



# Soul Speech Pathology - Service Agreement

ABN: 33 654 854 609

Clinic Location: Suite 5/12 Alma Road, New Lambton NSW 2303 (Access Via Cromwell Street)

Phone: (02) 4942 1516

Email: info@soulspeech.com.au

## NATIONAL DISABILITY INSURANCE AGENCY SERVICE AGREEMENT

This service agreement is made between:

Participant: \_\_\_\_\_ and Provider: **Soul Speech Pathology**

This service agreement will exist for the period of the NDIA plan:

from:

to:

Agreed Service Provision: \_\_\_\_\_

To occur via: clinic appointments/ School or Preschool visits/ Other

At the agreed frequency: Weekly / Fortnightly / Monthly / Other: \_\_\_\_\_

For the planned NDIS consultation duration: 60 mins / 45 mins/ 30 mins

Using the following NDIS funding type: Self-managed / Plan-nmanaged

For costs at the rates of: \$ \_\_\_\_\_ per 60/45/30 min session

Travel costs:	\$	Labour
	\$	Non-labour
Total	\$	Travel per session

**Total cost per session: \$**

Note: costs for provision of therapy supports may vary if appointment times or locations are modified during the period of this agreement.

The National Disability Insurance Scheme and this service agreement

This service agreement (the Agreement) is made for the purpose of providing speech pathology services under the Participant's National Disability Insurance Scheme (NDIS) Plan (the Plan).

For the purpose of this agreement, the participant's representative is:

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The participant and Soul Speech Pathology (the Provider) agree that this Agreement is made in context of the NDIS, which is a scheme that aims to:

- Support the independence and social and economic participation of people with a disability.
- Enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

#### Provider's Responsibilities

The Provider agrees to:

- Treat you and the people you choose to be involved in your intervention with respect and courtesy;
- Provide a minimum of twenty-four (24) hours' notice, where possible, if we have to change a scheduled appointment (see 'Change to Services' below for more information);
- Work with you and/or your representative and other relevant stakeholders (where required) to provide services in a manner that suits your needs;
- Consult you and/or your representative about decisions about how services are provided;
- Communicate openly, honestly and in a timely manner.
- Listen to you and/or your representative's feedback and work to resolve issues and concerns quickly;
- Review your service provision with you and /or your representative carer every 12 months;
- At all times, comply with all Legislation, Rules, Regulations, Laws, Acts, and Standards, established by Government Authority as they relate to the provision of services under this Agreement;
- Under no circumstances is the provision of agreed services to discredit the valued status and/or prejudice the name of either yourself and/or your representative of Soul Speech Pathology;
- Ensure criminal record checks have been completed for clinicians providing you services;
- Ensure that clinicians using their own motor vehicles to provide direct service have a current driver's licence and comprehensive motor insurance coverage;
- Give you and/or your representative the required notice if we need to end the Agreement (see 'Ending this Service Agreement' below for more information).
- Protect you and/or your representative's privacy and confidential information; and
- Keep accurate records on the service provided to you.

### Participant's/Participant's Representative's Responsibilities

The Participant/Participant's representative agree to:

- \* Work with the Provider to ensure that the services delivered meet my needs;
- \* Inform the Provider of any changes to my situation that I expect will have an impact on this Agreement;
- \* Inform the Provider of any matter that will affect the capacity of the Provider's employees to deliver my services safely;
- \* Work with the Provider in relation of any assessment of risk necessary to deliver the services;
- \* Treat the Provider with courtesy and respect;
- \* Talk to the Provider if I have any concerns about the services being provided;
- \* Give the Provider a minimum of twenty-four (24) hours' notice if I cannot make a scheduled appointment (see 'cancellation of Services' below for more information);
- \* Give the Provider four (4) weeks' notice if I need to end this Agreement (see 'Ending this Service Agreement' below for more information); and
- \* Let the Provider know immediately if my Plan is suspended, replaced by a new plan or if I stop being a participant in the NDIS.

### Pricing, Payments and the Goods and Services Tax (GST)

For the purposes of GST legislation, the Participant/participant's representative and the Provider (the Parties) agree that:

- \* The Plan is expected to remain in effect during the period the services are provided; and
- \* The Participant/Participant's representative will immediately notify the Provider if the Plan is replaced by a new plan or the Participant ceases to be a participant of the NDIS.

### Changes to Services

Should the Participant/Participant's representative or the Provider (the Parties) need to make minor changes to the service provided or the manner in which they are delivered, each Party agree to give a minimum of twenty-four (24) hours' notice.

Should either Party need to make major changes to the services provided or the manner in which they are delivered, each Party agree to give a minimum of two (2) weeks' notice. However, if extenuating circumstances present, the above-mentioned requirements of notice may be waived. Should changes start to occur on a regular basis, both Parties agree to review the Agreement. Any resultant changes to the Agreement will be in writing and signed and dated by both Parties.

### Suspension of Services

The Provider may suspend the delivery of services in the event that:

- \* The Participant/Participant's representative fails to pay the amount required for service delivered;
- \* The Participant/Participant's representative does not comply with the 'Participant/Participant's representative's responsibilities' section of this agreement;

- \* The Participant/Participant's representative fails to rectify any issue identified by the Provider that may hinder the effective delivery of services;
- \* The Provider determines that the delivery of services poses a risk to the safety of the Participant or an employee of the Provider; and/or
- \* The Provider receives a directive from a National Disability Insurance Agency (NDIA) (or another Government body) to suspend delivery of services.

#### Cancellation of Services

The Provider acknowledges that unforeseen circumstances can arise and that a scheduled service provision may need to be cancelled at short notice by either the Participant/Participant's representative or the Provider.

The National Disability Insurance Agency (NDIA) Price Guide outlines the guidelines by which a provider can recover fees associated with a cancelled booked speech service provision. Soul Speech Pathology will claim for cancelled services as per the guidelines of the current NDIA Price Guide. The Price Guide may be accessed on the NDIS website [www.ndis.gov.au](http://www.ndis.gov.au).

As per Soul Speech Pathology Attendance and Fee payment policy, if six or more appointments within a six-month period are not attended, with or without notice, following a subsequent cancellation, further ongoing service provision will need to be re-negotiated with the treating clinician.

Should the Participant/participant's representative need to notify the Provider of a cancellation, the Participant/Participant's representative will need to call or text Soul Speech Pathology on 0448136229 or 0466678118. Alternatively, the Participant/Participant's representative can respond to the automated SMS cancelling the scheduled service provision. SMS reminder messages are sent out approximately 24 hours prior to the scheduled appointment.

Should the Provider be unable to deliver a scheduled service provision to the Participant no claim against the Participant's Plan will be made. Where appropriate and applicable, the delivery of cancelled services is to be renegotiated between the Parties.

#### Direct and Indirect Service Provision

A combination of direct and indirect services may be provided to the Participant throughout the period of this Agreement. Direct scheduled services are clinic, school, or home-based therapy sessions. Indirect services include resource development, written reports, email correspondence and phone conversations to various professionals/individuals involved with the Participant. A claim will be made against the Participant's Plan on completion of both direct and indirect service provision in accordance with the guidelines outlined in the current NDIS Price Guide.

It should be noted that the Provider does not provide legal or financial advice, and does not retain or keep any physical property of the Participant. Where Participant's property (or property of other parties such as schools) is used during provision of supports, the property shall be returned/replaced at the end of the session.

#### Travel costs for provision of therapy supports

NDIS allows travel costs to be billed for the provision of off-site therapy supports as documented in the current NDIS Price Guide. Soul Speech Pathology will charge for travel costs as per the listed guidelines outlined in the current NDIS Price Guide for the provision of therapy supports. Participants and their carers can access the current Price Guide at [www.ndis.gov.au](http://www.ndis.gov.au).

As per the current NDIS Price Guide, providers can claim travel labour and non-labour costs:

**Provider Travel - Labour costs:** Providers can claim travel to and from the place of work when delivering face-to-face support. It is charged at the same rate and line item as the primary support and using 'travel' as type. Providers of supports in Capacity Building budgets can claim both to the place of service provision and back to a maximum of 30 minutes either way in non-remote areas.

**Provider Travel - Non-labour costs:** Providers can claim travel costs incurred such as tolls, parking, public transport and kilometres travelled (up to \$0.85 per kilometre).

Provider travel for incurred non-labour costs claimable will be claimed under the following line item: 15\_799\_0128\_1\_3 or 15\_799\_0118\_1\_3 as appropriate.

### Report Provision

Soul Speech Pathology will produce and provide reports for NDIS participants as per NDIS guidelines either "at the commencement of a plan that outlines plan objectives and goals, or at plan review that measures functional outcomes against the originally stipulated goals, or that makes recommendations for ongoing needs (informal, community, mainstream or funded supports). Providers may also claim for other NDIA-requested therapy report that is stipulated as being required in a participant's plan. Claims for NDIS requested reports should be made using the relevant support item, using the "NDIA Report" option in the myplace portal". NDIS Price Guide (2020-2021) is accessible on the NDIS website [www.ndis.gov.au](http://www.ndis.gov.au).

Soul Speech Pathology bill report provision as per time taken for production either as a "standard" or "comprehensive" report. Reports written for NDIS participants incur GST in accordance with Speech Pathology Australia's guidelines ([www.speechpathologyaustralia.org.au](http://www.speechpathologyaustralia.org.au)):

A report will be GST free if it is for the 'appropriate treatment' of the individual, or a Medicare benefit is payable for the service. It will not be GST-free if it is provided to the individual to be used by a third party for a purpose other than the appropriate treatment of the recipients.

Therefore, reports written for the NDIA for a participant's plan review are subject to GST as this type of report is done separately to a consultation and no Medicare benefit is payable. Reports of this nature are not an ordinary and natural part of the performance of a GST-free health service and are issued as part of the reporting purpose of the NDIS (i.e 3rd party').

### Insufficient Funds

In the event that a claim is made against the Participant's Plan for a direct or indirect service provision and there are insufficient funds remaining in the Plan to enable a claim

to be completed, the Participant's representative is responsible for settling a private invoice for the amount which was to be claimed via the Participant's plan. The private invoice will be provided to the Participant/Participant's representative via email or mail and payment of same is required within twenty-four (24) hours of receiving the invoice via direct bank transfer. Account details for the bank transfer will be provided on the invoice.

#### Ending this Service Agreement

Should either Party need to end this Agreement, they must give four (4) weeks' notice. However, if extenuating services present, or either Party seriously breaches the terms of this Agreement, the requirement of notice may be waived.

#### Support provision in the event of emergency or disaster

Should a long-term facility disruption occur due to the occurrence of an emergency or disaster, a change of service type may occur where services would be continued to be provided to ensure client continuity of care, but service type would change to telehealth, school visit, or home visit as appropriate. If a service type change is not possible for a client, then the Clinical Director will liaise with the client, caregiver, coordinator of supports or nominated representative to determine the most appropriate course of action. Communication of any changes to participant's supports in this event would occur via participant's treating clinician via phone call or text. General notifications to all clients and caregivers in the event of an emergency or disaster will occur via the Soul Speech Pathology website.

#### Feedback, Complaints and Disputes

If the Participant/Participant's representative wishes to give feedback or make a complaint, then the Participant/Participant's representative can contact the NDIS Commission by calling 1800035544 or visit [www.ndiscommission.gov.au](http://www.ndiscommission.gov.au) for further information.

If you require assistance to make a complaint, you may wish to contact one of the external organisations listed below:

- \* NSW Ombudsman [www.ombo.nsw.gov.au](http://www.ombo.nsw.gov.au)  
Phone: 1800451524  
Email: [nswombo@ombo.nsw.gov.au](mailto:nswombo@ombo.nsw.gov.au)
- \* National Disability Abuse & Neglect Hotline  
[www.disabilityhotline.net.au](http://www.disabilityhotline.net.au)  
Phone: 1800880052  
Email: [hotline@workfocus.com](mailto:hotline@workfocus.com)
- \* Intellectual Disability Rights Service  
[www.idrs.org.au](http://www.idrs.org.au)  
Phone: 49265643  
Email: [info@idrs.org.au](mailto:info@idrs.org.au)
- \* NSW Council for Intellectually Disabled

www.nswcid.org.au  
Phone: 1800424065  
Email: mail@nswcid.org.au

#### Acknowledgement of documentation received

In signing the Statement of Agreement, the Participant/Participant's representative acknowledges receiving the following documents from Soul Speech Pathology and agrees to adherence to all policies provided:

- \* SSP Client Complaint Policy
- \* SSP Health and Safety notification
- \* SSP Inclusion Policy
- \* SSP Cancellation Policy
- \* SSP Client service provision costings
- \* SSP Practice Standards
- \* SSP Service Guidelines
- \* SSP Human Rights, Abuse & Neglect Policy
- \* SSP Privacy Policy

#### STATEMENT OF AGREEMENT

I/We \_\_\_\_\_, confirm that the terms and conditions of this Agreement have been explained to me and I agree to abide by them.

Name of participant/Participant's representative: \_\_\_\_\_

Signature of Participant/Participant's representative: \_\_\_\_\_

Date: \_\_\_\_\_

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I, \_\_\_\_\_ confirm that I have explained the terms and conditions of the Agreement to the Participant/Participant's representative, and on behalf of the Provider, I also agree to abide by them.

Name of Provider representative: \_\_\_\_\_

Position held by the Provider representative: \_\_\_\_\_

Signature of Provider representative: \_\_\_\_\_

Date: \_\_\_\_\_