

NDIS Terms and Conditions

Parties

Terms of service apply between a participant of the National Disability Insurance Scheme (their guardian, and/or plan nominee), and Complete Physio Solutions Pty Ltd (the provider)

The NDIS and Terms of Service

Terms of service (also known as Service Agreements) are made for the purpose of providing supports under the Participant's National Disability Insurance Scheme (NDIS) plan.

The parties agree that these terms of service are 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 the pursuit of their goals and the planning and delivery of their supports.

Service Provision

The Provider agrees to provide the Participant Allied Health and/or Support coordination services for the period stated in the Participant's NDIS Plan.

Consent

When signing our NDIS Service Agreements, the participant or authorised representative grants consent for the provision of relevant services and for Complete Physio Solutions therapists to confidentially liaise with other key stakeholders, support workers and carers for the interest of the participant's needs. Had a participant or their representative wish to revoke or change this consent in any way, they may do so in the service agreement, by email, phone or in writing.



Consent to Audio-Visual Recording Content

By signing your service agreement, you also consent to the use of your images for assessment and treatment application, liaising with stakeholders, which may include online platforms, such as social media. Verbal confirmation and consent will additionally be requested at the time.

I understand that I have the right to withdraw my consent at any time and have my images deleted or removed.

Responsibilities of the Provider

The provider agrees to:

- Review the provision of supports at least annually with the participant.
- Once agreed, provide supports that meet the Participant's needs and the Participant's preferred times.
- 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.
- Give the participant information about managing any complaints or disagreements and details of the provider's cancellation policy (if relevant)
- Listen to the participant's feedback and resolve problems quickly
- Give the participant a minimum of 2 days' 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.
- 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 rules, and Australian Consumer Law, keep accurate records on the supports provided to the participant, and
- Issue regular invoices and statements of the supports delivered to the participant.



Responsibilities of the Participant/Participant's parent or guardian

The participant 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
- Talk to the provider if the participant has any concerns about the supports being provided.
- Give the provider a minimum 2 days' 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 end the service agreement and
- 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 in the NDIS.

Plan for State of Emergency

As a requirement of our NDIS Registration, we need to indicate that we have a plan to continue to offer services to our participants in the instance where a State of Emergency has been declared. All participants will be offered telehealth services if face-to-face appointments are not possible.

Schedule Of Supports

The supports and their prices are discussed and agreed at initial assessment with the therapist directly. These budgets can be progressed and updated as the plan progresses between the participant and provider.

Complete Physio Solutions is a registered NDIS provider and hence, charges under the NDIS price guide guidelines.



The prices per hour is below.

New South Wales

NDIS rates: Physiotherapy - \$190/hr

*All prices are subject to change pending annual review of the NDIS price guide as of July 1st each financial year. Prices will be indexed accordingly.

Travel Charges

Travel costs will be aligned with the <u>NDIS Pricing Arrangements and Price Limits</u>. Therapists will outline the specific costs at the time of assessment. Further information can be found on the <u>NDIS website</u>.

Additional expenses (i.e. things that are not included as part of the Participant's NDIS supports) are the responsibility of the Participant or the participant's representative and are not included in the cost of the supports. Examples of these include entrance fees, event tickets, meals, etc.

Cancellation Policy

The participant must give **48 hours' notice** in they cannot attend a scheduled appointment. If the participant fails to give 2 days' notice the scheduled appointment will be billed from the supports on the participant's NDIS plan.

Payments

The provider will seek payment for their provision of supports after the participant confirms satisfactory delivery.

Payments are applied depending on how the plan categories are managed, being either one, or a combination of the below:

1. If the funding for any of the supports provided under this service agreement is managed by the participant. The participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will send the participant an invoice for those supports for the participant to pay. The participant will pay the invoice by cash/cheque/eft within a reasonable time (5 days).



And/or

2. (If the funding for any of the supports provided under this service agreement is managed by a plan nominee). The participant's nominee manages the funding for supports provided under this service agreement. After providing those supports, the provider will send the participant's nominee an invoice for those supports for the participant's nominee to pay. The participant's nominee will pay the invoice by cash/cheque/eft within a reasonable time (5 days).

And/or

3.(if the funding for any of the supports provided under this service agreement is managed by the National Disability Insurance agency). The participant has nominated the NDIA to manage the funding for supports, the provider will claim payment for those supports from the NDIA.

And/or

4.(if the funding for any of the supports provided under this Service agreement is managed by a registered plan management provider. The participant has nominated the plan management provider and is required to provide the details to Complete Physio Solutions at time of booking. After providing those supports, the provider will claim payment for those supports from the plan management provider.

Declined Funds

Should funds be declined due to exhausted funds or expired plans, the participant acknowledges they are liable for payment of the services rendered. The provider often does not have visibility over the allocation or usage of funds to manage budgets.

Payment terms will be 7 days after issuing the invoice (for plan managed clients only). Self-managed payment terms are 2 days after receiving the service.

Changes to our Terms of Service

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



Ending Services

Should either party wish to end their service delivery, they must give one month notice. If either party seriously breaches these terms of service, the requirement of notice will be waived.

Feedback, complaints and disputes

If the Participant and/or the Plan Nominee wishes to provide feedback, complaints or suggestions for improvements, they can contact Complete Physio Solutions via.

Phone: 0416780307 or Email: megha@completephysiosolutions.com.au

If the Participant is not satisfied with their response from Complete Physio Solutions, the Participant can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting ndis.gov.au for further information.

Goods and service tax:

For the purpose of GST legislation, the parties confirm that:

 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, in the participant's NDIS plan currently in effect under section 37 of the NDIS act.

The participant's NDIS plan is expected to remain in effect during the period the supports are provided, and

The participant will immediately notify the provider if the participant's NDIS plan is replaced by a new plan or the participant stops being a participant in the NDIS