions. Please note that travel is apportioned to clients to limit this cost where possible.
* Development of resources for the individual.
* Contact with families, support coordinators, other treaters, schools, NDIS representatives, suppliers. This includes all forms of communication – telehealth, phone, email, fax, and case conferences.
* Development/modification of Therapy Assistant programs for individuals
* Reviewing client reports (provided by other treaters).
* Cancelled sessions.

*Contact with our administration team, simple referral intake, contact with financial intermediaries, arranging/confirming appointments, and development of non-client specific/customised resources do not attract charges.*

*Any fees charged to a client will be classified within the invoice as being ‘Standard Service, Travel, Report Writing, Non-Face to Face or cancelled.’*

**Travel**

The majority of supports provided by WHR Allied Health therapists will be provided in a client’s home, in our clinic spaces, within the local community or via Telehealth. This Service Agreement between WHR Allied Health and the client details that travel costs are to be claimed. Travel is charged to cover costs of getting to and from community-based clients and recognises that we cannot provide support to other clients at this time. We endeavour to minimise these costs (noting that we’d much prefer to be seeing clients than sitting in the car).

Where clinically appropriate, we will group clients in the same geographical area with a specific therapist so costs can be apportioned fairly. Providers can also claim for the time spent travelling from the last participant to their usual place of work. If there is a reasonable option to decrease this time, i.e., the therapist’s home office is closer than the head office, and you are the final client for the day, they may determine it is appropriate to charge you the lesser amount.

Therapy Assistants are not paid an hourly rate for travel to and from client sessions; they are paid at the relevant Modern Award Allowance rate. Accordingly, client sessions with Therapy Assistants are charged for the kilometres travelled by the Therapy Assistant. Kilometres are charged at $0.85.

## Schedule of supports

The Provider agrees to provide the Client with support as per their Plan or as requested. Where there is a recommendation that these hours be increased, this will need to be confirmed by the client or their representatives by phone/writing/email and reflected in updated information made available in any service bookings. Additional expenses (i.e., things that are not included as part of a Client’s NDIS supports) are the Client's responsibility and are not included in the cost of the supports. These will be invoiced directly to the client where relevant.

## Payments

The Provider will seek payment for their provision of supports within one week after being provided. One or more of the below paragraphs may apply:

If the funding for any of the supports provided under this Service Agreement is managed by the Client: The Client has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the Provider will send the Client an invoice for those supports for the Client to pay. The invoice outlines the dates, duration, and types (NDIS Support Codes) of supports provided (including travel to and from the office, report writing, and liaison with parties relevant to supports). The Client/Client’s nominee will need to advise the Provider if they prefer invoices to be posted or received by email. The Client will pay the invoice via direct deposit or online credit card payment (Stripe) within seven days of the invoice being provided.

*or*

If the National Disability Insurance Agency manages the funding for any of the supports provided under this Service Agreement: The Client has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, the Provider will claim payment for those supports weekly via MyPlace

*or*

If a Registered Plan Management Provider manages the funding for any of the supports provided under this Service Agreement: The Client has nominated their Plan Management Provider to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the Provider will claim payment for those supports from the Registered Plan Management Provider.

## WHR Allied Health Cancellation Policy

Appointments that are cancelled with at least 48 hours' notice will be rescheduled at a time convenient to both parties, and no charges will apply.

Clients are required to provide a minimum of 48 hours' notice if the Client cannot make a scheduled appointment. A short notice cancellation is where the client does not show up for a scheduled session within a reasonable time (15 minutes late) or is not present at the agreed place and within a reasonable time when the provider is travelling to deliver the support.

**WHR Allied Health ‘Program of Support/Groups’ Cancellation Policy**

WHR Allied Health Group Facilitators will engage in a thorough intake process with the client to ensure clients will benefit from participating in group programs before commencement. During the intake process, WHR Allied Health will endeavour to ensure a good fit for achieving the client’s individual goals within the group program format.

As per ‘Responsibilities of the Client’, clients are required to provide a minimum two weeks’ notice period if they can no longer commit to the whole program. Withdrawal for Group programs within two weeks may result in charge of total program fees. WHR Allied Health will endeavour to provide supports to enable clients to continue participation in the full schedule of our programs. After commencement, withdrawal from the program will result in invoicing for the total group program.

## Changes to this Service Agreement

If changes to the supports or their delivery are required, the Parties agree to discuss and review this Service Agreement. The Parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the Parties.

## Ending this Service Agreement

Should either Party wish to end this Service Agreement, they must give two weeks’ notice.

If either Party seriously breaches this Service Agreement, the notice requirement will be waived.

## Feedback, complaints and disputes

### If the Client wishes to give the Provider feedback, including advice that they are unhappy with the service, the Client or their family can talk to Brad Dent (WHR Allied Health Managing Director) on 0422 573 795, by email: [Brad@whralliedhealth.com](mailto:Brad@whralliedhealth.com) or by mail: WHR Allied Health Feedback (PO Box 895, Torquay, Vic, 3228). You should also know that it’s OK to complain. If you need advice or assistance to resolve a complaint about our service and haven’t been happy with our response, you can access independent support fromthe [Health Complaints Commissioner](https://hcc.vic.gov.au/) in Victoria - <https://hcc.vic.gov.au> or the [Health Care Complaints Commission](http://www.hccc.nsw.gov.au/Home) in NSW.

If the Client is not satisfied or does not want to talk to us directly, they can contact the NDIS Quality & Safeguard Commission by calling 1800 035 544. You can also complete a complaint form online <https://www.ndiscommission.gov.au/about/complaints-feedback/complaints>

**Advocacy**

You may benefit from the support of an advocate, and you can review options local to you via the Australian Governments Disability Advocacy Finder, which is located here

<https://disabilityadvocacyfinder.dss.gov.au/disability/ndap/>. By entering your postcode or town, you will have the details available for local advocates, including their areas of speciality and contact details. You may also find the Disability Advocacy Fact sheet beneficial, and this is available to listen to or download here <https://www.dss.gov.au/disability-advocacy-fact-sheet>

## Quality and Safeguard Commission

WHR Allied Health are required to comply with a set of NDIS Practice Standards which we are audited against at intervals determined by the Quality and Safeguard Commission. As part of this process, our auditors will contact a random sample of clients to assess how well we meet the requirements. Per the Quality & Safeguard Commission's advice, all NDIS participants are ‘opt in’ by default. This includes participants making themselves available to file reviews and phone/email/face-to-face interviews. Please indicate your approval/decline of consent, noting that this will not impact WHR Allied Health providing you with support.

Please indicate by marking the appropriate box or adding comments:

|  |  |  |  |
| --- | --- | --- | --- |
| Consent to review file |  | Declined consent to review file |  |
| Consent to participate in the interview, noting a preference for phone, face to face or other if you have a preference | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Declined to participate in the interview |  |

**Contact details**

The Client can be contacted on:

| **Contact details** | |
| --- | --- |
| **Mobile**  **Email** |  |
| **Address** |  |
| **Alternative contact person** |  |

The Provider can be contacted on:

| **Contact name** |  |
| --- | --- |
| **Mobile** |  |
| **Email** |  |

## OR

| **Contact name** | Noelani Le Nevez and Bridget Longley (Administration) |
| --- | --- |
| **Mobile** | 0431 556 720 |
| **Landline** | 03 5261 9037 |
| **Email** | [Admin@whralliedhealth.com](mailto:Admin@whralliedhealth.com) |

## Agreement signatures

The Parties agree to the terms and conditions of this Service Agreement.

|  |  |  |
| --- | --- | --- |
| Signature of [Client / Client’s representative] |  | Name of [Client / Client’s representative] |

|  |
| --- |
| Date |
|  | |  |  |
| Signature of authorised person WHR Allied Health (The Provider) | |  | Name of authorised person from WHR Allied Health (The Provider) |
|  |
| Date |

Verbal Consent provided by client/parent/guardian

***Email/SMS consent will also be deemed acceptable. The relevant confirmation type will be saved within the client's file.***

### Your authority for the collection and distribution of relevant information

**I**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Full name)

**Of** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Address)

**Date of birth:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

am being provided with services by WHR Allied Health and by signing this document

am agreeable to the following detail (completing the relevant sections as required):

**Name** (Participant/Client /guardian): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signed by** (Participant/Client /guardian): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*In the presence of:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Witness**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name of witness:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Verbal Consent provided by client/parent/guardian

***Email/SMS consent will also be deemed acceptable. The relevant confirmation type will be saved within the client's file.***

### Privacy Statement

WHR Allied Health will only collect, use, or disclose your personal information in accordance with the 13 Australian Privacy Principles of the Privacy Amendment (Enhancing Privacy Protection) Act 2012 and the 10 Information Privacy Principles, which are the practical core of the Information Privacy Act 2000 (Victoria). Within this document, Health Information has the meaning given in the Health Records Act 2001 (Vic); Personal Information and Sensitive Information have the meanings given in the Information Privacy Act 2000 (Vic).

WHR Allied Health will always endeavour to ensure that you are informed in relation to all services provided and instances of us requesting information from third parties. We will provide options that may be available and disclose our opinion on their advantages and disadvantages, including what is likely to happen if nothing is done. We will also make recommendations in relation to the supports provided. We will disclose any perceived risk and the seriousness of this risk.

Sensitive waste management (Participant and Organisational Records)

To reduce risks of a data breach (where personal information is accessed by someone unauthorised):

* Shredding is completed onsite at each of the WHR Allied Health offices.
* The shredded paper is placed in the compost bins.
* Printed material containing personal or confidential information is not disposed of in the general waste.
* Computers, computer storage, mobile phones, media, and USB memory keys used to store personal information are disposed of using a qualified, secure E-waste service.

**I authorise and consent to WHR Allied Health requesting, discussing, providing, and obtaining Health Information about me from any third party, including the National Disability Insurance Agency, who holds such information; and use such Health Information for the purposes of providing services to me. I understand that the Health Information may be required for the purposes of assisting in providing my supports and services**

**I authorise and consent to a photocopy or scanned electronic version of this authority is sufficient evidence of my authority and consent to discuss or provide the Health Information requested.**

Where the service is being provided to someone under the age of 18 or where the participant/client is not perceived to have the capacity to consent, this document can be completed by a parent/guardian or a person responsible under the Guardianship and Administration Act 1986 (Vic).

I understand that I may request access to Health Information about me held by WHR Allied Health on 03 5261 9037, save to the extent that the WHR Allied Health is required or authorised by law to refuse to provide access.

Partial Consent

Where there are instances of partial consent (i.e., Participant/Client provides permission to speak with their treating GP, but not their Physiotherapist), the Participant/Client (or the person responsible) can provide this detail below:

Authority and Consent *not* provided to WHR Allied Health to speak with

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Position**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Specific Consent

Where there are instances of specific consent (i.e., Participant/Client provides permission to speak with their school), the Participant/Client (or the person responsible) can provide this detail below:

Authority and consent provided to WHR Allied Health to speak with:

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signed by** (Participant/Client /guardian): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name** (Participant/Client /guardian): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Verbal Participant/Client Consent

*(Worker/Practitioner Use Only)*

*Verbal consent should only be used where it is not practicable to obtain written Consent*

I have discussed with the consumer/consumer’s authorised representative how and why certain information may be shared with other service providers. I am satisfied that this has been understood and that informed consent for the information to be shared as detailed above has been given.

**Signed by Consultant:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name of Consultant:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_