

YOUR

# AFOT NDIS SERVICE AGREEMENT

[CLIENT NAME]



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*The information in this document is about the provision of our services. When you sign our AFOT NDIS Service Agreement, this document applies as part of our Agreement with you.*

*Some of the terms of this agreement are set by the NDIA. These change from time to time. When they change we will always let you know.*

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# ABOUT YOUR AFOT NDIS SERVICE AGREEMENT

## DEFINITIONS

*In this Agreement, words and phrases starting with capital letters, such as 'Services' have a precise meaning – see our definitions below.*

AFOT NDIS  
Service Agreement

This document by Ability Focus Occupational Therapy (AFOT) which summarises the supports that will be delivered and how they will be delivered. It is a legal consumer contract based on the Client's NDIS Plan. Also referred to as the 'Agreement'

NDIA

The National Disability Insurance Agency, an independent government agency managing the NDIS

NDIS

NDIS The National Disability Insurance Scheme, an insurance scheme that provides reasonable and necessary supports to people with disability

Participant

Someone the NDIA has decided is eligible for NDIS funding and has created a plan for. Usually referred to by us as the Client or child

Participant  
representative

You, the primary guardian of the participant who signs the AFOT NDIS Service Agreement. Usually referred to by us as the parent or carer. Or, the OOHCA Agency where the parental responsibility is held by the Minister for Families, Communities & Disability Services.

Services

The services and NDIS supports we will provide to the Client that aim to support the Client's independence and development, in line with the Schedule of Supports

*"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 subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the participant's NDIS Plan currently in effect under section 37 of the NDIS Act"*  
(NDIS Service Agreement requirement)

# ABOUT YOUR AFOT NDIS SERVICE AGREEMENT

## WHAT YOU NEED TO DO

*Help us provide quality Services*

You will:

- work with us to make sure the Services meet the Client's needs
- treat the people delivering the Services with courtesy and respect
- provide at least one month's notice if you require a report for your child. Reports are detailed and can take up to three weeks for the therapist to complete
- pay invoices within 7 days of the invoice date and send remittance advice to [admin@abilityfocusot.com.au](mailto:admin@abilityfocusot.com.au). Non-payment may result in therapies being suspended (see 'Ending or changing your Service Agreement' on page 4)
- only claim Services under the support categories in the Client's NDIS plan from the NDIA
- cover the cost of all Summary of Support Services items you receive that we cannot claim from the NDIA e.g. therapy items where there is no Assistive Technology provisions in the NDIS Plan
- provide us with more than 24 hours' notice where possible if you need to cancel or reschedule your appointment, to avoid attracting a cancellation fee (see 'Cancellation Policy' on page 5)

- provide feedback if you have concerns about our services (our Feedback & Complaints Form is available on our website):

*Provide us with accurate information*

You will:

- complete your Service Agreement promptly
- keep contact details up to date, especially emergency contacts, and others that we have consent to share information with (see 'Consent to Release Confidential Information' - page 7)
- provide a copy of the NDIS Plan or the following details: the Client's NDIS identifier number, goals, dates, funding source (including Plan Manager details if applicable) and amount
- inform us of any circumstances or events that might affect this Agreement
- inform us if the Client's NDIS Plan changes or is renewed, or they are no longer taking part in the NDIS (see 'Ending or changing your Service Agreement' on page 4)

*Relationships are important to us. You are encouraged to speak with your clinician in the first instance.*

*Alternatively, you can contact an AFOT Director - Rachel Elliott or Rhiannon Pilgrim (02 4048 1420 / [admin@abilityfocusot.com.au](mailto:admin@abilityfocusot.com.au)).*

*If you still have concerns or do not wish to speak to your therapist or Director/s, contact the NDIS (1800 800 110 / [www.ndis.gov.au](http://www.ndis.gov.au)).*





# ABOUT YOUR AFOT NDIS SERVICE AGREEMENT

## WHAT WE WILL DO

### *Provide quality Services*

We will:

- provide the Services in a professional way, in accordance with all applicable laws (you are protected under the Australian Consumer Law, and NDIS Act 2013 & rules for the Services we provide)
- keep accurate records of these Services
- protect your privacy and confidential information (see 'Confidentiality Policy' on page 6)
- treat you with courtesy and respect
- communicate openly and in a timely manner
- consult with you and the Client on providing the Services to suit the Client's needs
- include a treatment planning and family inclusion component during the treatment session
- regularly review the Services with you
- protect the Client's safety and wellbeing to the extent we reasonably can
- listen to your feedback and resolve problems quickly
- provide you with all relevant information about our fees and Services during Intake, when your Service Agreement is renewed, in this document and on our website

### *Invoice accurately for the Services*

We will:

- issue invoices for Self and Plan Managed Clients in a timely manner (Agency Managed invoices can be issued upon your request if applicable)
- only claim payment from the NDIA for the Services under the support categories in the Client's NDIS Plan
- invoice for services in line with the NDIS price guide (all prices are GST free)
- update our fees in line with any changes made to the NDIS price guide
- provide written notice if our fees change
- release reports and other resources requested by you upon receipt of payment
- invoice for Services delivered within the stated period of the Service Agreement
- invoice for any and all staff who provide the Services e.g. more than one Occupational Therapist, or an Occupational Therapy Assistant



# ABOUT YOUR AFOT NDIS SERVICE AGREEMENT

## ENDING OR CHANGING YOUR SERVICE AGREEMENT

### *Ending this Service Agreement*

We can end or suspend this Service Agreement if:

- 2 or more sessions are cancelled in any 10 week period (see 'Cancellation Policy' on page 5)
- there are more than 2 outstanding invoices for Self Managed or Plan Managed Clients (see 'What you need to do' on page 2)
- you engage in any behaviour of a harassing or abusive nature towards our staff or other people in our facility
- you do not have sufficient NDIS funds to cover our Services
- you breach any part of this Agreement and:
  - do not fix the breach in a way that we agree
  - it is reasonably likely that the breach will have a negative effect on how we provide the Services, such as delivering them in a place or a way that is unsafe for the Client or our staff

You can end this Service Agreement if:

- you no longer require our Services
- you would like to seek supports from another provider
- you believe the supports being provided are not appropriate for your needs

### *Changing this Service Agreement*

- If changes to the supports or their delivery are required, the parties agree to discuss and review this Service Agreement. Changes may include (see 'Your Schedule of Supports' on page 8):
  - frequency of treatment sessions
  - additional assessment or report writing
  - allocated budget for Services
- you must provide written approval for us to make agreed changes on your behalf

#### *Providing notice:*

- **i** If either party wishes to end this Service Agreement, they must provide a minimum 2 weeks notice, depending on the nature of supports
- If either party seriously breaches this Service Agreement the requirement of notice will be waived



# CANCELLATION POLICY

*Sometimes in life unavoidable things pop up which make it difficult for you and your child to attend your appointment, and it's important that you provide us with ample notice.*

*We value the time that we spend preparing for your child's appointment, operating an efficient Service, and being able to offer appointments to families on our waiting list if there is a spot available.*



## WHAT YOU NEED TO DO

You will:

- provide at least 24 hours' notice if you cannot attend
- contact our admin team via:
  - phone: 02 4048 1420 or leave a voicemail (if you cannot attend an appointment on a Monday or following a Public Holiday - we still require 24 hours notice)
  - email: admin@abilityfocusot.com.au
- be required to pay: 100% of the scheduled appointment fee for less than 24 hours' notice or a 'no show'

## WHAT WE WILL DO

We will:

- conduct non-face-to-face clinical services in lieu of the appointment where possible. It is important to us that you still receive a service if you are being charged a fee
- send pre-appointment reminders with details of your appointment via:
  - SMS - 48 hours prior
  - Email - 24 hours prior
- in some circumstances, we may not charge a cancellation fee if you reschedule the appointment to another date within one week of the cancelled appointment
- accommodate your day/time preferences as much possible when booking your appointments
- charge cancellation fees in line with the NDIS Price Guide
- apply our Cancellation Policy consistently and fairly
- consult with you if sessions are cancelled regularly, to ensure that the supports provided are still appropriate (see 'Changing or ending this Service Agreement' on page 4)
- be flexible and proactive in providing Services to help you avoid cancelling appointments if we reasonably can

# CONFIDENTIALITY POLICY

*We are committed to ensuring your personal information is kept secure and confidential in accordance with all relevant laws (Privacy Act 1988)*

## WHAT WE WILL DO

We will:

- collect and record personal information from you that is relevant to the Client's treatment. This information is a necessary part of providing quality Occupational Therapy assessment and treatment Services
- ensure that all personal information gathered by us remains confidential and secure except when:
  - it is subpoenaed by a court, or
  - failure to disclose in the information would put you or another person at risk; or
  - your prior approval has been obtained to release written material or discuss the material with another individual or agency e.g. Doctor, school, therapist or lawyer (see 'Consent to Release Confidential Information' on page 7)
- conduct Telehealth services via the Zoom Cloud Meetings app, and enable additional security measures to ensure your session is as secure as possible
- not record or store Telehealth sessions in cloud-based servers
- only use images (photographs or videos) of the Client according to your consent in the display, distribution, publication, transmission or otherwise, in materials that may include:
  - printed materials e.g. brochures and flyers
  - digital platforms e.g. website and social media

## WHAT YOU NEED TO DO

You will:

- be able to access the material recorded in your file upon request, subject to the exceptions in National Privacy Principle 6
- be able to access more details on how we collect and store your information by requesting a copy of our [Privacy & Information Management Policy & Procedure](#)
- advise us of your consent for us to use images (photographs or videos)

\*select 1 of the options below

- ☐ I consent to the use of images of the Client
- ☐ I consent to the use of images of the Client for clinical purposes only and not to be shared with others
- ☐ I do not consent to the use of images of the Client





# CONSENT TO RELEASE CONFIDENTIAL INFORMATION

When it is in the best interest of the Client and a necessary part of providing quality Occupational Therapy assessment and treatment Services, you provide us with consent to release confidential information with the individuals and agencies detailed below:

## HEALTH & EDUCATION

Role	Name <i>e.g. Dr Joe Bloggs</i>	Organisation <i>e.g. Newcastle General Practice</i>	Phone/email
General Practitioner			
Paediatrician			
Specialist Doctor			
Allied Health	<i>e.g. Jane Andrews (Speech Pathologist)</i>		
School			

## PERSONAL CONTACTS *(e.g. people who may bring the participant to appointments)*

Role <i>e.g. other relative</i>	Name <i>e.g. Mary Smith</i>	Relationship <i>e.g. Grandmother</i>	Phone/email
Primary caregiver #1			
Primary caregiver #2			
Other relatives			
Family friend			

## ADDITIONAL SUPPORTS

Role	Name	Organisation	Phone/email
Out of Home Care			
Support Worker/s			
NDIS Support Coord.			

# YOUR SCHEDULE OF SUPPORTS



## CAPACITY BUILDING SUPPORTS: IMPROVED DAILY LIVING

### THERAPY SERVICES EARLY CHILDHOOD INTERVENTION SUPPORTS

*We agree to provide the Participant supports that aim to support their independence and development for the duration of this Agreement or until directed by the Participant and/or their carer. These services can include:*

#### Face to face supports (your appointments)

- Occupational Therapy **assessment** including Parent Consultation and Child Assessment
- Occupational Therapy **treatment** including clinic, outreach (preschool/daycare/school, home) or telehealth sessions
- Occupational Therapy group programs
- Assessment and trial of equipment
- **Treatment planning** and **providing session feedback** with you to support implementation of strategies at home and in the community
- Lower cost items under the same Support Category e.g. Allied Health Assistant Services or group sessions
- Travel for outreach services (time + distance to and from the appointment)  
\*refer to travel calculator

#### Non face to face clinical supports (additional charges where required)

- Clinically relevant communications outside of appointment times such as **emails and phone calls** with you and other supports involved e.g. external providers, teachers and health professionals
- Attending team meetings and case conferences
- Reading or completing **reports or letters**
- Interpreting assessment results
- Research specific to your child's needs
- Developing resources
- Cancellation charges for late notice or no-show appointments

# YOUR SCHEDULE OF SUPPORTS

continued



Participant name

Participant number

Agreement start date

Agreement end date

Frequency

Location

Report

☐

Weekly

☐

Clinic

☐

Goal Summary

included

☐

Fortnightly

☐

School outreach

☐

Assessment Summary

<1 hr

☐

Monthly

☐

Home outreach

☐

Comprehensive Report

<3 hrs

☐

As required

☐

Telehealth

☐

Other NF2F:

Funding source

☐

Agency Managed

\$193.99 per hour

☐

Self Managed

\$190.00 per hour

☐

Plan Managed

Mgr:

\$190.00 per hour

Total hours

Incl. other items e.g. report, travel time+kms

Total cost

NDIS Plan provided to AFOT

☐

NDIS Plan

☐

NDIS details only

☐

NDIS goals &  
details only

# PARTICIPANT ACKNOWLEDGEMENT

*You agree to the receipt of information from us about:*

- |                       |  |  |
|-----------------------|--|--|
| <input type="radio"/> | Understanding your rights while accessing Services with us | 'Your Rights' flyer (Info Pack Prezi - AFOT website)   |
| <input type="radio"/> | Confidentiality Policy                                     | Page 6 - Your AFOT NDIS Service Agreement<br>'How We Manage Your Information' flyer (Info Pack Prezi - AFOT website)<br>Privacy and Information Management Policy (upon request) |
| <input type="radio"/> | How to provide feedback or make a complaint                | Page 2 - Your AFOT NDIS Service Agreement<br>'Feedback & Complaints Form' (Info Pack Prezi - AFOT website)   |
| <input type="radio"/> | How to access, leave or re-access our Services             | 'Customer Engagement' flyer (Info Pack Prezi - AFOT website)   |
| <input type="radio"/> | Incidents and Mandatory Reporting Procedure                | Upon request   |
| <input type="radio"/> | Participant Risk Assessment                                | Parent Consultation appointment  |
| <input type="radio"/> | Assessment procedure and how NDIS works                    | 'What to expect' section (Info Pack Prezi - AFOT website)<br>Parent Consultation appointment   |
| <input type="radio"/> | Cancellation Policy  | Page 6 - Your AFOT NDIS Service Agreement  |
| <input type="radio"/> | Goals and treatment plan discussed and agreed              | Parent Consultation appointment<br>Child Assessment appointment<br>Initial Assessment Summary  |
| <input type="radio"/> | Your AFOT NDIS Service Agreement discussed and signed      | Parent Consultation appointment<br>Your AFOT NDIS Service Agreement  |
| <input type="radio"/> | I will receive a copy of the AFOT NDIS Service Agreement   | Your AFOT NDIS Service Agreement   |



# AGREEMENT SIGNATURES

*The parties agree to the terms and conditions of  
your AFOT NDIS Service Agreement*

## PARTICIPANT REPRESENTATIVE

Name	
Relationship to participant	
Signature	
Date	

## ADDITIONAL PARTICIPANT REPRESENTATIVE

*If applicable i.e. PR to the Minister*

Name	
Relationship to participant	
Signature	
Date	

## PROVIDER

Name	
Relationship to participant	Occupational Therapist
Signature	
Date	



ABN: 58606773979

## CONTACT US

📍 2/16 Christo Road, Georgetown NSW 2298

☎ (02) 4048 1420

☎ (02) 4913 5410

🌐 [www.abilityfocusot.com.au](http://www.abilityfocusot.com.au)

✉ [info@abilityfocusot.com.au](mailto:info@abilityfocusot.com.au)

📘 <https://www.facebook.com/AbilityFocusOT>