

# CRAMLI Psychological and Behavioural Service

*"Here with you every step of the way"*



## Terms of Agreement

CRAMLI Psychological and Behavioural Services (CRAMLI) delivers **Specialist Behaviour Support** and **Therapeutic Supports** in line with the NDIS Practice Standards and relevant legislation and rules.

### **Specialist Behaviour Support:**

This service involves assessing complex behaviours of concern and developing individualised Behaviour Support Plans (BSPs). It includes conducting Functional Behaviour Assessments, recommending evidence-based strategies, and supporting the safe use of restrictive practices in line with NDIS requirements.

### **Therapeutic Supports:**

These are services that help participants improve their functional skills, emotional wellbeing, and overall independence. This may include counselling, psychology, social work, or other therapeutic interventions that support daily living and personal development.

These services are designed to support participants in building capacity, improving quality of life, and managing behaviours of concern using evidence-based and person-centred approaches. CRAMLI staff are trained and skilled in working with individuals with complex needs and apply trauma-informed, least-restrictive practices wherever possible. All Behaviour Support Practitioners are required to meet the NDIS Commission's capability and reporting requirements, including the development of Interim and Comprehensive Behaviour Support Plans, data analysis, training, and review of restrictive practices. While CRAMLI is committed to working collaboratively with you to achieve your goals, we are legally and ethically required to:

- Work within our scope of practice,
- Operate according to the NDIS Rules and Commission requirements, and
- Deliver services within the resources, staffing, and funding available.

We will always try our best to support your goals, but in situations where your needs exceed what CRAMLI can provide, we may recommend referrals to other appropriate services or providers. We will communicate openly and respectfully with you in such instances.

If your needs, goals, or preferences change over time, the services can be adapted in consultation with you and/or your Representative, as long as they remain within CRAMLI's service scope.

If there is a difference between your Plan and what is recorded in the NDIS portal, CRAMLI will deliver services based on the NDIS portal records.

### **Disclaimer on Service Pricing**

Please note that all service prices listed in this agreement are based on the current NDIS Pricing Arrangements and Price Limits. CRAMLI Psychological and Behavioural Services reserves the right to adjust its service fees in line with any future changes to the NDIS Price Guide or related regulatory updates.

**This means that pricing may change during the term of this agreement, irrespective of the prices stated at the time of signing.** Any such changes will be applied automatically and will be reflected in future invoices, without the need for a new signed agreement.

By continuing to access services from CRAMLI, the participant or their representative acknowledges and agrees to this agreement.

### **How we work with you:**

**Working Together:** You, your Representative, and CRAMLI will collaborate to decide which Services we can provide to help you achieve your goals.

**Flexible Support:** Your Services can be updated and adjusted in consultation with CRAMLI if your needs, goals, or preferences change.

**Service Scope and Compliance:** CRAMLI delivers Specialist Behaviour Support and Therapeutic Supports, as defined under the NDIS Commission's Practice Standards and relevant Rules. While we will make every effort to meet your needs, CRAMLI is required to operate within its professional scope, the regulatory framework, and the resources available to us.

**Staff Training and Safety:** All CRAMLI staff are trained in Crisis Prevention Institute (CPI) techniques. This includes safe, non-restrictive and least restrictive approaches to prevent and manage crisis situations, particularly where there is a risk of aggression towards others.

**NDIS Plan Information:** If there is a difference between your Plan and the details listed in the NDIS portal, CRAMLI will follow the information recorded in the NDIS portal when delivering your Services.

**Limitations of Service Provision:** CRAMLI may not be able to provide all services requested if they fall outside our areas of expertise, if funding is insufficient, or if the required staffing, skills, or resources are not

available. In such cases, we will communicate openly with you and may assist with referrals to other suitable providers.

**Duty of Care and Risk Management:** CRAMLI has a duty of care to all participants, staff, and the wider community. If we identify any issues that pose a risk to safety, wellbeing, or the integrity of service delivery, we may need to modify, suspend, or cease services. This includes, but is not limited to:

- Serious behavioural or environmental risks
- Interference with CRAMLI’s professional obligations or service provision
- False or misleading claims or allegations
- Unpaid invoices or failure to meet agreed financial obligations

Where necessary, CRAMLI may escalate concerns to appropriate external bodies, including emergency services, regulatory agencies, or legal representatives. In cases of non-payment, CRAMLI reserves the right to initiate debt recovery proceedings. All legal, administrative, and debt collection costs incurred in this process will be the responsibility of the participant or their Representative and will be added to the outstanding balance. CRAMLI accepts no liability for these costs.

**Complaints and Feedback:** CRAMLI values your feedback. If you have concerns, don’t agree with a decision, or don’t understand something, we encourage you to speak with us so we can work together to resolve it. We are committed to listening, explaining, and improving. All complaints are managed confidentially and in accordance with our Feedback and Complaints Policy, which aligns with NDIS Practice Standards.

### **Responsibilities Under the Service Agreement**

At CRAMLI, we believe in working in partnership with participants to deliver high-quality, person-centred supports. The NDIS is a contribution towards your support needs — it is not intended to cover every service or expense. To maximise your plan and outcomes, we each have a role to play. CRAMLI will uphold its obligations under the NDIS Practice Standards, while participants and their representatives are expected to actively engage in their supports, contribute to decision-making, and communicate openly. Together, we work toward improving your quality of life, increasing your independence, and building your capacity.

#### **CRAMLI’s Responsibilities**

Deliver Specialist Behaviour Support and Therapeutic Supports in accordance with NDIS Practice Standards and the NDIS Rules

#### **Participant / Representative Responsibilities**

Be actively involved in setting and reviewing your goals and support plan

### **CRAMLI's Responsibilities**

Work collaboratively with you and your Representative to identify appropriate services

Deliver services within CRAMLI's professional scope, available resources, and allocated NDIS funding

Adapt and review services in line with changes to your needs, goals, and preferences

Ensure staff are trained in CPI, trauma-informed care, and other relevant frameworks to support safe and respectful service

Develop Behaviour Support Plans, provide progress reports, and support data collection and review

Claim for travel, non-face-to-face supports, and NDIA Requested Reports as permitted under the NDIS Pricing Arrangements

Maintain confidentiality, privacy, and security of your personal and clinical information

Work collaboratively with other stakeholders or allied health professionals who also have agreements to support you

Support coordination and communication between your care team to ensure integrated service delivery

Notify you of changes to service availability or staffing, or if services need to be ceased due to risk, safety, or resourcing

### **Participant / Representative Responsibilities**

Provide accurate and timely information, including changes to health, medication, behaviours, or living arrangements

Ensure requested services are within the funding available in your current, approved NDIS Plan

Notify CRAMLI if you change, suspend, or cease participation in the NDIS, and provide updated Plans when available

Be available at the agreed time and location for scheduled appointments

Pay all invoices promptly and in full, whether through NDIS-managed, plan-managed, or self-managed funds

Inform CRAMLI of any concerns about the services being delivered

Treat CRAMLI staff, contractors, and others involved in service delivery with respect

Provide CRAMLI with relevant contact information for other service providers supporting your goals

Provide relevant health or behavioural information that may impact safe service delivery (e.g. seizures, absconding, allergies)

Provide a minimum of two (2) clear business days' notice for cancellations or reschedules, or as agreed

### CRAMLI's Responsibilities

Manage complaints and feedback respectfully and confidentially, in line with the NDIS Practice Standards

### Participant / Representative Responsibilities

Understand your right to access services that are safe, respectful, and inclusive, and to provide feedback or make a complaint without fear

### Fees for Services

CRAMLI will charge for all services delivered under this agreement in line with the current **NDIS Pricing Arrangements and Price Limits (2025–26)** and as outlined in this Service Agreement - **Please note:** CRAMLI's service prices may change at any time in line with updates to the NDIS Price Guide, even if this agreement has already been signed.

All services are billed based on actual time worked, recorded in decimal-hour format (e.g. 0.17 = 10 minutes, 0.25 = 15 minutes). Billing may commence from a minimum of 10 minutes of service delivery. Any rounding is based on time genuinely worked and documented in line with the NDIS Pricing Arrangements.

By signing this Service Agreement, you acknowledge and agree that the fees and services described will be charged to your NDIS Plan (or billed privately to you for payment).

### Category

### Description of Billable Work

#### Direct Service Delivery

- Observations at school, work, day placement, home, or other relevant settings
- Direct sessions with the participant and/or those supporting the participant
- Training, coaching and implementation of plans
- Telehealth and/or face-to-face
- Writing and developing: interim behaviour support plans, comprehensive behaviour support plans, functional behaviour assessments, positive behaviour support plans

#### Assessment and Plan Development

- Creating protocols, fade-out plans, case formulation documents, case notes, training packages, resource development, research and other related reports and works
- Data collection, administration, analysis, interpretation, development and implementation

| Category                                         | Description of Billable Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Collaboration and Communication</b>           | <ul style="list-style-type: none"><li>• Corresponding with therapists, allied health professionals, teachers, aides, doctors, government agencies, community supports, support workers, APO, OPA, support coordinators and other relevant stakeholders</li><li>• Engaging in meetings or case discussions with the participant’s team or other stakeholders</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Professional Consultation</b>                 | <ul style="list-style-type: none"><li>• Consulting or subcontracting with internal/external professionals to deliver services, interventions, or written outputs etc. Professionals may include: supervisors, psychologists, senior practitioners, or others deemed necessary by CRAMLI</li><li>• CRAMLI’s <b>Continuity of Supports Program</b> provides participants with two allocated workers — a <b>Primary Practitioner</b> and a <b>Secondary or Senior Practitioner</b> — to ensure seamless service delivery, particularly for participants with <b>complex needs or higher risk profiles</b>. This dual approach allows for:<ol style="list-style-type: none"><li>1. Ongoing support if one practitioner is on leave or unavailable</li><li>2. Additional oversight and expertise where clinically appropriate</li><li>3. Smooth transitions without disruption or reintroduction</li></ol></li></ul> |
| <b>Continuity of Supports Program</b>            | <ul style="list-style-type: none"><li>• Billing will apply to both practitioners when joint involvement is required and considered <b>reasonable and necessary</b> under the NDIS. This may include joint assessment sessions, handovers, training, incident reviews, or strategy development to support the participant’s goals.</li><li>• Reviewing external documents related to health, behaviour, or psychosocial needs (e.g. incident reports, psychological/forensic assessments, sensory reports, police/NDIS/OT/speech/therapy reports) anything else relevant and necessary to support the participant</li></ul>                                                                                                                                                                                                                                                                                      |
| <b>Document Review</b>                           | <ul style="list-style-type: none"><li>• Sharing assessment and behavioural information with relevant support providers, carers, or agencies</li><li>• Training and informing support teams using de-identified or participant-specific materials, as appropriate</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Information Sharing and Capacity Building</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

| <b>Category</b>                                         | <b>Description of Billable Work</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Behaviour Support Plan Implementation Monitoring</b> | <ul style="list-style-type: none"><li>• Collaborating with mainstream and allied providers to monitor BSP implementation</li><li>• Informal feedback from teams and network; formal data collection and restrictive practice monitoring per legislative requirements</li><li>• Where a participant's needs require more than one worker or therapist (e.g. shadow shifts, handovers, or supervision), CRAMLI may bill for each professional involved during support delivery.</li></ul>                                                                                                                          |
| <b>Claiming for More Than One Worker or Therapist</b>   | Examples include: <ul style="list-style-type: none"><li>• Shadow shifts for participants with complex communication, behavioural, or medical needs</li><li>• Therapist supervision or training for Therapy Assistants (Levels 1 or 2 - Entry level and core meeting Capability Framework)</li><li>• Case conferences/formulation between therapists regarding participant care</li><li>• Reporting incidents to the NDIS Quality and Safeguards Commission, with consent to notify the participant's nominated support person(s) where appropriate</li></ul>                                                     |
| <b>Incident Reporting</b>                               | <ul style="list-style-type: none"><li>• With relevant state and territory authorities such as Child Protection</li><li>• Uploading BSPs to PRODA and service bookings to MyPlace/PACE</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Administrative Functions</b>                         | <ul style="list-style-type: none"><li>• All correspondence (phone calls, texts, emails), preparation, report reading, analysis, care team meetings, session documentation and anytime invested in a participation program</li><li>• Internal quality checks and review processes, including CRAMLI's QEII review framework</li><li>• Compliance activities and clinical governance to meet the NDIS Practice Standards, Restrictive Practice reporting, and regulatory audit requirements- Documentation audits, quality improvement activities, and oversight by internal governance or quality teams</li></ul> |
| <b>Compliance and Quality Assurance</b>                 | <ul style="list-style-type: none"><li>• All reports and assessments undertaken by CRAMLI Psychological and Behavioural Services undergo a rigorous Quality Assurance process to ensure compliance with the <b>NDIS Act 2013 (as amended in 2024)</b>, the</li></ul>                                                                                                                                                                                                                                                                                                                                              |

| Category                               | Description of Billable Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| <b>Support and Safety Plan</b>         | <p data-bbox="507 309 1449 398"><b>NDIS (Restrictive Practices and Behaviour Support) Rules 2016</b>, and the <b>NDIS Behaviour Support Capability Framework</b>.</p> <ul data-bbox="459 421 1489 1624" style="list-style-type: none"><li data-bbox="459 421 1489 728">• As part of our legislative and professional obligations, all registered practitioners participate in regular <b>clinical supervision and peer review</b>. Where supervision or oversight directly relates to a participant’s care—such as case formulation, review of Behaviour Support Plans, or strategies to reduce and eliminate restrictive practices—it may be billed under the participant’s NDIS plan, in line with NDIS guidelines.</li><li data-bbox="459 750 1489 896">• This process supports CRAMLI’s commitment to evidence-based practice, safeguards, and the delivery of high-quality behavioural support aligned with national regulatory standards.</li><li data-bbox="459 918 1489 1512">• A Support and Safety Plan outlines key strategies to <b>keep the participant safe and supported</b> across home, community, and service environments. It includes:<ol data-bbox="555 1086 1460 1512" style="list-style-type: none"><li data-bbox="555 1086 1388 1176">1. Known risks or concerns (e.g. health, behaviours of concern, environmental risks)</li><li data-bbox="555 1198 1460 1288">2. Clear actions and responsibilities for preventing and responding to incidents</li><li data-bbox="555 1310 1332 1355">3. Escalation steps and key contacts in case of emergencies</li><li data-bbox="555 1366 1452 1456">4. Guidance for staff or support workers to promote consistency and safety</li><li data-bbox="555 1467 1396 1512">5. Embedded emergency and disaster planning (where relevant)</li></ol></li><li data-bbox="459 1534 1489 1624">• Each plan is developed collaboratively with the participant, their family or support network, and is tailored to their individual needs and circumstances.</li><li data-bbox="459 1646 1489 1908">• Emergency and disaster planning is typically included within the participant’s <b>Support and Safety Plan</b>. However, where the practitioner has <b>reasonable belief</b> that a separate Emergency and Disaster Management Plan is required (e.g. for high-risk or complex situations), a standalone document will be developed.</li></ul> |
| <b>Emergency and Disaster Planning</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

| Category                                                     | Description of Billable Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Restrictive Practice (RP) Assessment and Consultation</b> | <ul style="list-style-type: none"><li>• This will refer to the <b>appropriate government guidelines</b> and emergency services in the participant’s state or territory to ensure safety, continuity of care, and alignment with best practice.</li><li>• It includes consultation with the participant, their support team, and other stakeholders to understand the context, assess risks, and identify least restrictive alternatives.</li><li>• Where a regulated restrictive practice is confirmed or recommended, this process ensures that it is clearly documented, clinically justified, and aligned with the <b>NDIS Commission’s requirements</b>. It may also involve developing or updating a Behaviour Support Plan and supporting the authorisation process (if required by the state/territory).</li><li>• Preparation time is required for all care team meetings, face-to-face appointments, and training sessions, and will be billed based on the actual time taken to prepare.</li></ul> |
| <b>Preparation Time</b>                                      | <p>Note: We invest time preparing for care team meetings, face-to-face visits, and training to ensure quality service is delivered and practitioners are prepared for the delivery of the service</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Travel (Effective 1 July 2025)</b>                        | <ul style="list-style-type: none"><li>• Labour component: capped at 50% of the hourly rate- Non-labour costs: kilometres (up to \$0.99/km), tolls, parking (takes effect as per this signed agreement)</li></ul> <p>MMM Travel Time Limits:</p> <ul style="list-style-type: none"><li>• Up to 30 minutes each way (MMM1–MMM3)</li><li>• Up to 60 minutes each way (MMM4–MMM5)</li><li>• For MMM6 (remote) and MMM7 (very remote) areas, travel is not subject to time limits. Remote and very remote loadings of 40% and 50% respectively remain unchanged.</li><li>• Shared travel time apportioned fairly and shown transparently on invoices</li></ul> <p>CRAMLI charges for provider travel following the NDIS Pricing Arrangements. For behaviour support and therapeutic supports, we charge labour costs for travel at 50% of the standard hourly rate, up to 30 minutes each way in MMM1–3 areas and up to 60 minutes each way in MMM4–5 areas. Additional non-labour costs such as</p>              |

| <b>Category</b>                                | <b>Description of Billable Work</b>                                                                                                                                                                                    |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                | petrol (up to \$0.99/km), tolls, and parking will be claimed automatically when signing this agreement.                                                                                                                |
|                                                | Improved Relationships <ul style="list-style-type: none"><li>• <b>Provider Travel – Non-Labour</b></li></ul>                                                                                                           |
|                                                | Therapy Supports over 9 <ul style="list-style-type: none"><li>• <b>Provider Travel – Non-Labour</b></li></ul>                                                                                                          |
|                                                | Early Interventions <ul style="list-style-type: none"><li>• <b>Provider Travel – Non-Labour</b></li></ul>                                                                                                              |
| <b>Short Notice Cancellations and No-Shows</b> | <ul style="list-style-type: none"><li>• Full (100%) fee applies when cancellations are made with less than <b>2 clear business days’ notice</b>- Travel time and costs will also be charged where applicable</li></ul> |

Any activity that requires a practitioner’s or worker’s time as part of the participant’s program—including planning, preparation, communication, documentation, travel and follow-up—will be billed at the appropriate hourly rate.

### Payment Method

| <b>Funding Method</b>                         | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Self-Managed</b>                           | The Participant manages their own NDIS funds. CRAMLI will issue invoices upon completion of services. Invoices must be paid in full within 7 calendar days. The Participant or their authorised representative is responsible for payment. If payment is not received within 30 days, CRAMLI reserves the right to initiate debt collection or legal recovery. All associated fees will be passed onto the Participant. |
| <b>Plan Nominee Managed</b>                   | A nominated person manages the Participant’s funds. CRAMLI will issue invoices to the nominee. Invoices must be paid within 7 calendar days. Failure to pay may result in debt recovery, with associated costs payable by the nominee.                                                                                                                                                                                  |
| <b>NDIA Managed</b>                           | The NDIA directly manages and pays for services. CRAMLI will claim payment through the MyPlace Provider Portal. No action is required from the Participant. Debt collection or legal recovery will not apply in NDIA-managed cases, unless there is evidence of fraud or intentional misuse.                                                                                                                            |
| <b>Plan-Managed (Registered Plan Manager)</b> | A registered Plan Manager is responsible for payments. CRAMLI will invoice the Plan Manager directly. The Participant must ensure that the Plan Manager’s details are provided. If the Plan Manager fails to pay, CRAMLI may issue the invoice to the                                                                                                                                                                   |

### **Funding Method Description**

Participant for private payment. Debt collection or legal action may follow if payment is not made within 30 days.

### **Privately Paid**

If NDIS payment cannot be obtained due to expired plans, insufficient funding, or failure by the above payers, the Participant (or their representative) will be personally responsible for paying the invoice. Legal and debt recovery action may be initiated after 30 days, and all associated fees will be the responsibility of the payer.

## **Definition of Engagement and Engaged Services**

For the purposes of NDIS Behaviour Support reporting and compliance with the *National Disability Insurance Scheme (Restrictive Practices and Behaviour Support) Rules 2018*, CRAMLI is considered **engaged** on a *specific date defined within this Service Agreement*. These dates are set out in the service agreement.

The Engagement Date is the date from which all Behaviour Support obligations and legislated timeframes begin, including:

- Interim Behaviour Support Plan: **due within 1 month of Engagement Date**
- Comprehensive Behaviour Support Plan & FBA: **due within 6 months of Engagement Date**
- CRAMLI internal timeframes
- QA requirements
- PRODA upload requirements

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

CRAMLI reserves the right to charge **100% of the scheduled service fee** in the following circumstances:

### **No-Show or Non-Attendance**

- The participant does not attend the scheduled service; or
- The participant is not present at the agreed location at the scheduled time; or
- CRAMLI staff are travelling to or have already arrived at the appointment and the service cannot proceed.

### **Late Cancellations (Less than 2 Clear Business Days' Notice)**

- A cancellation made with less than **48 hours' notice** will be billed at the **full rate (100%)**.
- This includes the **travel time** allocated for the appointment, charged at **50% of the applicable hourly rate**, in line with the NDIS Price Guide 2025–26.

### **Late Arrivals**

- If a participant arrives late to a scheduled session, only the remaining time in that session will be delivered.
- The **full time that was originally scheduled** will be billed. For example:

*If a session is scheduled from 10:00 AM to 11:00 AM and the participant arrives at 10:30 AM, the session will conclude at 11:00 AM and CRAMLI will charge for the full hour.*

## Privacy, Confidentiality, Duty of Care and Mandatory Disclosure

CRAMLI is committed to protecting your privacy and handling all personal information in accordance with the **Privacy Act 1988 (Cth)**, the **NDIS Practice Standards**, and applicable **State/Territory Child Safety and Mandatory Reporting Laws**.

By engaging with CRAMLI, you acknowledge and agree to the following:

### Privacy and Confidentiality

All information provided to CRAMLI by the participant, their representative, or other third parties is treated as confidential and handled in accordance with relevant legislation and our internal policies.

- Your information will be used for the purpose of assessment, service delivery, planning, quality assurance, and compliance.
- Information may be shared with other service providers, medical professionals, or agencies involved in your care — **only with your consent**, unless required or authorised by law.

### Consent for Recording, Documentation and Attendance Verification

By signing this Agreement, the participant (or their authorised nominee) acknowledges and consents to the following practices used by CRAMLI to deliver NDIS-funded supports in a compliant, transparent, and accountable manner:

- **CRAMLI may take screenshots** of Telehealth sessions, video calls, SMS communications, or report uploads (e.g. PRODA confirmation pages) for the purpose of:
  - Verifying attendance and engagement
  - Supporting defensible documentation
  - Meeting NDIS reporting and billing compliance requirements
- All screenshots and related documentation:
  - Will be stored securely in the participant's record (e.g. Echidna case management system)
  - Will never be shared outside of authorised systems or CRAMLI's approved personnel

- Will not include the names, faces, or information of any other client
- May be used as part of internal or external quality audits, compliance reviews, or clinical file checks
- Unless CRAMLI is notified in writing, all records and documentation will be automatically included in quality audits and NDIS compliance activities as required under:
  - **The NDIS Code of Conduct**
  - **The Privacy Act 1988 (Cth)**
- In the case of group-based support or training (e.g. Clinical Presentation, stakeholder consultation):
  - Only relevant participant or staff information will be visible
  - Screenshots will be reviewed to ensure no private chat, unrelated files, or unauthorised details are visible

If a participant or nominee does not consent to the use of screenshots for verification or audit, they must notify CRAMLI in writing prior to the commencement of services.

### **Duty of Care and Mandatory Reporting**

CRAMLI has a **duty of care** to all participants, staff, and the broader community.

Where staff become aware of, or suspect, that a person is at risk of harm, abuse, neglect, or exploitation, CRAMLI is **legally obligated** to report this to appropriate authorities. This may include but is not limited to:

- **Child Protection Services**
- **Adult Guardianship and Advocacy Bodies**
- **NDIS Quality and Safeguards Commission**
- **Emergency or Welfare Services**

These disclosures may occur **with or without consent**, in accordance with relevant **State/Territory mandatory reporting laws and safeguarding obligations**.

### **Data Accuracy and Corrections**

CRAMLI will take all reasonable steps to ensure that the information we hold is accurate, up-to-date, and complete.

- If you believe any information we hold is incorrect, you may request a correction. CRAMLI may update or amend the record to reflect the correction.
- However, **CRAMLI will not delete, conceal, or destroy** any part of a record upon request — even if you are no longer an active participant. This is to ensure legal, clinical, and compliance standards are met.

## Storage, Access, and Retention

CRAMLI securely stores your information in accordance with:

- The **NDIS Practice Standards**
- **The Privacy Act 1988 (Cth) and relevant State/Territory laws**
- Clinical governance and recordkeeping obligations (e.g. retention periods for health and disability records)

Information is retained for a legally prescribed duration, even after services have ceased. Access to personal records is restricted to authorised personnel only.

## Summary of Feedback, Complaints, and Termination Policies

| Topic                                         | Summary                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Feedback and Complaints</b>                | CRAMLI encourages open communication. If you're comfortable, please raise concerns with us directly to resolve issues quickly. Complaints may be made anonymously via phone, form, or post.                                                                                                                                                                                               |
| <b>How to Complain to CRAMLI</b>              | <ul style="list-style-type: none"><li>• In person: Unit 1/385 McClelland Dr, Langwarrin VIC 3910</li><li>• By email: <a href="mailto:admin@cramli.com.au">admin@cramli.com.au</a></li><li>• Post: Unit 1/385 McClelland Dr, Langwarrin VIC 3910</li><li>• Website: <a href="http://cramli.com.au">cramli.com.au</a></li><li>• Phone: 1800 272 654</li><li>• Phone: 1800 035 544</li></ul> |
| <b>How to Complain to the NDIS Commission</b> | <ul style="list-style-type: none"><li>• TTY: 133 677</li><li>• Website: <a href="http://www.ndis.gov.au/ndis-complaints">NDIS Complaints</a></li><li>• Via National Relay Service</li></ul>                                                                                                                                                                                               |
| <b>NDIS Complaint Grounds</b>                 | <ul style="list-style-type: none"><li>• Unsafe or disrespectful service</li><li>• Services not delivered to expected standards</li></ul>                                                                                                                                                                                                                                                  |
| <b>Resolution Process</b>                     | CRAMLI aims to resolve all complaints promptly, professionally, and in line with our internal Feedback and Complaints Policy.                                                                                                                                                                                                                                                             |

## Suspension, Ceasing, or Making a Client Inactive

### Grounds for Pause or

| Termination of Services | Examples and Conditions |
|-------------------------|-------------------------|
|-------------------------|-------------------------|

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|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Funding and Billing Issues</b> | Services may be paused due to unresolved funding (e.g., PACE delays) or unpaid invoices. CRAMLI may make a client inactive or cease services to meet reporting and legal obligations under the <i>NDIS Act 2022</i> , <i>Behaviour Support Rules 2018</i> , and <i>Restrictive Practices Rules 2016</i> . |
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| <b>Client Disengagement</b> | No contact for 2- months, or repeated lack of engagement or refusal to work toward goals. |
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| <b>Conduct or Safety Risk</b> | Verbal abuse, threats, property damage, defamation of CRAMLI staff, refusal to follow risk or safety strategies. |
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|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Clinical or Operational Limitations</b> | CRAMLI may cease services if: <ul style="list-style-type: none"><li>• We lack the skills, staffing, or scope</li><li>• Your needs change significantly</li><li>• We cannot meet your therapeutic goals.</li></ul> |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                       |                                                                                                                      |
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| <b>Non-Compliance</b> | Repeated failure to provide critical information, ignoring professional advice, or refusal to approve key documents. |
|-----------------------|----------------------------------------------------------------------------------------------------------------------|

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| <b>Formal Withdrawal or Deceased Client</b> | You may choose to terminate in writing at any time. We also cease services if the client passes away. |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------|

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|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CRAMLI's Rights</b> | We may cease services <b>immediately</b> where safety, legal, or ethical obligations are breached. We will attempt to resolve issues and support transitions wherever possible. |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Ending this Agreement

Either party may end this Service Agreement by giving **14 days' notice in writing**. If the participant wishes to end the agreement with less notice, they may be charged for any scheduled services within the 14-day period unless otherwise agreed.

### Goods and Services Tax (GST)

The parties agree that:

- The supply of services under this Agreement constitutes the delivery of one or more reasonable and necessary supports as outlined in the statement included under subsection 33(2) of the *NDIS Act 2013*, within the Client's current NDIS Plan (section 37 of the *NDIS Act*);
- The Client's NDIS Plan is expected to remain in effect for the duration of this Agreement; and
- The Client or their representative must immediately notify CRAMLI Psychological and Behavioural Services if the Plan is replaced, significantly changed, or if the Client ceases to be a participant in the NDIS.

### **Governing Law and Jurisdiction**

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

### **General Terms**

- **Amendment:** This Agreement may only be amended in writing, signed by both parties.
- **Waiver:** A right or provision in this Agreement may not be waived unless the waiver is in writing and signed by the waiving party.
- **Exercise of Rights:** Rights may be exercised independently or jointly, and delay or partial exercise of a right does not preclude further enforcement.
- **Cumulative Remedies:** The remedies provided in this Agreement are in addition to any legal remedies available under law.
- **Assignment:**
  - a. The Agreement binds both parties and their permitted successors or assigns.
  - b. The Client may not assign this Agreement without CRAMLI's consent. CRAMLI may assign its rights under this Agreement at its discretion, subject to relevant NDIS rules.
- **Severability:** If any provision is deemed invalid or unenforceable, it will be read down or severed to the extent required, without affecting the rest of the Agreement.
- **Counterparts:** This Agreement may be signed electronically and in counterparts, which together form a single agreement.
- **Consent or Approval:** Unless explicitly required, consent may be given or withheld at a party's absolute discretion.
- **Entire Agreement:** This document is the full and complete agreement between the parties and supersedes all prior discussions or agreements.

- Further Assurances: Both parties agree to do all things reasonably necessary to give effect to the Agreement, including executing further documents if required.
- Relationship: Nothing in this Agreement creates a partnership, agency, or employment relationship between the parties.
- Notices:
  1. Notices may be delivered by hand, post, or email to the last known address.
  2. A notice is deemed received:
    - By hand: at delivery if before 5:00 pm on a business day; otherwise, the next business day.
    - By post: two business days after posting.
    - By email: at the time of sending if before 5:00 pm on a business day and no failure delivery message is received; otherwise, the next business day.

### Scope of Consent and Information Sharing

By signing this Service Agreement, you consent to CRAMLI Psychological and Behavioural Services (CRAMLI) collecting, using, and sharing personal and sensitive information necessary to deliver services in line with the NDIS Practice Standards, Privacy Act 1988 (Cth), and applicable State/Territory child protection laws.

You specifically consent to CRAMLI practitioners undertaking the following activities to support the participant's behavioural, psychological, and developmental needs:

#### Observations and Direct Engagement

- Observe the participant at work, school/day placement, home, or other relevant settings.
- Conduct sessions with the participant and/or those who support them directly.

#### Assessments and Report Writing

- Complete assessments, write Interim or Comprehensive Behaviour Support Plans (IBSP/CBSP), and prepare Functional Behaviour Assessments, management protocols, training sessions, case notes, and other professional documents.
- Prepare reports requested by relevant third parties, including the NDIA, schools, guardians, housing providers, support coordinators, or the participant's representative.

#### Interprofessional Communication

- Engage with allied health professionals, teachers, support coordinators, doctors, government and regulatory bodies, or any other relevant stakeholders involved in the participant's care.

### **Use of CRAMLI's Continuity of Supports Program**

- Provide support through a **primary and secondary practitioner** model, ensuring service continuity even when one worker is unavailable (e.g., on leave).
- Both workers may contribute to the participant's plan and are able to bill according to the services provided under this agreement.

### **Subcontracting and Collaboration**

- Consult with internal and external professionals to strengthen ethical decision-making, evidence-based practice, and intervention design. This may include:
  - Clinical or General Psychologists
  - Senior or Advanced Behaviour Practitioners
  - Any other relevant personnel deemed necessary for effective support

### **Document Review and Risk Reporting**

- Review documents such as incident reports, medical/psychological reports, OT or speech pathology assessments, sensory profiles, and legal or police reports, as relevant to the service being delivered.
- Share assessment findings, reports, and behavioural strategies with relevant stakeholders as needed to facilitate informed and consistent support.

### **Behaviour Support Plan Monitoring**

- Participate in both formal and informal collaborative monitoring with other providers (e.g. regular team meetings, data review, feedback collection).
- Share relevant data on regulated restrictive practices as required under the NDIS (Restrictive Practices and Behaviour Support) Rules 2016.

### **Incident Reporting and Notifications**

- In situations requiring notification to the NDIS Quality and Safeguards Commission, you consent to informing relevant support persons, including guardians, families, or carers, as appropriate.

### **PRODA and MyPlace Submissions**

- CRAMLI will develop and upload your Behaviour Support Plan via the NDIS Commission portal (PRODA) and create a corresponding service booking on the MyPlace portal.

**CRAMLI Psychological and Behavioural Services**

**ABN 45 644 279 729**

**Terms of Agreement - Terms and Conditions for Behaviour Support and Therapeutic Services under the NDIS**

