



## Service Agreement and Privacy Consent Form

### Terms of Agreement

**We have just emailed you a digital service agreement. By signing the service agreement, you agree to the terms of the agreement in this document.**

#### The Services we Provide

1. You, your Representative and CRAMLI Psychological and Behavioural Services will work together to determine the specific Services that we can provide to you to meet your goals.
2. The Services can be adjusted and adapted in consultation with us, as your needs, goals and preferences change.
3. All CRAMLI Psychological and Behavioural Services staff are trained in CPI Training. This gives us the ability to prevent and respond safely to crisis situations when a participant becomes aggressive towards staff or others in the community, alongside de-escalation techniques in non-restrictive and least restrictive interventions.
4. If your Plan details differ from the details recorded in the NDIS portal, CRAMLI Psychological and Behavioural Services will provide the Services to you according to the details in the NDIS portal.

#### Our Responsibilities

During the term of this Agreement, CRAMLI Psychological and Behavioural Services will:

- a) act with respect for your individual rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions.
- b) respect your privacy.

- c) provide Services in a safe and competent manner with care and skill.
- d) act with integrity, honesty and transparency.
- e) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of Services.
- f) take all reasonable steps to prevent and respond to all forms of violence against, and exploitation, neglect and abuse of, people with disability.
- g) take all reasonable steps to prevent and respond to sexual misconduct.
- h) arrive at the location where the Services are to be provided at the appointment time, ready to deliver the Services.
- i) provide the Services in a way that is consistent with all applicable laws, including the NDIS Act and the NDIS Rules, the National Privacy Principles and the Australian Consumer Law.
- j) treat you with dignity and respect at all times and value your legal and human rights, including your right to make informed choices concerning the Services to be provided to you.
- k) make reasonable efforts to involve you in selecting your workers, including the preferred gender of workers, if we are providing personal care support to you.
- l) where you have specific needs which require monitoring and/or daily support, workers providing support to you are appropriately trained and understand the participant's needs and preferences.
- m) notify you about changes to appointment times and other changes to the delivery of Services (via text message, via phone call and/or email).
- n) with your reasonable assistance, provide a safe and comfortable space for the delivery of the Services.

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- o) if required, provide you with a photo of your Workers to ensure they are easily identifiable to you.
- p) treat your information as private and confidential.
- q) provide timely invoices and statements for the Services.
- r) communicate openly, honestly and promptly with you.
- s) keep accurate and up-to-date records of all the Services provided to you.
- t) make contact with the NDIA about your Plan when necessary.

### **Behaviour Support Services:**

Please note, CRAMLI will be engaged to develop an Interim or Comprehensive Behaviour Support Plan 3 weeks from receiving a signed service agreement, providing we have been able to conduct 2 home visits in this time period and been provided with the information required.

### **Responsibilities of the Client**

You and your Representatives agree to:

- (a) let CRAMLI Psychological and Behavioural Services know about any concerns you have with any of the Services which are being provided.
- (b) be actively involved in designing the support plan and setting and monitoring goals.
- (c) ensure the fees for the Services are able to be met within the funding available in your approved Plan.
- (d) ensure all invoices are paid promptly and in full.
- (e) immediately notify CRAMLI Psychological and Behavioural Services if you stop being a participant in the NDIS.
- (f) keep CRAMLI Psychological and Behavioural Services informed of any change in circumstances that will likely affect the delivery of Services or impact this Agreement such as, where you live, medication/medical treatments and procedures, behavioural

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changes that are likely to impact on the safe delivery of the Services, guardianship and care arrangements.

- (g) Be at the designated location where the Services are to be provided at the agreed appointment time.
- (h) treat all CRAMLI Psychological and Behavioural Services staff, workers and others present during the delivery of supports and services with respect and abide by CRAMLI Psychological and Behavioural Services' Policies.
- (i) let us know if you suspend, change, or intend to change, your Plan, or if you are no longer a participant in the NDIS.
- (j) provide CRAMLI Psychological and Behavioural Services with a copy of any updated or revised Plan as soon as reasonably possible.
- (k) CRAMLI Psychological and Behavioural Services providing documents and email updates to you electronically; and
- (l) inform CRAMLI Psychological and Behavioural Services if you do not want to receive documents or email updates electronically.

**You and your Representative agree to:**

- a) CRAMLI Psychological and Behavioural Services accessing and reviewing your Plan;
- b) CRAMLI Psychological and Behavioural Services discussing your Plan with the NDIA and its contractors (like Local Area Coordinators);
- c) CRAMLI Psychological and Behavioural Services discussing your Plan with service providers providing the Other Support Services;
- d) CRAMLI Psychological and Behavioural Services claiming any travel time when travelling to meet you, from your NDIS funds, to the extent we are entitled to under the NDIS Rules and applicable laws;

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- e) CRAMLI Psychological and Behavioural Services claiming for Non-Face-to-Face supports, to the extent we are entitled to under the NDIS Rules and applicable laws;
- f) CRAMLI Psychological and Behavioural Services claiming for NDIA Requested Reports supports, to the extent we are entitled to under the NDIS Rules and applicable laws;
- g) CRAMLI Psychological and Behavioural Services providing you with the Services in line with the terms set out in this Agreement (as updated from time to time) and your support plan;
- h) If required for random auditing purposes, be interviewed and have your records reviewed by third party accreditation, auditors and legislative bodies; and the terms of CRAMLI Psychological and Behavioural Services Policies.

### Your Consent to Services

- a. Your informed consent is required for the Services provided by CRAMLI Psychological and Behavioural Services. If the Client is a child, consent also needs to be provided by a parent or legal guardian (i.e. your Representative).
- b. The Services are designed to be effective and safe, however, like any treatment, therapy or service, there are benefits and risks. CRAMLI Psychological and Behavioural Services staff working with you will discuss any foreseeable risks prior to providing any Service or administering any treatment, therapy or service (as applicable).
- c. CRAMLI Psychological and Behavioural Services staff may ask personal questions relating to your individual goals and circumstances. The more information you provide, the more effective the Services will be. However, it is your choice as to what information you choose to provide.
- d. It may be necessary for the CRAMLI Psychological and Behavioural Services staff to make physical contact with you for the purpose of providing the Services. Consent will be achieved through signing this Agreement, with implied consent being assumed for the duration of the Agreement (until you tell us otherwise in writing).

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- e. The risks related to some Services can increase when CRAMLI Psychological and Behavioural Services is not aware of certain facts. Please inform our staff if your child has any of the following:

- a) heart condition impacting engagement in physical activity
- b) seizures
- c) severe respiratory conditions e.g. asthma
- d) severe allergies
- e) severe phobias
- f) absconding (running away, running onto busy roads, etc.).

By agreeing to receive the Services, you further acknowledge the following:

- g) assessment and screening may be undertaken and any records taken will be kept in your confidential client file in accordance with the relevant privacy laws;
- h) video, photo, written records and work samples may be taken, and if taken will be kept in a confidential client file in accordance with the Privacy and Dignity Policy; and
- i) with prior permission and consent, the NDIA, local area coordinators and service providers that provide Other Support Services may be contacted to discuss your Plan to gather further information and understanding of and otherwise support your individual circumstances and goals.

### Fees for Services

CRAMLI Psychological and Behavioural Services will charge you for the Services we provide to you as per our service agreement.

- 1. Observing at work/school/day placement, home or another relevant setting,
- 2. Conduct direct sessions with **the participant/those supporting the participant**
- 3. Conduct assessments:

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- a) Write and develop the following: an interim behaviour support plan, comprehensive behaviour support plan, functional behaviour assessment, positive behaviour support plan, management plans, protocols, fade-out plans, case formulation and development, case notes, training sessions and training packages and or further reports
  - b) Data collection, training and analysis
4. Correspond with therapists, allied health professionals, direct service staff, teachers, classroom aides, doctors, government or regulatory bodies, community-based supports, support coordinators, and other professions or para-professionals that provide support to the participant and/or their families/support staff.
5. Consult or subcontract with CRAMLI Psychological and Behavioural Services existing practitioners and/or external professionals or parties who may enhance the strength of the ethics, evidence-based practice, professional writing, intervention response or other elements during the engagement with CRAMLI Psychological and Behavioural Services. These can include:
  - a. Supervisors, management and team leaders
  - b. Clinical and/or General Psychologist/Practitioners
  - c. Senior and/or Advanced/Specialist Behavioural Practitioners
  - d. Anyone deemed responsible and necessary to provide support to the participant/families and significant others
  - e. CRAMLI Psychological and Behavioural Services have developed 'the continuity of supports program', which includes a primary and secondary worker, that provides the participant access to two qualified workers that are involved in the delivery of support and utilizing each other's strengths and eliminating the need for any disruption in service delivery. For example, the primary worker might go on leave for an extended period, and the secondary worker can step in and take over where things were left off, which eliminates the need to meet a new practitioner, build rapport or get to know the presenting situation.
6. Review any document related to the participant's health, psychology, behaviour or motivation. These include, but are not limited to, incident reports, psychological assessments, forensic assessments, sensory reports, police reports, OT/Social worker/Speech pathologist/art therapist/music therapist reports etc
7. Share information collected for the assessment and psychological and behavioural intervention of the participant and or those supporting the participant, with any relevant parties involved with the

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participant. This includes but is not limited to providing assessment and intervention documents, or summaries thereof, to the participant, their direct support staff/service providers, family, carers, other providers/professionals and relevant government agencies. The purpose of sharing this information will be to better inform those involved in supporting the participant as well as to train them in behavioural principles, contributing factors and recommended intervention strategies. In some cases, such as training situations, direct support staff/service providers **will take home some information** about the participant the information above.

8. Collaborating with other providers, including mainstream service providers in your provider team to engage in both formal and informal approaches to monitoring the implementation of behaviour support plans. Informal approaches include recording feedback from regular meetings and discussions with the participants and workers via regular team meetings, encouraging and obtaining feedback from the participant's support network across different settings and from other providers. Formal strategies include recording data required by Legislation in relation to the use of regulated restrictive practices and as otherwise required by the terms of the behaviour support plan.
9. In situations that involve the need to report incidents to the NDIS Quality and safeguards commissions, I provide consent to notify my support person(s); including but not limited to a guardian, family, carer or an independent support person.
10. Develop and upload your behaviour support interim and/or comprehensive plan onto Proda and service booking onto MyPlace/PACE.
11. All engagement and support such as: phone calls, text messages, email correspondence, care team meetings, case formulation and development, analysis and reading of reports and all face-to-face contact, including the participants and anyone involved in their team.
12. Travel up to 30 minutes each way in Metro (MMM1-3) and up to 60 minutes each way in Regional (MMM4-5) (charged at the line items hourly rate). Remote (MMM 6+) Please speak to admin. Please see the Modified Monash Model.
13. 50% loading fee will be added to all remote and very remote areas on top of the agreed hourly rate.

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14. Short notice cancellations and no-shows will be charged at the full rate (100%). This also includes the travel to and from your location of the appointment.

Anything reasonable and necessary to ensure we provide proactive interventions and support to address any psychological and behavioural issues and improve your quality of life. \*Please note CRAMLI is a fee for service and will be charged against your plan at 15-minute intervals for anything over 10 minutes worth of work.

The prices for the specific services that we provide to you are set out in the [NDIS Pricing Arrangements and Price Limits](#) and [2023-24 Annual Pricing Review report](#). All prices are subject to change when the NDIS Price Guide changes. The prices we charge you will be automatically adjusted to reflect the prices outlined in the most up-to-date NDIS Price Guide and the specific Services we perform.

In the event that We incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, You agree to reimburse and indemnify Us for all of these expenses.

**Disclaimer:** All reports and assessments undergo a thorough Quality Assurance process in accordance with NDIS requirements, ensuring that our services meet the highest standards of care and compliance. As part of our commitment to professional excellence and adherence to industry standards, all registered practitioners participate in regular supervision, which is also billed as part of our services. This supervision process supports our professional development, enabling us to provide evidence-based, high-quality support for our clients.

## Payments

1. CRAMLI Psychological and Behavioural Services will be paid in respect of Services provided to you by one or a combination of the below payment methods:
  - a) **(Self-managed)** If you have chosen to self-manage the funding/payment for the Services, after we provide the relevant Services (or part thereof), CRAMLI Psychological and Behavioural Services will send you an invoice for those Services for you to pay. You must pay the invoice within seven (7) days of the date of the invoice;
  - b) **(Managed by Plan nominee)** If your nominee (i.e. the participant's nominee) manages the funding/payment for the Services, after we provide the relevant Services (or part thereof), CRAMLI Psychological and Behavioural Services will send your nominee an invoice for

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those Services for your nominee to pay. Your nominee must pay the invoice within seven (7) days of the date of the invoice;

- c) **(NDIA managed)** If you have nominated the NDIA to manage the funding/payment for the Services, after we provide the relevant Services (or part thereof), CRAMLI Psychological and Behavioural Services will claim payment for those Services from the NDIA; and
- d) **(Managed by a registered plan management provider)** If you have nominated a Plan management provider to manage funding/payments for the Services, you will need to provide their details to us and after we provide the relevant Services (or part thereof), CRAMLI Psychological and Behavioural Services will claim payment for those Services from the plan management provider.

- 2. CRAMLI Psychological and Behavioural Services is a private organisation and NDIS Provider of Specialist Behaviour Support and therapeutic Support. We are a FEE for service organisations and expect to be paid privately or via your NDIS fund plan.
- 3. Invoices are to be paid in full within 7 business days as per your agreement with CRAMLI Psychological and Behavioural Services. Payments are made either privately or via your NDIS funding plan. If there are any issues with CRAMLI Psychological and Behavioural Services being paid, invoices will be sent to you directly for payment. If payment is still not made within 30 days, Debt Collectors or Legal representation may be involved to retrieve the monies owed. All fees associated with debt collectors/legal fees will be transferred over to you to rectify - In the event that We incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, You agree to reimburse and indemnify Us for all of these expenses.

**All attempts will be made to rectify this through the NDIA or Plan Managers before involving debt collectors. Debt Collectors will not be sent to any NDIA-funded participants.**

### **Cancellation and No-Show Policy**

You agree that we will charge you 100% of the relevant amount that would otherwise be payable to us if you:

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- a) do not show up for a scheduled Service or are not present at the agreed place when CRAMLI Psychological and Behavioural Services is either travelling to deliver the Services or has arrived or are waiting for you.
- b) have given less than 48 hour notice to the cancellation for a Service.
- c) you agree to pay for the travel time it would take us to travel to and from the location we agreed to (charged at the line item hourly rate). Travel will be charged against your plan for the time we have booked out and allocated to travel to and from the agreed location (100% of the cost based on MMM)

\* Cancellation charges for late notice or no-show appointments at full rate (100%).

\*You agree to the 40% or 50% loading fee on top of the agreed hourly rate for all regional areas (MMM 6-7).

The prices for the specific Services that we provide to you are set out in the [NDIS Pricing Arrangements and Price Limits](#) and [2023-24 Annual Pricing Review report](#). All prices are subject to change when the NDIS Price Guide changes. The prices we charge you will be automatically adjusted to reflect the prices outlined in the most up-to-date NDIS Price Guide and the specific Services we perform.

## Privacy

Your privacy is important to us. When we provide the Services to you, we will collect, use and disclose information about you. The information is known as Personal Information and Sensitive Information.

Our Privacy and Dignity Policy defines what this Personal Information and Sensitive Information is and how we collect, use and disclose this information. A copy can be provided to you at your request. If you do not consent, this may restrict the Services we provide to you, or may mean that we are unable to provide any Services to you.

1. CRAMLI Psychological and Behavioural Services respects your privacy. This statement explains why we collect and use your personal information and the parties to whom your information may be disclosed and obtains your consent to such collection, use and disclosure.
2. This agreement will stay in place until such time as it is communicated by either party a desire to amend, restrict or terminate the agreement. This can occur at any time through written

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communicating of this request to CRAMLI Psychological and Behavioural Services and 3 weeks notice **MUST** be provided.

3. This document denotes an understanding that a core aspect of the behavioural services and therapeutic supports to be received will endeavour to support the participant through:
  - a) Sharing key learnings
  - b) Collaborating with key stakeholders
  - c) Developing relevant strategies with all parties involved
  - d) Allowing those receiving the service to request, where reasonable and legal, the omission of private information from reports.

**By signing this agreement, you agree for our practitioners to support the participants by:**

1. Observing at work/school/day placement, home or another relevant setting,
2. Conduct direct sessions with **the participant/those supporting the participant**
3. Conduct assessments:
  - c) Write an Interim Plan, Write a report, Comprehensive Functional Assessment, Behaviour Support Plan, Management Plans, Protocols, notes, training sessions, emails, interprofessional consults and or further reports requested by the National Disability Insurance Agency, Education provider, Housing/Supported independent living provider, Local Area Coordinator, Family/Guardian or Support Coordinator etc.
4. Correspond with therapists, allied health professionals, direct service staff, teachers, classroom aides, doctors, government or regulatory bodies, community-based supports, support coordinators, and other professions or para-professionals that provide support to the participant and/or their families/support staff.
5. Consult or subcontract with CRAMLI Psychological and Behavioural Services existing practitioners and/or external professionals or parties who may enhance the strength of the ethics, evidence-based practice, professional writing, intervention response or other elements during the engagement with CRAMLI Psychological and Behavioural Services. These can include:
  - a. Clinical and/or General Psychologist/Practitioners
  - b. Senior and/or Advanced Behavioural Practitioners
  - c. Anyone deemed responsible and necessary to provide supports to the participant/families and significant others
  - d. CRAMLI Psychological and Behavioural Services have developed 'the continuity of supports program', which includes a primary and secondary worker, that provides the participant access to two qualified workers that are involved in the delivery of support and utilizing each other's strengths and eliminating the need for any disruption in service delivery. For example, the primary worker might go on leave for an extended period, and the secondary worker can step in and take over where things were left off which eliminates the need to meet a new practitioner, build rapport or get to know the presenting situation.
6. Review any document related to the participant's health, psychology, behaviour or motivation. These include, but are not limited to, incident reports, psychological assessments, forensic assessments,

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sensory reports, police reports, OT/Social worker/Speech pathologist/art therapist/music therapist reports.

7. Share information collected for the assessment and behavioural intervention of the participant and or those supporting the participant, with any relevant parties involved with the participant. This includes but is not limited to providing assessment and intervention documents, or summaries thereof, to the participant, their direct support staff/service providers, family, carers, other providers/professionals and relevant government agencies. The purpose of sharing this information will be to better inform those involved in supporting the participant as well as to train them in behavioural principles, contributing factors and recommended intervention strategies. In some cases, such as training situations, direct support staff/service providers **will take home some information** about the participant the information above.
8. Collaborating with other providers, including mainstream service providers in your provider team to engage in both formal and informal approach to monitoring the implementation of behaviour support plans. Informal approaches include recording feedback from regular meetings and discussions with the Client and Workers via regular team meetings, encouraging and obtaining feedback from the Client's support network across different settings and from other providers. Formal strategies include recording data required by Legislation in relation to the use of regulated restrictive practices and as otherwise required by the terms of the behaviour support plan.
9. In situations that involve the need to report incidents to the NDIS Quality and safeguards commissions, I provide consent to notify my support person(s); including but not limited to a guardian, family, carer or an independent support person.
10. Develop and upload your behaviour support interim and/or comprehensive plan onto Proda and service booking onto MyPlace.

NDIS requires a report as part of the services delivered under Specialist behaviour support. Therefore it is likely that information within assessments and reports provided to the participant or family, will be also collected by the support coordinator and the NDIS.

It will be the responsibility of those disclosing the information, at or after the time of expression, to notify CRAMLI Psychological and Behavioural Services, that particular information is to be excluded from reports/shared information settings. At this point of notification, CRAMLI Psychological and Behavioural Services will either omit or review with the party their request. In most cases where there is no legal/risk requirement for the information to be shared, information classified as private by supports/the participant will not be disseminated.

### Using and sharing your personal information

1. The personal information we process about you will include information about you and your disability. This information may take many forms including as written by us and by other health

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professionals as well as photographs and videos of you and your condition taken by us or other health professionals.

**We use your personal information to provide, manage and administer the treatment and care for you. If we do not have this personal information, we may not be able to provide, manage or administer that treatment or care for you.**

In addition to this, we may also share your personal information with:

1. CRAMLI Psychological and Behavioural Services funding providers;
2. to help inform and assist in the assessment and planning service you are receiving;
3. to help inform and assist in the treatment and services you are receiving;
4. government and regulatory bodies, including the National Disability Insurance Agency, Medicare, other state-based disability government agencies, and the Australian Taxation Office;
5. people acting on their behalf including their nominated representatives, legal guardians, executors, trustees and legal representatives;
6. the police, or to the Disability Services Commissioner, or to comply with compulsory notices from courts of law, tribunals or Government Agencies;
7. financial institutions for payment processing;
8. CRAMLI Psychological and Behavioural Services contracted service providers; and other persons as specified in our Privacy Policy.

**Can I withdraw or amend my consent to the use of my personal information?**

1. You may withdraw or amend your consent to CRAMLI Psychological and Behavioural Services using your personal information at any time by written notice to CRAMLI Psychological and Behavioural Services. The nature of the business carried on by CRAMLI Psychological and Behavioural Services means that, generally, it is not possible for CRAMLI Psychological and Behavioural Services to provide services or supports to Clients or otherwise deal with individuals if a Client withdraws or amends their consent. Such as:
  - d) conducting quality assurance activities including conducting surveys, research and analysis and resolving complaints.

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- e) promoting CRAMLI Psychological and Behavioural Services and its activities, including through events and forums.
- f) receiving marketing communications from CRAMLI Psychological and Behavioural Services, that consent will remain current until they advise CRAMLI Psychological and Behavioural Services otherwise. However, individuals can opt out at any time.
- g) collaborating with other providers including mainstream service providers in your provider team following the use of any unauthorised restrictive practice.

## Feedback and Complaints

If you feel comfortable, you are encouraged to raise any feedback, concerns or complaints with us first, as this is often the best way to have your issue resolved quickly.

1. A complaint may be made on an anonymous basis. You can make an anonymous complaint:
  - a) by calling the number in section 2(e) below and stating that you wish to make an anonymous complaint (so we don't ask you to identify yourself); or
  - b) in writing by filling out a Feedback and Complaints Form but not including your name or other details that may identify you and posting it to the address specified in section 2(c) below.
2. You can make a complaint to CRAMLI Psychological and Behavioural Services:
  - a) in person to the Principal or a staff member;
  - b) by email to [admin@cramli.com.au](mailto:admin@cramli.com.au)
  - c) by post to head office at **unit 1/385 McClelland Drive Langwarrin VIC 3910;**
  - d) on our website <https://cramli.com.au>; or
  - e) verbally by telephone to **1800 272 654**

For all written feedback or complaints, you are encouraged to provide your complaint in the form of our written Feedback and Complaint Form.

3. You can make a complaint to the NDIS Commission by:
  - a) Phoning: **1800 035 544** (free call from landlines) or **TTY 133 677**. Interpreters can be arranged.
  - b) National relay Service and ask for **1800 035 544**.
  - c) Visiting <https://www.ndiscommission.gov.au/about/complaints> and completing a complaint contact form.

The NDIS Commission can take complaints about:

1. Services or supports that were not provided in a safe and respectful way.
2. Services and supports that were not delivered to an appropriate standard.
  - a) We will endeavour to resolve all complaints promptly in accordance with our Feedback and Complaints Management Policy.

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## Termination

CRAMLI Psychological and Behavioural Services and the Client may terminate this Agreement by giving the other party at least four weeks' written notice of termination.

CRAMLI Psychological and Behavioural Services may terminate this Service Agreement with immediate effect if:

1. the Client ceases to have a source of individualised government funding (i.e. they are no longer an NDIS participant or all of their NDIS funding is used) or have a source of private funding;
2. the Client's support plan or the Services provided by CRAMLI Psychological and Behavioural Services are no longer able to meet the person's needs or assist in achieving chosen goals;
3. the Client or their support network fails to communicate and provide information about changes to the Client's needs including in respect of the Services;
4. the Client transfers to another service provider;
5. the Client dies;
6. the Client is unable or unwilling over a period of time to work towards agreed goals;
7. the Client is unwilling to meet the reasonable conditions required in their support plan, thus affecting the safe delivery of a service to the Client and the health and safety of the staff;
8. the Client is in breach of the terms of the Agreement
9. the Client fails to comply with the Policies of CRAMLI Psychological and Behavioural Services:
  - a) changes to the Client's condition results in the supports or services they require exceeding the skills and expertise CRAMLI Psychological and Behavioural Services staff can deliver or they would otherwise require services to be provided that CRAMLI Psychological and Behavioural Services
  - b) does not have capacity to provide;

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- c) there has been no contact between the person and CRAMLI Psychological and Behavioural Services for 2 months;
- d) the Client or members of their support network engage in behaviour which is unacceptable to CRAMLI Psychological and Behavioural Services such as false allegations and accusations, violence, abuse, aggression, theft or property damage or which poses risks to the safe delivery of the Services or the health and safety of the staff;
- e) the Client ignores risk management procedures under the CRAMLI Psychological and Behavioural Services Work Health and Safety Policy.
- f) the Client fails to pay fees due and payable to CRAMLI Psychological and Behavioural Services by the due date for payment under this Agreement.

### Goods and Services Tax

The parties agree that:

1. the supply of the Services under this Agreement is the supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the **NDIS Act**, in the Client's Plan currently in effect under section 37 of the NDIS Act;
2. the Client's Plan is expected to remain in effect during the period the Services are provided; and
3. the Client or their representative will immediately notify CRAMLI Psychological and Behavioural Services if the Client's Plan is replaced by a new plan or if the Client stops being a participant in the NDIS.

### Governing Law and Jurisdiction

This Agreement is governed by the laws of the jurisdiction in which CRAMLI Psychological and Behavioural Services is located. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

1. Amendment: The parties may only amend this Agreement if each party signs the written amendment.

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2. Waiver: A provision of this Agreement or a right created under it may not be waived except in writing signed by the party granting the waiver.
3. Exercise of a right: A party may exercise a right at its discretion and separately or together with another right. If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later. If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later.
4. Remedies cumulative: The rights and remedies provided in this Agreement are cumulative with and not exclusive of the rights and remedies provided by law independently of this Agreement.
5. Assignment
  - a. This Agreement is for the benefit of the parties and their permitted successors and assigns. The parties and their successors and assigns are bound by this Agreement.
  - b. A party other than CRAMLI Psychological and Behavioural Services may not assign its rights under this Agreement.

CRAMLI Psychological and Behavioural Services may assign its rights under this Agreement in its absolute discretion, subject only to compliance with relevant NDIS Rules.

6. Severance: If any provision of this Agreement is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.
7. Counterparts: The parties may execute this Agreement in two or more counterparts and all counterparts together constitute one instrument. A counterpart may be in electronic form.
8. Consent or approval: Subject to an express provision in this Agreement, a party may in its absolute discretion give its consent or approval conditionally or unconditionally or withhold its consent or approval.
9. Entire agreement: This Agreement constitutes the entire agreement of the parties in respect of the subject matter of this Agreement and supersedes all prior discussions, undertakings and agreements.
10. Further assurances: Each party must, at its own expense, do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including without limitation the execution of documents.
11. Relationship: Nothing in this Agreement constitutes the parties as partners or agents of the other and no party has any authority to bind the other legally or equitably except as expressly stated in this Agreement.
12. Notices: A party may send a notice in connection with this Agreement by hand delivery, pre-paid post or email transmission to another party at the recipient party's address details set out at the beginning of this Agreement or in such other way as the recipient party may have last notified each other party in writing.

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A notice is deemed to be received:

- if sent by hand delivery, at the time of delivery if on a Business Day at or before 5:00 pm, otherwise on the next Business Day;
- if sent by pre-paid post, on the second Business Day after the date of posting; or
- if sent by email transmission, at the time of sending if on a Business Day at or before 5:00 pm, otherwise on the next Business Day, provided that the sender does not receive a subsequent “Out of Office” reply or similar response or a system administrator message stating that the email did not reach its intended recipient

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## Emergency and Disaster Plan

Emergency and disaster management includes planning that ensures that the risks to the health, safety and wellbeing of participants and staff that may arise in an emergency or disaster are considered and mitigated, and ensures the continuity of support critical to the health, safety and wellbeing of participants in an emergency or disaster. Further information can be found in your Support and Safety Plan.

## Disclaimer: Digital Service Agreement Confirmation

By signing this digital service agreement via our CRM system 'Echidna,' you acknowledge and agree to the following:

1. **Acknowledgment of Terms:** The email you received contains the Terms of Agreement for our Service Agreement. By signing this document, you confirm that you have read, understood, and agree to the terms outlined in the agreement.
2. **Digital Signature:** Your digital signature serves as an electronic confirmation of your acceptance and adherence to the Service Agreement. This digital agreement has the same legal effect as a handwritten signature.
3. **Access to Agreement:** You have been provided with a copy of the Terms of Agreement through the email associated with this digital signature. It is your responsibility to review these terms thoroughly.
4. **Support:** If you have any questions or require clarification regarding the Terms of Agreement, please contact us at 1800 272 654 before proceeding further.

Thank you for your attention to this important matter and for your cooperation.

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