



ABN: 26 528 135 974

Foundation of Hope Therapies Service Agreement

Participant			
Surname		First Name	
Date of birth		NDIS Number	
Address			
Parent / Guardian			
Name		Phone	
Email		Address	

Schedule of Supports			
Service Type	OT	Hours	
Plan Start		Plan End	
Plan / Self-Managed		Plan Manager	
Schedule of Supports			

Team Members			
Role	Name	Contact Details	Frequency of Supports
Occupational Therapist	Foundation of Hope Therapies	admin@foundationofhopetherapies.com 0481 716 504	
Paediatrician / GP			
Speech Therapist			
Physiotherapist			
Psychologist			
Support Coordinator / Keyworker			
Others (please list)			

Goals & Aspirations (NDIS / Family)	
Goal 1	
Goal 2	
Goal 3	
Goal 4	
Goal 5	



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AGREEMENT

Please read the FULL terms and conditions carefully by signing below you will be bound by them

In signing below:

- | | |
|--------------------------|-----------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | I/We acknowledge that I/We have been provided with reasonable access to the full terms of this Agreement; |
| <input type="checkbox"/> | I/We represent that I/We have read or had the opportunity to read the full terms of this Agreement; and |
| <input type="checkbox"/> | I/We agree to be bound by all the terms of this Agreement |

Signed by (or on behalf of the participant)

Signature of participant (or representative)

Date

Accepted by Director

Signed on behalf of the Executive Manager

Main Points of the agreement

1. Please provide 24 hours' notice of cancellation for your appointment. A FEE WILL BE CHARGED to your account if you do not show up for your appointment or if you choose to cancel within 24 hours of your appointment time.
2. Late arrivals will be seen for the remainder of their appointment time only. It is our goal to stay on schedule to the best of our abilities.
3. For plan managed participants, payment is required within 7 days. Self-managed participants are required to pay on the day of service.
4. Medicare rebates are the responsibility of the client. PLEASE BE ADVISED that Doctor assigned Mental Health Care Plans and Primary Health Care Plans only attract a \$52.00 rebate only. Out of pocket expenses are the responsibility of the participant. Not the service provider.
5. I agree to all the information contained in the Foundation of Hope Therapies Clinic Policy and Patient Consent Forms that I have been provided.
6. I declare that the above information is true and correct and authorise Foundation of Hope Therapies Clinic to rely on this information for the purpose of providing me with relevant health services specific to my existing injury/disability/condition.
7. I acknowledge that Foundation of Hope Therapies are not certified medical practitioners does not provide advice of a medical nature, and therefore by signing this form I consent to the treating practitioner and their seniors to discuss my historical, current, and future treatment and planning needs with my General Practitioner and any other relevant Health practitioners, and primary stakeholders that I am receiving treatment from. I hereby release to the full extent permitted.



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Terms & Conditions

1. Fee Schedule

Initial Appointment \$575

All new clients will be required to attend an initial appointment when commencing services with Foundation of Hope Therapies. This appointment includes:

- 30 minutes to read through referral form and any additional reports provided
- 90 minutes individual 1:1 therapy session
- Session planning, session notes, correspondence and collaboration with families, educators, or other stakeholders up to 60 minutes

Whilst we do our best to ensure that budgets are adhered to, **it is the client's responsibility to ensure that their time and funding is spent wisely. Any overtime will be billed in 15-minute increments at the rate of \$193.99 per hour**

Standard Therapy \$193.99

Office / School / Home / Zoom:

- Includes 45 minutes individual 1:1 therapy session
- Session planning, session notes, correspondence and collaboration with families, educators, or other stakeholders up to 15 minutes
- Home or school recommendations provided to families and educators following each session
- Travel fees apply to mobile services (including home / school visits)

Whilst we do our best to ensure that budgets are adhered to, **it is the client's responsibility to ensure that their time and funding is spent wisely. Any overtime will be billed in 15-minute increments at the rate of \$193.99 per hour**

Travel Fees \$193.99 per hour

Foundation of Hope Therapies providers will bill from the therapists' usual place of work to or from the participant or between participants. Foundation of Hope Therapies are also able to charge all above relevant travel fees for therapeutic supports delivered by both Level 1 and Level 2 Therapy Assistants, as per NDIS guidelines. Participants are urged to consider clinic-based sessions wherever possible to keep these fees to a minimum. Clinical visits do not incur a travel fee.

Correspondence, Progress Reports & Assessments

Correspondence \$48.50 (Per 15 minutes)

For all non-face to face communication, relevant charges will be set to 15-minute increments for pricing reference. This ensures fairness for all parties.

These fees are payable for all non-face to face consultations and communications relating directly to the client and include digital and telecommunication exchanges requiring direct input with qualified therapy staff, such as time spent on phone, time spent replying to email communications, time spent discussing report items report writing and similar.

Research undertaken by a capacity building provider specifically linked to the needs of a participant and to the achievement of the participant's goals may also be billable as a non-face-to-face support.

Reports \$193.99 (Per hour)

Providers are expected to provide progress reports to the participant and NDIS at agreed times. A provider will charge for the time taken to write a therapy report (including functional assessment) that is requested by the NDIA and claim this against the appointment at the hourly rate for the relevant support item. A report requested by the NDIA is considered a report that is required at the commencement of a plan which outlines plan objectives and



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goals, and at plan review which measures functional outcomes against the originally stipulated goals. Providers are also expected to make recommendations for ongoing identified needs (informal/community/mainstream and/or funded supports).

For participants requiring a report, they will need to arrange a 90-minute parent/carer session with a therapist to discuss the report and recommendations.

Assessments (Vary)

Assessment fees are individually priced to each Assessment item and will vary accordingly. Please contact your Foundation of Hope Therapies representative to enquire about set prices. Otherwise, these will be billed to your plan accordingly. Foundation of Hope Therapies representatives will only complete Assessments in which they are deemed professionally necessary to ensure the best intervention planning for your child/or the person in which they are providing care. All therapists at the Foundation of Hope are bound by professional standards as set out in reach relevant professional body which we hold our professional registration.

Occupational Therapy Assistant \$86.79 per hour

Foundation of Hope Therapies utilise therapy assistants to assist our senior therapist with implementing plans and procedures, running our group programs, and ensuring smooth running of day-to-day operations. All our therapy assistants are undertaking further studies in the Allied Health field and have had experience in working with individuals with all needs.

Cancellation Fee

Where a provider has a Short Notice Cancellation (or no show), they are able to claim **100% of the agreed fee** associated with the activity from the participant's plan, subject to this *NDIS Pricing Arrangements and Price Limits* and the terms of the service agreement with the participant.

A cancellation is a short notice cancellation if the participant:

- does not show up for a scheduled support within a reasonable time, or is not present at the agreed place and within a reasonable time when the provider is travelling to deliver the support; or
- has given less than two (2) clear business days' notice for a support that meets both of the following conditions:
 - the support is less than 8 hours continuous duration; AND
 - the agreed total price for the support is less than \$1000; or
- has given less than five (5) clear business days' notice for any other support.

In the event of an emergency, Foundation of Hope Therapies may waive cancellation fees. Please contact your allocated therapist if you believe this fits your circumstances at the earliest time.

2. Payments

Self-Managed

Self-Managed clients will be required to pay for their supports in full on the day of service delivery. We accept direct debit, eftpos and cash.

The Provider will seek full payment for their provision of supports delivered at the conclusion of the appointment. Payment is to be made by the authorised person noted as responsible for fees as directed by the participant or the person assuming primary responsibility for the participant (parent/carer) when agreeing to engage with the Foundation of Hope Therapies.

Should these details change at any time, it is the responsibility of the participants authorised legal representative to



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update these details at the time of their change. Please send this information in writing through to admin@foundationofhopetherapies.com within 7 days of any change.

Plan Managed

If utilising a Registered Plan Management Provider, the service provider will send the Plan Management Provider an invoice for supports after delivery for the Plan Management Nominee to **pay in full** within 7 days.

Reports

Any reports, letters of recommendations or other such documents requested are the property of Foundation Of Hope Therapies until payment has been made in full. These will only be released to participants and nominated personnel once **payment has been received in full**.

Fees, Costs and Expenses

1. Upon signing this Agreement, the client agrees to the payment terms as set above in 'Payments' and the following clauses;
2. The provider will not issue monthly invoices in respect of the service fees so it is the participants responsibility to ensure that they meet this payment obligation on time and in full throughout the service period. The provider may increase the service fee any time but must provide at least 28 days' notice of any increase. If the participant objects to the increase, the participant may, before the expiration of that 28 day period, terminate this Agreement by giving no less than 24 hours' notice to the provider. Any service fees paid by direct deposit/direct credit (Direct Payment) will not be credited to the participants account with the provider unless the participant identifies its Direct Payment clearly and as reasonably directed by the provider. The participant indemnifies the provider against any claim for loss, damage or expenses incurred by the provider in connection with its enforcement of this Agreement, due to the participants failure to correctly identify a Direct Payment;
3. The Cleaning Fee, payable on demand from the provider if the provider reasonably determines that the facility requires cleaning from participant misuse of equipment, materials or other.
4. Any fees specified in the Fees Schedule (if applicable and any reasonable costs incurred by the provider in collecting late or unpaid Fees, or in enforcing this Agreement in any way including, but not limited to, postage, telephone, debt collection or personnel costs and any Default Action costs.
5. The client is responsible for payment of any out-of-pocket expenses payable in respect of this Agreement.

3. Responsibilities

The Provider agrees to:

- Review the provision of supports at least once monthly with an authorised participant representative
- Once agreed, provide supports that meet the participant's needs at the participant's preferred times
- Communicate openly and honestly in a timely manner
- Treat the participant with courtesy and respect
- Consult the participant on decisions about how supports are provided
- Give the participant information about managing any complaints or disagreements
- Listen to the participant's feedback and resolve problems quickly
- Where possible, give the participant a minimum of 24 hours' notice if the provider has to change a scheduled appointment to provide supports
- Protect the Participant's privacy and confidential information
- Provide supports in a manner consistent with all relevant laws, including the *National Disability Insurance Scheme Act 2013* and rules, and the Australian Consumer Law; keep accurate records on the supports provided to the Participant, and
- Issue regular invoices and when requested statements of the supports delivered to the Participant.



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The Participant agrees to:

- Inform the Provider about how they wish the supports to be delivered to meet the Participant's needs
- Treat the Provider with courtesy and respect
- Talk to the Provider if the Participant has any concerns about the supports being provided
- Give the Provider a minimum of 24 hours' notice if the Participant cannot make a scheduled appointment; and if the notice is not provided by then, the Provider's cancellation policy will apply
- **It is the responsibility of the client or their nominated representative to manage their time and funding as per clause 2.**

4. General

1. If any clause, term, or provision of this Agreement is legally unenforceable or is made inapplicable, or in its application would breach any law, that clause, term or provision shall be severed or read down, but so as to maintain (as far as possible) all other terms of this Agreement.
2. No failure or delay by the provider to exercise its rights under this Agreement will operate to waive or reduce such rights.
3. The provider enters into this Agreement for itself and on behalf of its directors and employees.
4. This Agreement constitutes the entire agreement between the provider and the participant and supersedes and extinguishes all previous discussions, correspondence, negotiations, agreements, assurances, warranties, representations, and understandings between them (whether written or oral).
5. Subject to the provisions of this Agreement, if the provider does not receive payment of any sum payable to it in accordance with the provisions of this Agreement, the participant will be deemed to be in default of its obligations under this Agreement and the provider may take such Default Action as it deems appropriate.

6. Privacy

Foundation of Hope Therapies has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their personal information.

1. The provider may collect information about the participant, including the participants Personal Information (as defined in the Privacy Act 1988 (Personal Information)), to assist in the provision of services to the participant, maintaining the participants account, and providers enforcement of this Agreement in any way.

7. Termination

1. This Agreement may be terminated:
 - a) after the expiry of the Fixed Period, by either party giving written notice to the other party (for a period not less than the Termination Notice Period), or, in the case of the provider not being unable to contact the participant, by the provide giving such notice; or
 - b) by the provider, without notice and at any time, if:
 - i. the provider reasonably determines that any of the participants activities in respect of the services are otherwise threatening or offensive.
2. Upon termination of the Agreement (for any reason), the participant must:
 - a) pay any outstanding Fees and any other amounts payable by the provider under this Agreement up to the date of termination, failing which, the provider may take any Default Action. The provider will calculate such amounts and notify the participant in writing as soon as practicable.
3. If the provider reasonably believes that the participant will not perform its obligations under clause 3 (Participant Responsibilities) or the participant fails to respond in a reasonable period to any notices sent by the provider, the provider may, but is not obliged to, take further action.
4. Liability for outstanding moneys, property damage, personal injury, and legal responsibility under this Agreement survive termination of this Agreement.

8. Default and Default Action

1. The participant acknowledges that all services provided are subject to a contractual lien for Fees owing to the provider by the participant. If any Fees are not paid in full within 42 days of the due date, the provider may take default action.
2. The provider will provide at least 14 days' written notice to the participant that the participant is in default of this Agreement before taking any Default Action, providing the participant with reasonable time to rectify its default.
3. If any funds are recovered by the provider from any Default Action, such funds shall be applied by the provider as follows:



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- a. first, to pay the providers costs of, and associated with, taking any Default Action; and
 b. second, to pay all outstanding Fees owed by the participant and any costs or expenses incurred by the provider.
 4. This clause survives termination of this Agreement.

Contacts, Feedback & Complaints

Contacts, Feedback & Complaints	
If the participant wishes to give the provider feedback, the participant can talk to Jana-Jade Loadsman on 0421 720 828 or email your feedback in writing to janajade@foundationsofhopetherapies.com and we will aim to address any feedback, complaints, and disputes in a timely and acceptable manner.	
Director & Occupational Therapist	Executive Manager
Jana-Jade Loadsman contact@foundationsofhopetherapies.com 0421 720 828	Ashleigh Williams admin@foundationsofhopetherapies.com 0481 716 504

Therapist Contact Details

Jana-Jade Loadsman <i>Director & Occupational Therapist</i>			
Email	janajade@foundationsofhopetherapies.com	Phone	0481 716 504
Kym Green <i>Keyworker Intervention Specialist</i>			
Email	kym@foundationsofhopetherapies.com	Phone	0481 716 504
Claudia Brady <i>Therapy Assistant & 2nd Year Speech Therapist</i>			
Email	claudia@foundationsofhopetherapies.com	Phone	0481 716 504
Ashleigh Williams <i>Executive Manager & Therapy Assistant</i>			
Email	admin@foundationsofhopetherapies.com	Phone	0481 716 504

As of 28 October 2021