



Service Agreement for Art Therapy



This agreement is between Whole Hearts and Minds Services (WHAM) and;

_____ ('You')

of _____ (Address).

Represented by: _____ (parent/guardian/advocate)

NDIS Number _____

Agreement to provide Art Therapy

This Agreement is in accordance with the rules and the goals of the National Disability Insurance Scheme (NDIS).

WHAM agrees to provide Art Therapy to you to assist you to meet your identified goals.

This Service Agreement works in conjunction with your current NDIS plan. If you would like Art Therapy in future NDIS plans, this Service Agreement applies upon confirmation of continuation of our services.

1 USING WHAM FOR OTHER SERVICES

The WHAM Art Therapy team is independent of any other service that WHAM may provide, such as Counselling. You can use your choice of provider for all of your services, and do not need to engage WHAM for all therapy and counselling services. This means you can cancel one service at any time without impacting on the other.

2 CHANGING OR ENDING THIS SERVICE AGREEMENT

If changes to the Service Agreement are required, WHAM and you agree to discuss and review this Service Agreement.

Additions or requests for change of services do not require a change to the Service Agreement, but can be requested in a form of your choice. This request will be kept on file.

The Service Agreement remains current unless:

- the services provided to you by WHAM are no longer funded in your current or future NDIS Plan/s provided to us by you, and no agreement for Fee for Service is entered into, or
- you or WHAM cancel the Agreement.

WHAM and you agree you are able to end this Service Agreement if services are no longer needed.

WHAM does not have a notification period, except for where a certain amount of report writing or coordination of other providers will be required to finalise our service. In this case the notification period will be discussed with you and will be no more than 14 days.

If WHAM or you seriously breach this Service Agreement the requirement of notice will be waived.

3 FEEDBACK, COMPLAINTS AND DISPUTES

WHAM welcomes your feedback on our services, as feedback helps us improve how we do things, and makes sure we are working in line with our values. We also see complaints as an important part of our continuous quality improvement audits and processes.

Our Director is here to listen to you confidentially. Feedback and complaints can be made either in person, verbally, or in writing to admin@whamservices.com.au

WHAM will respond to any complaint received within three (3) business days of receiving the complaint.

If you are not satisfied with WHAM's response, you can contact the **National Disability Insurance Agency** by calling **1800 800 110**, visiting their offices in person, or visiting www.ndis.gov.au for further information.

The WHAM complaints and dispute resolution policy and feedback from will be available on our website.

4 PRICING AND PAYMENTS (INCLUDING CANCELLATIONS)

You will be charged for all work completed by WHAM, which may be completed directly with you or as follow up coordination or for NDIA report writing. This is an hourly rate, and WHAM only charges up to the NDIS price guide for arttherapy, counselling and innovative services as outlined in your NDIS plan.

We charge mobile fees for any services which you ask us to take place outside the WHAM studio. This may be waived in certain circumstances.

WHAM reserves the right to change pricing in line with NDIS Price Guide updates, and where your plan will be adjusted by the NDIA. Any other changes to pricing will be discussed with you prior to change.

WHAM does not charge GST on NDIS funded services in line with exemption guidelines for disability services.

WHAM charges cancellation fees for appointments, when cancelled inside 24-48 hours prior to the scheduled appointment. Exceptions occasionally apply as sometimes unexpected issues arise, and we understand that.

The WHAM Cancellation Policy can be found on our website www.WHAMservices.com.au

5 INVOICING AND STATEMENTS

WHAM invoice within 24 hours of scheduled appointments, and claim according to how your NDIS plan funding is managed.

If your NDIS funding is:

Self-managed by you or your nominee, WHAM will send you an invoice for payment within 48 hours.

Plan Managed by a Financial Intermediary (Plan Manager), WHAM will send invoices directly to your plan manager on your behalf for payment within 48 hours. You can also request we send it to you to forward to your Plan Manager if you prefer.

Schedule of Art Therapy Supports

Your current plan has the following hours that you agree to engage WHAM to deliver:

09_008_0116_6_3 - Innovative Community Participation (Increased social and community participation) _____ hours at the current price guide fee. Your therapist will confirm when, how often and how many sessions this will be.

11_024_01117_7_3 - Development of Daily Living and Life Skills (Improved relationships) _____ hours at the current price guide fee. Your therapist will confirm when, how often and how many sessions this will be.

I do not have Innovative Community Participation in my plan but agree that WHAM can claim from other Capacity Building/Core Support categories. Art therapy can be billed against line item (please insert number and name of line item) _____ for _____ hours

6 WHAM RESPONSIBILITIES

We will:

- treat you with courtesy and respect, and communicate openly and honestly in a timely manner and a format of your choosing
- consult you on decisions about how our services are provided
- listen to your feedback and resolve problems quickly including how we are charging our hours
- give you information on how complaints or grievances are managed
- protect your privacy and confidentiality and right to choice and control
- give you a minimum of 24 hours' notice if a change is required to a scheduled appointment to provide supports
- keep clear records on services provided that you are able to request at any time
- provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 (Cth) and rules, and the Australian Consumer Law.

7 YOUR RESPONSIBILITIES

You will:

- provide WHAM with a copy of your NDIS plan so we can understand the goals you have set in your plan and which you expect Art Therapy to help you meet
- let WHAM know if restrictive practices come into effect, so we can implement the right supports
- let WHAM know immediately if there are any changes to the NDIS Plan that affects the services provided under this agreement, including any changes, suspension or reviews.
- let WHAM know if you change your address or contact details
- give WHAM advance notice if you cannot make a scheduled appointment to avoid cancellation fees
- treat WHAM personnel with courtesy and respect
- talk to WHAM staff if you have any concerns about the services or supports being provided.

8 ACKNOWLEDGEMENT

- I do not have any restrictive practices in place
- I agree to the terms of conditions of this service agreement

9 AGREEMENT SIGNATURES

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

YOU

Signature: _____ Name: _____

Date: _____

OR YOUR NOMINEE/LEGAL GUARDIAN

Signature: _____ Name: _____

Date: _____

WHAM AUTHORISED PERSON

Signature: _____ Name: _____

Position: _____ Date: _____

10 PRIVACY AND CONSENT TO SHARE INFORMATION

WHAM respects your privacy and personal information and will not disclose to any party, unless there is a duty of care to prevent harm occurring. Our full Privacy Policy will be available at www.whamservices.com.au.

WHAM are required to report to the NDIA or disclose information relating to plan expenditure on request.

We also give you the option for our team to work closely with others to resolve issues that come up from time to time with the NDIS or negotiate on your behalf. We need your consent to do this.

We will not reveal your budget to others without your approval, but may discuss the best ways to invoice, or charge for a service you have approved, for example.

- WHAM can contact my other Service Providers, after obtaining specific permission from me each time, to sort out issues, and to obtain clinical information to support my art therapy progress

- WHAM can contact my Local Area Coordinator or NDIS Planner to resolve issues with my plan, and have my consent to share information.

- For my own privacy, I approve WHAM to disclose my NDIS number and personal information only where appropriate for purposes of resolving, negotiating or inquiring on my behalf.

You

Signature: _____

Name: _____

Date: _____

OR YOUR NOMINEE/LEGAL GUARDIAN

Signature: _____

Name: _____

Date: _____