

# About your Service Agreement



**The information in this document is about the provision of our services. When you sign our SDN 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.**

## **About this Agreement**

This Agreement outlines what we will do for the Client.

## **Changing this Agreement**

All of us can change this Agreement but it must be done in writing.

## **Ending this Agreement**

To end this Agreement, you or we must give the other 28 days' notice in writing.

If we or you don't do something that is agreed, then the other party can ask them in writing to fix it. This Agreement can be ended straight away and without penalty by giving notice in writing, if the other party doesn't fix it in a reasonable time.





## What you need to do

### Give us accurate information

#### *You must:*

- ▶ complete your service agreement and send it all back to us quickly
- ▶ keep contact details — especially emergency contacts — for you and the Client up to date, in case the Client misses an appointment
- ▶ give us a copy of the NDIA letter showing the Client's NDIS identifier number (where applicable)
- ▶ we may collect, store, use and share personal information about you, the Client and your family in line with our Privacy Policy.

### Help us provide quality Services

#### *You must:*

- ▶ reply to the Service Booking request in the NDIS portal before Services begin, where this applies
- ▶ make sure your home is safe, and keep the safety of the Client and our staff in mind for Services we deliver in the community
- ▶ work with us to make sure the Services meet the Client's needs
- ▶ treat the people delivering the Services with courtesy and respect.

### Tell us these things straight away!

#### *You must tell us straight away if:*

- ▶ you know of circumstances or events that might affect this Agreement
- ▶ you have concerns about our Services
- ▶ you need to change an appointment
- ▶ the Client's NDIS Plan changes, or they are no longer taking part in the NDIS
- ▶ You require a report for your child — reports are detailed and can take up to two weeks for the therapist to complete.

▶ For cancellation fees, see [Schedule 1: Payment](#)

### Paying for the Services

You must pay us all fees when they are due in the way that applies to the Client's plan in [Schedule 1: Payment](#). Invoices for self-managed and self-funded families are due immediately. Non-payment of invoices may result in therapy being paused.

▶ See [Section 4: Managing funding and payments](#)

▶ See [Schedule 1: Payment](#)

### Group programs

When signing up for a group program you will make a full commitment for the minimum number of weeks it takes to complete

that program. SDN's cancellation policy is not applicable to group programs. If the Client misses a session you must still pay for that session.

## What we will do

### Providing the Services

#### *We will:*

- ▶ provide the Services in a professional way, in accordance with all applicable laws
- ▶ keep records of these Services.

### Giving you information

- ▶ Information about our fees and services are in this document
- ▶ You will find the following documents on our website:
  - [our Privacy Policy](#)
  - [our Child Protection and Wellbeing Policy](#)
  - [our Complaints Management Policy](#)
  - [our Fee Charging and Collection Policy](#)
  - [NDIS Practice Standards](#).

### Managing how we provide the Services

#### *We will:*

- ▶ consult with you and the Client on providing the Services to suit the Client's needs
- ▶ regularly review the Services with you
- ▶ protect the Client's safety and wellbeing to the extent we reasonably can
- ▶ be flexible and proactive in providing Services to help you avoid cancelling appointments if we reasonably can
- ▶ give you written notice if our fees change
- ▶ tell you how we manage disagreements or complaints.

## Managing funding and payment

### Claiming from the NDIA

- ▶ only Services under the support categories in the Client's NDIS plan can be claimed from the NDIA. We will only claim payment from the NDIA for the Services that it funds
- ▶ we charge for services in line with the NDIS price guide. We will update our charges in line with any changes made to the NDIS price guide.

### Covering other costs

You must pay for all Summary of Support Services items you receive that we cannot claim from the NDIA.

▶ See [Section 5: Managing appointments and cancellations](#)

▶ See [Schedule 1: Payment](#)

### Understanding our fees

- ▶ Section 3 of the NDIS Service Agreement summarises the Services delivered under this Agreement and the maximum fees.
- ▶ Schedule 1 explains our fees and payment options.

▶ See [Summary of Support Services in section 3 of the NDIS Service Agreement](#)

▶ See [Schedule 1: Payment](#)

# How we manage appointments and cancellations

## Arranging appointments

We will arrange the date, time and place of each appointment.

- ▶ we will remind you about appointments at least 48 hours beforehand, on your supplied contact number. You can opt out of this service
- ▶ if there is more than one Client, each one needs a separate appointment.

## Changing or cancelling appointments

We charge for cancellations or missed appointments in line with the NDIS price guide. The NDIA sometimes updates this guide. We will notify you in writing when the NDIA makes changes to cancellation charges.

- ▶ we currently charge 90% of the planned Service fee against the Participant's Plan if you or the Client miss or cancel a therapy appointment without notifying us 48 hours prior to the appointment
- ▶ you may have to pay us a cancellation fee of 90% of the planned Service fee if you and the Client don't notify us 48 hours prior to the appointment and miss or cancel any non-therapeutic appointment
- ▶ bookings for group sessions cannot be cancelled and must be paid for regardless of whether you attend.

▶ See Schedule 1: Payment

## Stopping the Services

We can cancel or suspend part or all of the Services, if you breach any part of this Agreement and:

- ▶ you do not fix a breach in a way that we agree
- ▶ it is reasonably likely that a 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.

We can also cancel or suspend part or all of the Services, if you do not pay for Services for a self-managed NDIS Participant within 14 days of the invoice date.

We can cancel or suspend services if you do not have sufficient NDIS funds in your service booking to cover service.

We may charge you a cancellation fee (90% of the planned Service fee) if we cancel or suspend any Services under this Section.

▶ See Section 2: What you need to do

▶ See Schedule 1: Payment

## Managing emergencies and unexpected events

You must give us the contact details of someone we can call, or tell us any actions we should take, if the Client does not attend an appointment as expected.

We will call or SMS this contact person to help us find out if the Client's health or safety is at risk. This person must be able to help in an emergency, such as if the Client has fallen at home and cannot raise the alarm.

▶ See Contact details in Section 2 of the NDIS Service Agreement



# General conditions and definitions

## Understanding this Agreement

You are protected under the Australian Consumer Law for the Services we provide. But as far as the law allows, we exclude any guarantees or promises that could otherwise be suggested as relating to the activities this Agreement covers.

- ▶ you should not rely on any guarantee or promise made by or for us unless it is written in this Agreement
- ▶ this document and the SDN Service Agreement comprise the whole of the Agreement between us and are the whole of what all of us have agreed.

## Defining our terms

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

<b>Agreement</b>	This document and your NDIS Service Agreement
<b>NDIA</b>	The National Disability Insurance Agency, an independent government agency managing the NDIS.
<b>NDIS</b>	The National Disability Insurance Scheme, an insurance scheme that provides reasonable and necessary supports to people with disability.
<b>SDN Service Agreement</b>	The document titled <i>NDIS Service Agreement</i> to be signed by you incorporating the terms and conditions set out in this document.
<b>Participant</b>	Someone the NDIA has decided is eligible for NDIS funding and has created a plan for. Usually the Client.
<b>Plan Nominee</b>	Someone the NDIA appoints to help a Participant make decisions and manage funding, or to act on their behalf. The Participant can ask the NDIA to appoint a nominee or the NDIA can do this if it thinks it is needed.
<b>Services</b>	The services and NDIS supports we will provide to the Client in line with the Summary of Support Services.

▶ See Summary of Support Services in section 3 of the NDIS Service Agreement



## Schedule 1 — Payment

### What will we bill for?

We bill for the time our staff spend providing each Service. Some examples are outlined below.

#### General

- ✓ We will start billing after you have signed this Agreement and we are delivering the Services.
- ✗ We won't bill for any contact visits or information provided before you sign.
- ✓ If more than one SDN staff member goes to a meeting or appointment for the Client, we charge for each person and their travel time.

#### Face-to-face Services

- ✓ We bill for your home visits or other appointments with us, including travel time for any staff who must travel to provide the Service (see Schedule 1.2 below).

#### Other meetings and correspondence

- ✓ We will bill when we need to meet with, talk to or write to others about the capacity building of the Client, this could include time spent:
  - meeting with other members of the Client's support team and teachers
  - writing to or for the family
  - sharing case notes or reports with external professionals
  - talking with those involved in an Individual Family Service Plan (IFSP)
- ✗ We won't charge for our administrative team meetings.

#### Reports, research and resources

- ✓ We will charge for other capacity building work we do for the Client outside of appointments, such as preparing the IFSP, reports and doing research.
- ✓ We may charge for producing resources, but we will get your approval first.

#### Managing appointments and cancellations

- ✗ We won't bill for booking and managing your appointments.
- ✓ We will charge 90% of the planned Service fee against the Participants Plan if you or the Client miss or cancel a therapy appointment without notifying us 48 hours prior to the appointment.
- ✓ You may have to pay a cancellation fee of 90% of the planned Service fee to us if you or the Client don't notify us 48 hours prior to the appointment and you miss or cancel any non-therapeutic appointment.

We are not permitted to charge any non-therapeutic support cancellations against a Participants Plan.

#### Our procedures

- ✓ We will only charge for our manager's time when they focus on or act as a key worker on the Client's case.
- ✗ We won't bill when we are supervising our staff if the focus is on developing and managing them, rather than on the Client or family.



### How we calculate charges, including travel

#### Our time

Our time is calculated based on the actual time our staff spend providing Services to the Client. This includes travel as outlined below.

#### Our travel costs

We charge travel costs in line with the NDIA price guide. The NDIA sometimes updates this guide. We are required to charge our travel costs in line with the guide and will notify you in writing when there are changes to travel costs.

Travel costs are currently based on the actual travel time it takes to reach your appointment from either our reference address or from the appointment we attended prior to you. We may also charge for return travel if your appointment is the final appointment in a day.

▶ See Contact details in Part 3 of Section 2 in the NDIS Service Agreement

- ▶ the NDIA price guide allows providers to claim up to 30 minutes of travel time to appointments or 45 minutes in some regional areas
- ▶ we may also claim for return travel if your appointment is the final appointment in a day
- ▶ travel is charged at the hourly rate for the relevant support item
- ▶ you have the option of attending appointments in one of our clinics that will not attract travel charges.

If more than one SDN staff member goes to a meeting or appointment for the Client, we charge for each person and their calculated travel time.

If we provide services to more than one client at the same place on the same day straight after each other, we will split the travel time between the families.



### How to contact SDN

#### Telling us about changes and managing appointments:

Email [sdn@sdn.org.au](mailto:sdn@sdn.org.au) Phone 1300 831 445

#### Billing and invoicing:

Email [sdn@sdn.org.au](mailto:sdn@sdn.org.au) Phone 1300 831 445