

# Aussie Speech 123

## Service Agreement NDIS

This Service Agreement is for   Jasmine Cruz   a participant of the National Disability Insurance Scheme (NDIS) and is made between the participant (and/or their representative) and   Aussie Speech 123   (ABN: 80 602 022 435).

This Service Agreement will commence on   04/11/2024   for the period to   03/11/2025   for the purpose of providing supports under the participant's NDIS plan.

**Please note: The commencement date of this Service Agreement does not mean clinical services commence on this date. Clinical services commence the date of your initial assessment.**

**Where behaviour support services are engaged and a Behaviour Support Plan containing regulated restrictive practices needs to be developed the date of commencement will be the date a restrictive practice is identified.**

### 1. CONTACT DETAILS

Aussie Speech 123    can be contacted on:

Contact name	James Bond	
Phone	1800 547 638	
Email	justine+jbond@kismet.healthcare	

Participant details:

Participant Name	Jasmine Cruz	
NDIS Number	230119970	
Date of Birth	1997-01-23	
Phone		
Email		
Alternate Contact		
LAC / Support Coordinator	Justine Cabandong	
Plan Manager	Name:	First Choice Plan Management
	Phone:	0423270833
	Email:	invoices@firstchoiceplan.com.au

## 2. SCHEDULE OF SUPPORTS

The Provider agrees to provide the participant with the following supports for the duration of their plan period. The final number of hours required to complete each agreed upon intervention will be outlined in the table below.

Therapy Support	
Speech Pathology	
Description of Supports	
Assessment, Report, Intervention, Care Coordination, Notes and Documentation, Research, Preparation of Resources, Travel	
Funding Category	Payment Information
Improved Daily Living	Registered Plan Manager Provider
Location	Address
Home	117 Moray Street, South Melbourne
Summary	
Speech Pathology: \$193.99 (11hrs)	
Total Hours/Funding	
I do not consent for Aussie Speech 123 to interchange any remaining hours of funding on the same support category between disciplines	

- A minimum of 15 minutes travel, capped at 30 minutes each way metro (capped at 60 minutes travel each way for rural) Return Travel will be charged to the last appointment of the day as per the NDIS price guide, Aussie Speech 123 may charge, in addition to travel time, kilometres and additional costs (such as parking, tolls, or public transport) incurred when traveling to deliver face to face supports. This would be charged to the NDIS against the relevant "Provider Travel - non-labour costs" support item as indicated in the NDIS Pricing Arrangements and Price Limits.
- Additional expenses (i.e. things that are not included as part of a participant's NDIS supports) are the responsibility of the participant and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.
- Students on placement with Aussie Speech 123 may be involved in delivering your clinical services with the support of a therapist. Therapy sessions run by students can be charged to the NDIS at the AHA Level 2 rate if the usual clinician is not present at the appointment. If the usual clinician is present, services will be delivered in line with the NDIS rate for your usual clinician. You have the right to decline student-led services.
- Aussie Speech 123 offers group therapy sessions at an apportioned rate according to the NDIS Price Guide. If you are

interested in group therapy, or your therapist recommends participation in a group, then your hourly rate will be adjusted according to the number of participants in the group. If you have any questions about this, please consult your therapist.

### 3. RESPONSIBILITIES OF THE PROVIDER

The Provider agrees to:

- Provide agreed supports that meet the participant's needs at the participant's preferred times where possible
- Communicate openly and honestly in a timely manner
- Treat the participant with courtesy and respect
- Consult the participant on decisions about how supports are provided
- Have emergency management plans in place to ensure the continuity of services through provisions such as telehealth
- Provide the participant with information about managing any complaints or disagreements
- Treat all incidents seriously and keep the participant informed if they are involved in an incident where required
- Listen to the participant's feedback and resolve problems quickly
- Where possible, give the participant a minimum of two business days' (Monday-Friday) notice if the Provider must change a scheduled appointment to provide supports
- Give the participant the required notice if the provider needs to end the Service Agreement (see '[Service Agreement Termination Policy](#)' below for more information)
- Protect the participant's privacy and confidential information
- Provide supports in a manner consistent with all relevant laws, including the [National Disability Insurance Scheme Act 2013](#), and Australian Consumer Law
- Keep accurate records on the supports provided to the participant
- Issue regular invoices and statements for the supports delivered to the participant
- Refer to our website or request a hard copy of our privacy leaflet and advocacy handout at

### 4. RESPONSIBILITIES OF THE PARTICIPANT/PARTICIPANT'S REPRESENTATIVE

The participant/participant's representative agrees to:

- Inform the Provider about how they wish the supports to be delivered to meet the participant's needs
- Treat the Provider with courtesy and respect, which also includes not making unreasonable demands on Provider staff
- Talk to the Provider if the participant has any concerns about the supports being provided
- Give the Provider a **minimum of two business days' (Monday-Friday) notice** if the participant cannot make a scheduled appointment; and if the notice is not provided by then, the [Provider's cancellation policy](#) will apply
- Give the Provider the required notice if the participant needs to terminate the Service Agreement (see '[Service Agreement Termination Policy](#)' below for more information)
- Let the Provider know immediately if the participant's NDIS plan is suspended or replaced by a new NDIS plan, or the participant stops being a participant of the NDIS
- Be responsible for the payment of services, adhering to **14-day payment terms** from date of invoice receipt. Failure to do so may result in cessation of services until accounts are paid in full.
- For participants under 18 years, the Parent/Carer/Guardian of the above-mentioned Participant, must remain on site for all Appointments to ensure appropriate supervision as required.

- Obtain written consent and permission from \_\_\_\_\_ prior to the taking of any photography or recording including: video, images and audio recordings of our staff or students, our office sites and all aspects of service delivery.
- \_\_\_\_\_ must consent to the use and disclosure of any photography or recordings as outlined above including the sharing of these on social media. \_\_\_\_\_ reserves the right to withdraw consent for the use of any photography or recordings as outlined above at any time. Requests can be made by emailing \_\_\_\_\_

## 5. CONSENT FOR SERVICES

The participant/participant's representative agrees to:

- Authorise \_\_\_\_\_ to provide allied health support, which may include assessment, intervention and providing recommendations, resources and training as appropriate to goals.
- Understand the results of the assessment and understand the recommendations will be discussed with the participant and/or representative.
- Understand that services provided by \_\_\_\_\_ are in line with the current NDIS price guide and will reflect the costings in the current price guide.
- \_\_\_\_\_ clinicians supervising my sessions for training and onboarding purposes and understand that I can withdraw this consent at any time. In these instances I will be advised in advance and give verbal and/or written consent prior to any clinical sessions taking place and that my personal and health information will be kept confidential.

The participant/participant's representative do not consent to shadowing sessions.

## 6. AUTHORITY TO OBTAIN AND RELEASE INFORMATION

The participant/participant's representative authorises \_\_\_\_\_ to obtain and release information related to NDIS goals and support. \_\_\_\_\_ is authorised to:

- Obtain information and/or records from relevant agencies and individuals, e.g. NDIS, Support Coordinators, treating therapists and/or medical practitioners
- Release information and/or records to relevant agencies and individuals.
- Discuss pertinent information with representatives of relevant agencies and individuals as such information relates to the participant. The participant/participant's representative are able to modify or withdraw this consent by completing a Withdrawal of Consent Form available by contacting \_\_\_\_\_.

The participant/participant's representative understands that \_\_\_\_\_ will inform relevant persons prior to releasing information to a third party.

Please refer to our privacy policy for further information around disclosure of information.

The participant/participant's representative do not consent for their information to be released to the following persons for third parties.

## 7. CONSENT FOR CLINICAL IMAGERY

\_\_\_\_\_ clinicians may take photos, video recordings or audio recordings of participants, hereinafter referred to as "clinical images", for the purposes of progress review and reporting and overall clinical management related to the participant's goals and support.

Clinical images are considered health information and will be treated with the same privacy and confidentiality as any other health record or information. They will only be taken with appropriate consent, stored securely and only disclosed in accordance with the consent given. The participant/participant's representative have the right to consent to or refuse the collection, use and

disclosure of clinical images. By signing this Service Agreement, the participant/participant's representative authorises

To collect and release clinical images related to the participant's goals and support, unless the box below is ticked:

The participant/participant's representative do not consent for their clinical images to be collected.

The participant/participant's representative can modify or withdraw this consent by advising Better Rehab in writing at any time.

## 8. CANCELLATION POLICY

Better Rehab maintains the right to apply a cancellation fee where insufficient notice is provided and alternate work is unable to be allocated to the supporting clinician. Where alternate work can be allocated to replace the booked time a cancellation fee will not be incurred.

A cancellation fee of 100% (at the hourly rate above) will be incurred for the duration of the scheduled session if less than two business days' (Monday-Friday) notice is provided. If you do not attend your appointment or you are not available for your appointment without calling or cancelling prior, a cancellation fee as outlined above and the clinicians travel time will be charged.

Better Rehab at its sole discretion may waive the cancellation fee pertaining to certain situations where the notice period was unavoidable such as hospitalisation.

## 9. CHANGES TO THIS SERVICE AGREEMENT

Should there be a change in support requirements not included in this service agreement, consultation will occur between the parties. The parties agree that any changes to the supports or delivery will be in writing, signed and dated by the parties.

Better Rehab maintains the right to amend the service agreement from time to time in line with the NDIS guidelines. This includes but is not limited to the schedule of supports, price structure, travel, and cancellation policies. Where an amendment is to be made in relation to these items Better Rehab will provide the participant with written confirmation; and a notice period of 14 days prior to any changes being implemented.

## 10. SERVICE AGREEMENT TERMINATION POLICY

Better Rehab maintains the right to cease services based on the following termination conditions:

- Three instances of cancellation of a scheduled appointment without the minimum two business days (Monday-Friday)' notice
- Incorrect or incomplete disclosure of risks during initial risk assessment screening
- Sexual harassment and other discriminatory behaviour towards Provider staff
- Violence, abuse or threats (verbal or physical) towards Provider staff
- Unreasonable conduct that, because of its nature or frequency, raises substantial health, safety, resource or equity issues for Provider staff. Refer to the *Unreasonable Complainant Conduct Policy and Procedure*
- Conditions of this service agreement are breached
- If we attempt to contact you three times and are unable to, we will send a letter giving you a timeframe to contact us. If we do not hear from you, you may be discharged from our service

If a participant wishes to terminate this service agreement, they must do so in writing. This must be sent via the participant or their authorised representative only.

## 11. FEEDBACK, COMPLAINTS AND DISPUTES

welcomes any feedback regarding our service provision, either negative or positive, as it helps us continually strive to improve the care we provide. In the first instance, we encourage you to speak directly to your clinician regarding your feedback. Alternately, the participant can send an email to

If the participant is not satisfied or does not want to talk to the Provider directly, the participant can contact the National Disability Insurance Quality and Safeguard Commission by calling 1800 035 544 or visiting [ndiscommission.gov.au](https://ndiscommission.gov.au) for further information.

supports the right of the participant to engage an advocate. For more information about the use of advocates, please refer to the Advocacy Handout in your Welcome Pack.

## 12. REPRESENTATIVE AUTHORITY (IF REQUIRED)

I hereby give my representative, \_\_\_\_\_ (full name of representative) the authority to;

Sign documents pertaining to my NDIS package

Advocate and speak with \_\_\_\_\_ (and other third parties listed above) on my behalf

This must be consented by the participant. If they are unable to sign this document:

## 13. Verbal consent or gesture of the participant observed by the clinician from Provider

## 14. AGREEMENT SIGNATURES

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

**Troy Cruz**

Signature of [*participant/participant's representative*]

12-11-2024 04:23 UTC

Date

**Jasmine Cruz**

Name of [*participant/participant's representative*]

Nominee plan cited

**Travis Smith**

Signature of authorised person from Provider

12-11-2024 02:03 UTC

Date

**Travis Smith**

Name of authorised person from Provider

