

Service Agreement for the Provision of NDIS Supports



[last updated 25 March 2020]

Start Date:			
Term:	This agreement runs for an initial term of 12 months and will then automatically renew in accordance with clause 9 unless ended on earlier notice		
Parties			
Service Provider:	Occumax Pty Ltd ABN 85 632 968 912 <i>Referred to in this agreement as Occumax, Provider, us, we, our etc</i>		
Address:	Unit 5 Nexus Business Park, 16 Transport Avenue, Paget Queensland 4740 PO Box 11140, Mackay Canelands QLD 4740		
	Phone:	(07) 4818 0445	Email: admin@occumax.com.au
	Fax:	(07) 4818 0446	
Participant:	Name:		
	Date of Birth:		
	NDIS Number:		
	<i>Referred to collectively with the Participant's Representative in this agreement as Participant, you, your etc</i>		
Participants Representative:	Name:		
	Address:		
	Contact Number:		
	Email:		
Purpose of this agreement:	<p>This agreement is entered into for the purpose of providing support services to the Participant that are deemed to be reasonable and necessary under the Participant's NDIS plan.</p> <p>The parties agree that this agreement is made in the context of the NDIS, which is a scheme that aims to:</p> <ol style="list-style-type: none"> support the independence and social and economic participation of people with disability, and enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports 		
Does the Participant agree to provide Occumax with a copy of their NDIS plan?	<input type="checkbox"/>	YES	If No, see below
	<input type="checkbox"/>	NO	

If you have chosen not to share your current NDIS plan with Occumax:	The Participant confirms that:	
	Your plan ends on _____	
	You would like to use the following plan support categories at Occumax:	
	<input type="checkbox"/> Core supports	<input type="checkbox"/> Improved daily living
	<input type="checkbox"/> Assistive technology	
You are seeking supports from Occumax to achieve the following plan goals:		
NDIS Goal 1:		
NDIS Goal 2:		
Schedule of Supports:	Occumax agrees to provide the Participant the following supports:	
	<input type="checkbox"/> Occupational Therapy	<input type="checkbox"/> Therapy/Allied Health Assistant
	<input type="checkbox"/> Speech Pathology	<input type="checkbox"/> Training For Carers/Parents
	<input type="checkbox"/> Social Work	<input type="checkbox"/> Assistive Technology
	<input type="checkbox"/> Early Childhood Educator/Teacher	<input type="checkbox"/> Consumables
If the Participant is under seven years of age, do you wish to have your Early Childhood Intervention Supports delivered using the Key Worker Model? For more information please visit http://www.occumax.com.au/key-worker-model .		
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The Participant agrees that Occumax will provide supports under the following NDIS support categories and up to the nominated budget:		
	<input type="checkbox"/> Improved Daily Living (IDL)	<input type="checkbox"/> I want to use my whole IDL plan budget with Occumax.
		<input type="checkbox"/> I nominate to use \$_____ from my IDL budget with Occumax
	<input type="checkbox"/> Assistive technology items	\$_____ <i>insert amount</i>
	<input type="checkbox"/> Core - Disability-related health supports delivered by allied health professionals	<input type="checkbox"/> I nominate to use \$_____ from my IDL budget with Occumax
	<input type="checkbox"/> Consumables	Variable depending on individual items but no more than \$_____ <i>insert amount</i>
Occumax agrees to provide these supports for:	<input type="checkbox"/> The duration of the plan	<input type="checkbox"/> Until the following date:
		<i>insert date</i>
Payment Type:	<input type="checkbox"/> NDIS Funding managed by the NDIA <input type="checkbox"/> NDIS Funding Managed by a Plan Management Agency <input type="checkbox"/> NDIS Funding Self-Managed by the Participant	

Terms and Conditions of our services:

We offer to provide our services to you pursuant to these terms and conditions, and on requesting our services, you agree to be bound by these terms and conditions. Please read these terms carefully and let us know if there are any parts you do not understand.

The information schedule completed as part of requesting our services, including your personal details and your selection of our schedule of supports, form part of this agreement. You can request a copy at any time.

When you enter into this agreement for services, all parties agree to accept email confirmation or typed or electronic signatures as binding signatures for the purpose of this agreement. These terms and conditions will be binding even if not signed, if, after we have provided a copy of this agreement to you, you ask us to provide supports.

1 Services

- 1.1 The parties recognise that the needs of the Participant may change over time and the Schedule of Supports needs to be flexible to allow the Participant to achieve their plan goals. If changes to the supports or their delivery are required, the parties agree to discuss and review the Schedule of Supports.
- 1.2 The parties agree that any changes to the Schedule of Supports will be in writing, signed, and dated by the parties. The parties agree to accept email confirmation, typed or electronic signatures as binding for any changes.

2 Pricing

- 2.1 Our current supports, corresponding prices and inclusions can be found on our website at <https://www.occumax.com.au/pricing/>.
- 2.2 The NDIS rate applies to all NDIS participants, irrespective of how your plan is managed. This is because all services purchased through NDIS funding are delivered by services that meet the National Quality & Safeguard Commission's NDIS Practice Standards. If you are an NDIS self-managed participant and you have exhausted your plan budget and choose to continue paying privately for services, a new service agreement will need to be negotiated with Occumax before you can be offered the private fee paying client rate.
- 2.3 Unless otherwise indicated, Occumax prices are GST inclusive (if GST applies) and include the cost of providing the supports.
- 2.4 Changes to Fees
 - (a) When the NDIS publishes an updated NDIS Price Guide for Queensland on their website, Occumax reserves the right to change the Support fees listed on our website by the same increase as the NDIS has published. Occumax do not need to give you notice of these price increases.
 - (b) The NDIS Price Guide for Queensland can be found by visiting <https://www.ndis.gov.au/providers/price-guides-and-information>.
 - (c) For any other price changes, Occumax agrees to give the Participant four weeks' notice of a fee increase if it will occur during the term of this agreement.
- 2.5 Additional expenses
 - (a) Additional expenses are things that are not included as part of a Participant's NDIS supports.

- (b) Additional expenses are the responsibility of the Participant or the Participant's representative and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals, etc.

1.2 Travel to Off Site Therapeutic Supports

- (a) Where Occumax must travel to deliver therapeutic supports, the costs of travel are charged in accordance with the NDIS Price Guide for Queensland, applicable when the support was delivered. The Price Guide can be found at <https://www.ndis.gov.au/providers/price-guides-and-information>.
- (b) Return travel is charged at the rate of the therapy appointment. Travel is capped at 30 mins each way for Mackay area visits and 60 mins each way for regional areas. Remote areas by negotiation. Where possible, therapists try to cluster appointments with other clients so that travel costs can be shared.

1.3 Participant Transport

- (a) Where Occumax provides transport to the Participant during a support session, the Participant is required to personally pay a transport fee of \$0.78 per kilometre.

2 Goods and Services Tax (GST)

2.1 Services provided by allied health professionals and supports that are deemed to be reasonable and necessary according to a Participant's NDIS plan are GST-free under Australian taxation legislation.

2.2 For the purposes of GST legislation, the Parties confirm that:

- (a) a supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement 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;
- (b) the Participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- (c) the Participant will immediately notify Occumax if the Participant's NDIS Plan is replaced by a new plan or the Participant stops being a Participant in the NDIS.

3 Payments

3.1 At all times, regardless of the manner of payment, you agree to act in good faith and complete the necessary steps or documents to ensure we are paid for our services, promptly.

3.2 For NDIS Participants purchasing services with NDIS funding

- (a) If you have nominated the NDIA to manage the funding for supports provided under this Service Agreement, Occumax will seek payment from NDIA for the provision of supports, after you confirm satisfactory delivery of the support. You agree to promptly confirm satisfactory delivery of a support. If you have exhausted your NDIS plan budget, you agree to pay for all supports as a private paying client.
- (b) If you have nominated a Plan Management Agency to manage the funding for supports provided under this Service Agreement, Occumax will seek payment from your nominated Plan Management Agency for the provision of supports, after you confirm satisfactory delivery of the support. You

agree to promptly confirm satisfactory delivery of a support. You agree to tell us who your Plan Management Agency is and notify us if you change agencies.

Occumax will extend seven day payment terms to the participant's Plan Management Agency. If the Plan Management Agency fails to pay the invoice within seven days, the participant will be required to settle the account as a private paying client. Future appointments will be cancelled until the participant's account is settled.

- (c) If you have chosen to self-manage the funding for supports provided under this Service Agreement, payment must be made at the time of supply of the services under this agreement. Payment can be made by phone when making a booking, or at the counter when attending the clinic. If payment on the day of the supply of services is likely to cause you significant financial hardship, you may apply for a seven day account with Occumax. Failure to pay your account within our payment terms will result in future appointments being cancelled until the account is settled.

4 Cancellation Policy

- 4.1 You agree to pay applicable cancellation fees if you fail to give the required notice or do not attend your scheduled appointment.
- 4.2 You agree where possible to give Occumax ten (10) business days' notice if you need to cancel, reschedule or if a Participant cannot attend a scheduled appointment.
- 4.3 Occumax has adopted NDIS' temporary COVID-19 pandemic response changes to cancellation fees and the definition of short notice cancellations until further notice. At an absolute minimum you must notify us of changes to your appointment no later than ten (10) clear business days before your appointment or we will charge you a cancellation fee. This is a strict 'no exceptions' cancellation fee policy.
- 4.4 If a Participant misses an appointment or cancels an appointment with less than ten (10) clear business days before the scheduled appointment, a cancellation fee will be charged at 100% of the fee that would have been payable for the cancelled appointment. This is in accordance with the NDIS Price Guide for Queensland.
- 4.5 Occumax may agree to waive the cancellation fee if you attend a make-up appointment or phone consultation in the five (5) business days immediately following the date of your missed appointment.
- 4.6 Waiting List Allocation
 - (a) You understand that if you fail to attend appointments three (3) times or do not give adequate notice of appointment cancellations three (3) times, your appointment bookings may be cancelled, and you may be reassigned to the waiting list.
- 4.7 Severe Weather Events
 - (a) In the event of flooding, cyclones or other weather events that may hinder your ability to attend an appointment (and a phone consultation is not realistic), your child's therapist may choose to waive cancellation fees at their discretion.
 - (b) In the event of inclement weather, please check our answering machine for office closure details. Occumax will close based on the advice of the Bureau of Meteorology and local government. Note that Occumax does not close based on the directives of Education Queensland to schools.

5 Responsibilities of Occumax

5.1 Occumax agrees to:

- (a) Review the provision of supports with you at least every three (3) months.
- (b) Once agreed, provide supports that meet the Participant's needs at your preferred times.
- (c) Communicate openly and honestly in a timely manner.
- (d) Treat the Participant with courtesy and respect.
- (e) Consult the Participant on decisions about how supports are provided.
- (f) Give the Participant information about managing any complaints or disagreements and details of Occumax's cancellation policy.
- (g) Listen to the Participant's feedback and resolve problems quickly.
- (h) Give the Participant a minimum of two (2) business days' notice if Occumax must change a scheduled appointment to provide supports, except in instances where staff fall ill on the day of a scheduled appointment.
- (i) Give the Participant the required notice if Occumax needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information).
- (j) Protect the Participant's privacy and confidential information.
- (k) Provide supports in a manner consistent with all relevant laws, including the *National Disability Insurance Scheme Act 2013* and rules, and the *Australian Consumer Law*.
- (l) Keep accurate records on the supports provided to the Participant.
- (m) Issue regular invoices and statements of the supports delivered to the Participant.

6 Responsibilities of the Recipient/Recipient's Representative

6.1 The Participant/Participant's representative agrees to:

- (a) Inform Occumax about how they wish the supports to be delivered to meet the Participant's needs.
- (b) Let Occumax know immediately if the Participant's NDIS plan is suspended or replaced by a new NDIS plan or the Participant stops being a Participant in the NDIS.
- (c) Treat Occumax with courtesy and respect.
- (d) Comply with notice requirements for cancellation.
- (e) Ensure that a parent or caregiver attends all Participant clinic-based sessions so that the parent or caregiver can learn how to implement activities at home, unless exceptional circumstances make the caregiver unavailable, or an older aged Participant requests to have their session alone.
- (f) Talk to Occumax if you have any concerns about the supports being provided.

- (g) Report any problems, concerns grievances or complaints with the quality of services and supports delivered by Occumax to Occumax Director or Practice Manager within seven days of the unsatisfactory event occurring (see clause 12 below for contact details).
- (h) Give Occumax the required notice if the Participant needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information), and

7 Changes to this Service Agreement

- 7.1 If changes to the supports or delivery of supports 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. The parties agree to accept email confirmation, typed or electronic signatures as binding for any changes.
- 7.2 Occumax reserves the right to make annual changes to this agreement based on changes in legislation or business practices. These changes will be notified to the Participant prior to the end of each twelve (12) term of this agreement.

8 Term

- 8.1 This agreement starts on the start date and continues for a period of 12 months (initial term) and continues for successive 12-month periods (subsequent term) unless otherwise ended in accordance with this agreement.
- 8.2 At least 4 weeks before to the end of the initial term or any subsequent term (called the current term for this clause), Occumax will contact the Participant in writing and:
 - (a) advise the end date of the current term is coming up;
 - (b) provide the Participant with any amendments or updates to this agreement that would apply to a new term;
 - (c) provide the Participant with any other information that would apply to a new term that would materially affect the supports provided under this agreement (for example, changes to fees, changes to supports offered etc); and
 - (d) advise the Participant that if the Participant does not let Occumax know in writing that the Participant wishes the agreement to end at the end of the current term, the agreement will automatically renew for a further 12-month period.
- 8.3 After receiving notice that the term of this agreement is coming to an end, the Participant may let Occumax know in writing they do not want the agreement to renew for a further 12-month term. In this scenario, the agreement will terminate at the end of the current term and no further services will be delivered by Occumax after the end date.
- 8.4 If the Participant does not give the written notification in clause 9.3:
 - (a) This agreement will automatically renew for a further 12-month term; and
 - (b) The agreement for the new term will incorporate the amendments and changes to support services notified by Occumax under clauses 9.2(b) and 9.2(c) and the Participant is deemed to have agreed to these amendments and changes.

9 Ending this Service Agreement

9.1 Either party may terminate this agreement by giving 21 days written notice to the other party. Notice must be given in writing and may be given by email or mail to the contact details set out in the Schedule or, if a party has updated their contact details, using the updated information.

9.2 If either party seriously breaches this Service Agreement the requirement of notice will be waived, and this agreement may be terminated immediately.

9.3 Upon termination, no further services will be delivered by Occumax.

10 Privacy

10.1 We are committed to the dignity, confidentiality and privacy of our clients. Information we store about you is respected. For details of how we collect, use, store and protect your personal information, please see our privacy policy by visiting <https://www.occumax.com.au/privacy>.

11 Feedback, complaints and disputes

11.1 We appreciate customer feedback, good or bad, and use it as a means to strengthen our performance.

11.2 If you have a complaint about the provision of supports for yourself or someone in your care, please contact us and we will assist you if possible.

11.3 Please provide Feedback or complaints to:

The Practice Manager:	By phone 07 4818 0445
Natalie Brown, Director:	By phone 0447 43 2255 or by email natalie@occumax.com.au
By mail (feedback can be anonymous if desired however if you would like us to deal with a complaint you will have to identify yourself):	PO Box 11140 Mackay Canelands QLD 4740

11.4 If you are not satisfied with our response or would prefer not to talk to the above people, you can contact the NDIS Commission by calling 1800 035 544 or visiting www.ndiscommission.gov.au for further information.

Agreement signatures:

The parties agree to the terms and conditions of this Service Agreement. The parties agree to accept email confirmation, typed or electronic signatures as binding for any changes.

Participant/Nominee Signature:	
Participant/Nominee Name:	
Date:	

Occumax Representative Signature:	
Occumax Representative Name & Position:	
Date:	

End.