



## 1. Responsibility of the Provider

### **The provider agrees to:**

- a) Communicate with you openly, honestly and promptly.
- b) Treat you with kindness, courtesy and respect.
- c) Partner with you on decisions about how your services and supports are provided.
- d) Review the provision of services and support with you, at least annually, and more often if required.
- e) Provide services and supports that meet your needs, circumstances, preferences and goals.
- f) Provide you with the opportunity to select your preferred support workers to support you on your preferred days and times.
- g) Provide you with a minimum of 24 hours' notice, where possible, if we must change the scheduled appointment to provide your support.
- h) Provide supports that consider your safety.
- i) Implement and maintain safeguarding policies and procedures to uphold your human and legal rights.
- j) Complete an individual Personal Emergency Preparation Plan where we will partner with you to review your needs and risks and design a plan that keeps you safe during an emergency or disaster.
- k) Follow incident management procedures in accordance with our Incident Management Policy to ensure everyone's safety and provide you with information about the process we follow.
- l) Declare and manage potential, perceived and actual conflicts of interest in accordance with our Conflict-of-Interest Policy.
- m) Explain, in a way that you understand, how you can provide feedback and lodge a complaint about our services internally to us and also to a third party (e.g. NDIS Commission).
- n) Listen to your feedback and resolve problems quickly where applicable and/or able.
- o) Never offer or give you financial advice or recommendations.
- p) Review your Support Plan and this Service Agreement whenever your circumstances change and provide you with updated versions for your records.
- q) Conduct appropriate worker screening and maintain processes for worker training and supervision to ensure our workforce is caring, compassionate, skilled and competent.
- r) Maintain processes to protect your privacy and personal information.
- s) Issue you with clear and accurate invoices and statements relating to costs and payments required.
- t) Give you the required notice if we must end this Service Agreement (see also under 'Ending this Service Agreement' below).



## 4.1 Australian Consumer Law

Well-being Health and Movement will comply with Australian Consumer Law and other requirements of the *Competition and Consumer Act 2010* (Cth).

Our services are fit-for-purpose and match the description provided.

Well-being Health and Movement will **not**:

- advise the participant of our ability to provide a specialised service when not legally able to do so;
- make false claims about the efficacy of any of our supports, services or products;
- make claims about the efficacy of treatments or supports that cannot be substantiated independently.
- mislead or deceive the participant (this includes providing false information or not enough information);
- accept payment for goods or services if we are unsure of our ability to supply them to the participant; or
- accept payment for goods or services that the participant has not agreed to purchase as part of their Service Agreement.

Well-being Health and Movement will not undertake unfair treatment or take advantage of the client. We will **not**:

- provide services or expend funds contrary to the client's Support Plan;
- request or accept additional fees for providing a service;
- offer inducements or rewards that could be perceived to encourage clients to take up or continue with Well-being Health and Movement or a particular service option; or
- engage in high-pressure sales tactics.

## 4.2 NDIS Code of Conduct

Well-being Health and Movement and our workers comply with the NDIS Code of Conduct. We will:

- Act with respect for individual rights to freedom of expression, self-determination, and decision-making in accordance with relevant laws and conventions;
- Respect the privacy of people with disability;
- Provide supports and services in a safe and competent manner with care and skill;
- Act with integrity, honesty and transparency;



- Promptly take steps to raise and act on concerns about matters that might have an impact on the quality and safety of supports provided to people with disability;
- Take all reasonable steps to prevent and respond to all forms of violence, exploitation, neglect, and abuse of people with disability;
- Take all reasonable steps to prevent and respond to sexual misconduct.

Also in accordance with the NDIS Code of Conduct, Well-being Health and Movement will not represent or charge a price for the supply of goods for an NDIS participant that is higher than the price represented or charged for the same supply of goods for a person who is not an NDIS participant.

## 4.3 Reportable Incidents

All reportable incidents are managed in accordance with our Incident Management Policy and Procedure and Reportable Incident Management Procedure. We will support and inform you of the actions taken and their results. We comply with the NDIS (Incident Management and Reportable Incident) Rules 2018. See information in the Participant Handbook and Easy Read documents for more details.

## 2. Responsibilities of the participant/participant's representative

### The participant/participant's representative agrees to:

- a) Respect the rights of workers, ensuring their workplace is safe and healthy and free from harassment.
- b) Abide by the terms of your Agreement with us.
- c) Understand that your needs may change, and with this, your services may need to change to meet your needs.
- d) Accept responsibility for your actions and choices, even though some choices may involve risk.
- e) Tell us if you have problems with the care and services you are receiving.
- f) Give us enough information to develop, deliver and review your Support Plan.
- g) Care for your health and wellbeing as much as you are able.
- h) Provide us with information that will help us better meet your needs.
- i) Provide us with a minimum of 24 hours' notice when you know you will not be home for your scheduled service.
- j) Be aware that our workers are only authorised to perform the agreed number of hours and tasks outlined in your Service Agreement.



- k) Participate in safety assessments of your home.
- l) Ensure pets are controlled during service provision.
- m) Provide a smoke-free working environment.
- n) Pay the agreed amount for the services provided.
- o) Tell us in writing (where able) and give us notice before the day you intend to stop receiving services from us.
- p) Inform us if you wish to opt-out when asked.
- q) Inform us about how you wish the supports to be delivered to meet your needs.
- r) Treat our workers with courtesy and respect.
- s) Talk to us if you have any concerns about the services and supports we are providing.
- t) Give Well-being Health and Movement a minimum of 24 hours' notice if you cannot make a scheduled appointment; and if the notice is not provided by then, Well-being Health and Movement cancellation policy will apply.
- u) Give Well-being Health and Movement the required notice if you need to end the Service Agreement (see '[Ending this Service Agreement](#)' below for more information).
- v) Let us know immediately if your NDIS Plan is suspended or replaced by a new NDIS Plan or if you stop being a participant in the NDIS.

## 3. Pricing and Payments

Well-being Health and Movement will charge within the price limits and pricing arrangements where specified in the [NDIS Pricing Arrangements and Price Limits](#). We will seek payment for the provision of services and supports after you confirm satisfactory delivery. We will:

- Declare prices to participants before delivering a service;
- Make claims for payments that are correct and truthful;
- Only provide and charge for services and supports that are consistent with the participant's NDIS Plan;
- Provide a receipt to participants to acquit against their NDIS Plan;
- Make a payment request only after that service or support has been provided;



- Submit payment requests for NDIA-managed participants within a reasonable time (and no later than 90 days from the end of the service booking);
- Discuss with you and seek your agreement on any proposed changes to charges for services; and
- Keep full and accurate records of services and supports delivered.

### **If you nominated “Self-Managed” (including if you have a nominee managing your plan)**

This means the participant has chosen to self-manage the funding or the Plan Nominee manages the funding for NDIS supports provided under this Service Agreement. After providing those supports, the provider will send the participant or nominee an invoice for those supports for the participant or nominee to pay. The participant or nominee will pay the invoice by EFT with the invoice number as the reference within 7-14 days.

### **If you have nominated “Plan Managed”**

The participant has nominated a Registered Plan Management Provider identified on page 1 of this service agreement, to manage the funding for supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from the nominated Registered Plan Manager.

### **If you have nominated “NDIA Managed”**

The participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, the provider will claim payment for those supports from the NDIA.

## **4. Changes to this Service Agreement**

If changes to your services or supports are required, the parties agree to discuss and review this Service Agreement. The parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the parties.



## 5. Cancellations

### 8.1 Short Notice Cancellations

Where Well-being Health and Movement has a Short Notice Cancellation (or no show), we can claim up to 100% of the agreed fee associated with the activity from the participant's plan, subject to the NDIS Pricing Arrangement and Price Limits and the terms of this Service Agreement.

#### **Short Notice Cancellation – 24 hours before your appointment**

- This applies to non-disability support worker supports where you have provided less than two (2) clear business days' notice of cancellation for a support, or if you do not show up for a scheduled support within a reasonable time or are not present at the agreed place within a reasonable time when one of our workers is travelling to deliver the support.
- This applies if no effort has been made to inform Well-being Health and Movement of your cancellation via appropriate channels such as, responding to the automated SMS, calling or texting the practitioner, or emailing our admin team.
- This applies if we are not able to find alternative billable work for the relevant worker and we are required to pay the worker for the time that would have been spent providing the support.
- We may choose to waive the Short Notice Cancellation fee at our discretion, if we agree that your circumstances warrant this on a particular occasion.
- The agreed fee will include travel costs if the practitioner has begun travelling to your home/gym/pool/place of therapy or has already arrived at the predetermined location of your therapy.

For supports delivered to a group of participants, including you, if you cancel your attendance and if we are unable to find another participant to attend the group session in your place, then, if the other requirements for a Short Notice cancellation are met, we will bill you at the previously agreed rate that we would have billed you if you had attended the session.

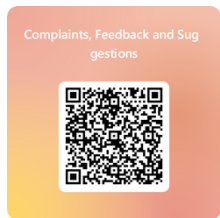
Claims for a short notice cancellation will be made using the same support item as would have been used if the support had been delivered, using the 'cancellation' option in the myplace portal.



If we observe an unusual number of short notice cancellations we will discuss with you to seek to understand why they are occurring and where practicable, accommodate changes to facilitate attendance.

## 6. Feedback and Complaints

If you, as the participant, or your representative, wish to provide us with feedback, or lodge a complaint in relation to services received from Well-being Health and Movement, you can talk to Gabrielle Baker, Director, via email at [gabby@whamcare.com.au](mailto:gabby@whamcare.com.au).



You can also make an anonymous complaint by completing the Anonymous Complaints and Feedback Form, completing our online version (click link or scan QR code) [Complaints Feedback and Suggestions](#), or you can phone our office. We want to highlight that if you complain anonymously we may not be able to assist you in addressing the issue unless it is a generalized complaint.

If you are not satisfied with the handling of the complaint or do not want to talk to our Complaints Manager or delegate regarding your complaint, you can contact the NDIS Commission at any time throughout the process by calling 1800 035 544 visiting one of their offices in person, or accessing the [NDIS website](#) for further information.

## 7. Goods and Services Tax (GST)

For the purposes of GST legislation, the Parties confirm that:

1. A supply of supports under this Service Agreement is a supply of one or more reasonable and necessary supports specified in the statement of supports included under s 33(2) of the NDIS Act, in the participant's NDIS Plan currently in effect under s 37 of the NDIS Act.
2. The participant's NDIS plan is expected to remain in effect during the period the supports are provided.
3. The participant or nominee will immediately notify the provider if a new plan replaces the participant's NDIS Plan or if they stop being a participant in the NDIS.



## 8. Information Storage

The NDIS Commission or NDIA may collect personal information about you from you, your representative or a third party. Using forms, online portals and other electronic or paper correspondence to collect this information. The regulator or we, as the service provider, may collect information directly. The regulator may also obtain personal information collected by other Commonwealth agencies, State or Territory government bodies, or other organisations. From time to time, the NDIS Commission may receive personal information from members of the public without it being requested.

The NDIS Commission and we, as a service provider, will not ask you for any personal information we do not need. The Privacy Act requires that we collect information for a reasonably necessary purpose for, or related to, a function or activity of the Commission.

When the Commission collects personal information, we are required by the Privacy Act to notify you of several matters. These include the purposes for collecting the information, whether the collection is required or authorised by law and any person or body to whom we usually disclose the information. The Commission generally provides this notification by having Privacy Notices on our paper-based forms and online portals.

## 9. Changing or ending this Service Agreement

Should either party wish to end or change this Service Agreement, they must give 1 month notice.

The notice requirement to end this Agreement will be waived if either party breaches the Service Agreement, or if otherwise agreed by both parties in writing.