

SPIN CLINIC NDIS Service Agreement

Parties:

This Service Agreement is made between Spin Client and Provider.

Provider:

SPIN CLINIC

ABN 85 884 043 042

Last updated:

24/10/2024

Purpose:

This service agreement is made for the purpose of providing supports under the participant's National Disability Insurance Scheme (NDIS) plan or Home Care Package. A service agreement is an agreement between you and your provider that makes it clear what you have both agreed to. It is covered by Australian Consumer Law. For example, what supports will be delivered and how they will be delivered.

Terms and Conditions:

- This agreement is made according to the rules and goals of the NDIS.
- The parties agree that the Service Agreement is made in the context of NDIS and its aims, and SPIN Clinic's purpose to fulfill the below services and supports:
 - Support the independent, social, and economical participation of people with a disability.
 - Enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

The participant acknowledges that as of writing, SPIN Clinic is an unregistered NDIS provider and may use subcontractors to provide services.

Responsibilities of the Provider:

The provider agrees to:

- Communicate openly, honestly, and promptly, always treating the participant with respect, collaborating on decisions, and consulting the participant about decisions and how supports are provided.
- To disclose how supports will be provided, when supports will be provided, who will provide supports, how long supports will be provided for, and the associated cost.
- Review the provision of supports on an annual basis or as required by the participant.
- Once agreed, provide Speech Pathology supports that meet the participant's needs at the participant's preferred times. All attempts to provide timeslots and therapy preference modality will be adhered to, however, the participant understands the demand of such requests may not always be granted.
- Give the participant information about grievance handling such as complaints management.
- Provide copies of any relevant policies upon requested, and as granted necessary for the provision of care by SPIN Clinic.
- Keep their personal information private, take measures to protect their confidential information.
- Provide support in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law; keep accurate records on the support provided to the participant.
- Provide regular invoices for the supports provided.
- Uphold the participant's legal and human rights.
- Give the participant the required notice if the provider needs to end the service agreement.

SPIN Clinic has policies and procedures that support, empower, and acknowledge the individual's human rights. As a speech pathology-founded company, we believe that communication is a human right, and we are happy to help

support participants to understand this information in modalities beyond written information, that support your receptiveness and ability to express your needs. If you have a communication impairment, we are happy to discuss multimodal modalities to improve the quality of information.

Responsibilities of the Participant, or Participant's Representative:

As an individual using SPIN Clinic services, we ask you to please ensure the following.

- Treat SPIN Clinic staff with respect, kindness, gratitude, and collaboration.
- Abide by the terms of your agreement with us.
- Accept responsibility for your actions, choices, and risks involved.
- Provide SPIN Clinic with any relevant information necessary for providing accurate and timely services, either prior to commencing therapy or during the course.
- Update the service on circumstances; within 7 days for any support or plan changes, including changes to funding, and immediately within 45 hours if your NDIS plan is suspended or replaced.
- Promptly pay the agreed amount for the services provided inclusive of direct and indirect supports following SPIN Clinic issuing an invoice. Follow the payment instructions on the invoice. Failure to pay on time will occur a processing fee of \$25 per day that the payment is late.
- Ensure their accounts are paid on time, and in full following each service.
- Provide SPIN Clinic with a minimum of 48 hours notice when you will not be home for your scheduled service or a late cancellation fee will be charged. Late cancellation
- Understand that staff are only authorized to perform services associated with the agreed support, the health professional's code of conduct and are only authorized to perform the number of hours and tasks outlined in this service agreement.

During home consultations ensure the following:

- Your pets are secured.
- Smoke-free working environment.
- Dangerous items, personal are removed.
- Keep noise levels to a minimum or secure a quiet area in the home.
- You participate in safety assessments of your home (if relevant).
- You advise us of any other dangers, hazards, or distractions in your home that may compromise the safety of the worker and effectiveness of the therapy including noise pollution.
- Have a table, chairs, and area suitable for conducting therapy i.e., living/dining room, kitchen bench.

What supports are being provided:

"Disability-related health supports" are activities that relate to the disability-related health needs of a participant whether the care is not the usual responsibility of the health/hospital system, such as allied health. These support items can be delivered to individual participants subject to the rules set out in the NDIS Pricing Arrangements and Price Limits.

Supports in this Service Agreement cover Speech Pathologists, and Speech Pathology Assistants, which are operating under the delegation and supervision of a Certified Allied Health Professional. A schedule of supports will be sent to each participant engaging with SPIN for assessment and therapy services outlining the types of supports, their associated cost, and frequency.

The engaged Speech Pathologist or Speech Pathology Assistant as per this contract can claim for any of the following.

- **Assessment/Therapy** appointments in a mobile clinic, physical clinic or via telehealth \$193.99 per hour
- **Non-face-to-face support provision.** This includes reports, Non-Face-Face client-specific administration including assessment analysis and interpretation, planning and evaluating supports, phone calls with providers, resource development, report writing, and correspondence with client providers \$193.99 per hour. Charged in 15min intervals. *General phone calls, emails that don't include client management or client related information may not be charged. The provider reserves the right to determine relevancy and applicable charge.*
- **Short notice cancellations** that are charged at full session cost \$193.99.
- **Provider travel** non-labour costs i.e., tolls as per NDIS pricing guideline \$0.97 per km.

- **Indirect session costs** of an extra 15 mins will be applied to every NDIS client from January)

Please note these are baseline quotes and can change depending on the support needs of the participant i.e., you may not incur a full travel fee, packages may differ depending on service and funding providers.

Payments:

SPIN Clinic will seek payment after the participant receives support inclusive of direct and indirect supports. As per the cancellation policy – the full payment fee is charged in the event of a breach of the cancellation policy i.e., no show, late notice. Any payment issues or delays should be immediately discussed with the provider in writing.

Accounts Payable – Payment policy:

Self-Managed NDIS plans:

- If the funding for any supports provided under this service agreement from SPIN Clinic is managed by the participant under a self-managed NDIS plan, the provider will send all invoices directly to the participant/or NOK.
- The participant/NOK will pay the invoice within 48 hours after being issued an invoice.

Plan Managed NDIS plans:

- If the funding for any of the supports provided under this service agreement from SPIN Clinic is managed by a plan nominee (the participant's nominee managed the funding supports), after providing said supports, the provider will send the nominee an invoice to pay on behalf of the participant.
- The nominee will pay the invoice within 7 days after being issued an invoice.

NDIA Managed plans:

- If the funding for any of the supports provided under this service agreement from SPIN Clinic is managed by the National Disability Insurance Agency (i.e., the participant nominated the NDIA to manage funding for supports), after providing said supports, the provider will claim payment directly from the NDIS.

Home Care Packages:

- If the funding for any of the supports provided under this service agreement from SPIN Clinic is managed by a home care package provider, after supports are delivered, the provider agrees to pay the invoice within 7 days after being issued an invoice.

Legal Statement:

NDIS:

A supply of supports under this service agreement is of one or more reasonable and necessary supports specified in the statement of supports included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the participant's NDIS plan currently in effect under section 37 of the NDIS Act.

Home Care Agreements:

A home care agreement is a legal agreement between you and the home care service provider. It sets out how the service provider will provide or organise services, who will provide them and how much they will cost.

You may be provided a care plan and an individualised budget.

This service agreement provides a care plan of supports provided, their cost, the policies and procedures for SPIN Clinic only.

Changes to the Service Agreement:

If changes are needed (both minor and major) the participant/their representative are to notify the clinician within 7 days of receiving the service agreement. A meeting will be held to discuss the changes and proposed changes. Minor changes may not deem necessary to change the entire plan. SPIN Clinic reserves the right to decide what changes are necessary or not appropriate.

Ending the Service Agreement:

Should either party wish to end this service agreement they must give 4 weeks' notice, to allow for the current provider to complete care, handover and complete necessary documentation. This allows time for the participant to find a new provider if needed. Full payment is required up until your notice period including any missed sessions due to holidays, short notice cancellations, client being unavailable. It is the client/participant or representatives' responsibility to ensure their invoices are paid in full and up to date prior to the notice period ending. If either party seriously violates the service agreement, the requirement of notice will be waived, or shortened as seen fit.

Disruption to Service:

SPIN Clinic recognises that at times there are circumstances out of our control such as emergencies, disaster, sickness, or misadventure where services may need to be altered from either party. In this event please refer to SPIN Clinic's cancellation policy and the following:

- Parties to discuss possible disruption as soon as possible by phone or email.
- First priority should be to perform the duties over telehealth or discuss alternative times for the appointment.
- Discuss how long alternative arrangements are needed.
- Send a follow-up email with confirmation of the changes agreed.

Provider's Contact Details:

Name: SPIN Clinic
Phone: 0415 918 852
Email: Info@spinclinic.com.au
ABN: 85884043042

Agreement:

The parties agree to the terms and conditions laid out in this service agreement.

Participant

Name:
DOB:
Date: [Insert Date]

Participant Representative (if applicable)

Name: [Insert Participant Representative Name]
DOB: [Insert Participant Representative Date of Birth]
Date: [Insert Date]

Signature: _____

Full name of Person signing: _____

Schedule of Supports:

Service Description	Ratio	Rate	Unit of Measure	Units	Frequency	Direct Service Fee
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Support Purpose	Support Category	Subtotal
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