

1) Service Agreement

Shoalhaven Occupational Therapy Pty LTD

South Coast Therapy and Support Group

ABN: 98 649 815 001

NDIS Registered Provider: 4050127699

02 4421 6013

admin@sctherapysupport.au

10B 29 – 31 Kinghorne Street Nowra NSW 2541

PO Box 2034 Bomaderry NSW 2541

Need Help Completing This Form?

If English is not your first language or if you find this form difficult to understand, please contact us. We are happy to help and want to make sure you feel confident and supported.

We can offer:

- Translated information or access to an interpreter, where possible
- An Easy Read version of the agreement to help explain things clearly
- An **in-person or phone meeting** to talk through the form together

Please Note:

 Help from a trusted support person or community representative, if that works better for you

Please let us know what you need. We will do our best to provide support in a way that respects your language, culture, and communication preferences.

2) Parties

NOTE: A Service Agreement can be made between a participant and a provider, a participant's representative and a provider, or any individual choosing to privately fund services. A participant's representative may be someone close to the participant—such as a family member or friend—or a person who manages support funding under the participant's NDIS plan. This agreement also applies to individuals accessing services outside of the NDIS, under private funding arrangements.

Partici	pant's	Name:
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NDIS Number:

This Service Agreement will end on (NDIS Plan End Date):

- 3) The NDIS and this Service Agreement
- This Agreement is made according to the rules and the goals of the National Disability Insurance Scheme (NDIS).
- 2. The participant and the service provider agree that this Agreement is in line with the main ideas of the NDIS. These ideas include having more choices, achieving your goals and participating in the community.
- 3. The parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:
- support the independence and social and economic participation of people with disability

Please Note:

• enable people with a disability to exercise choice and control in pursuing their goals and planning and delivering their supports.

Note on Recommended Supports and Budget Planning

All services and supports outlined in this agreement are based on the clinical judgment of the treating therapist and represent the most appropriate and effective pathway to achieving the participant's goals. However, we understand that these recommendations may not always align with the funding allocated within your NDIS plan.

It is important that you let us know the actual funding available for this service so we can tailor supports accordingly. Where needed, we will work with you to prioritise goals and adjust the Schedule of Supports to fit within your budget, while maintaining a strong focus on achieving positive outcomes.

Please note that if you are accessing more than one service through our organisation—such as Occupational Therapy, Speech Pathology, or Group Programs—you may receive separate service agreements for each. It is essential that you budget appropriately across all services to avoid overcommitting your funds.

If you need help understanding your budget or completing multiple service agreements, please contact us. We are happy to meet with you to provide support and ensure your agreements are aligned with your NDIS funding.

Agreen	nent type
	Adult Paediatric
Service	es Required:
	Occupational Therapy Speech Pathology Group Programs
Fundin	g allocated (see table below for recommended agreement amounts):
Occup	ational Therapy:
Speecl	n Pathology:

Please Note:

Group programs:				
Other services:				
Funding allocations:				
all funding avaible in entire plan \square / funding released in increments \square				
Funding period	Period Start	Period End	Amount	
1				
2				

0.		
1		
2		
3		
4		
5		
6		
	<u> </u>	·

Other:

Typical agreement amounts:

Agreement Type	Services	Annual agreement value
Initial Assessment	Occupational Therapy	\$2327.88
Initial Assessment	Speech Pathology	\$2327.88
Adult	Occupational Therapy	\$5819.70
Adult	Speech Pathology	\$5819.70
Paediatric	Occupational Therapy	\$8729.55
Paediatric	Speech Pathology	\$8076.24

Understanding Your NDIS Funding and Reports Required

If you're unsure how much funding is available in your NDIS plan, we encourage you to contact us to arrange a **Service Agreement meeting**. This ensures that your services and supports are appropriately aligned with your current budget. You may also discuss your plan with your **Support Coordinator**, **Plan Manager**, or **Local Area Coordinator** (**LAC**) for further guidance.

Please Note:

Please note that any figures or support outlines we provide are **indicative only**. Your **Schedule of Supports** will be customised based on the actual funding available in your plan.

For services that require more specialised supports—such as **Supported Independent Living (SIL), Specialist Disability Accommodation (SDA),** or **home modifications**—
you'll need to participate in a **Service Agreement meeting** to review:

- The scope of the services
- Any necessary assessments or clinical reports
- The funding requirements and availability

These assessments and reports are essential to determine eligibility, identify appropriate support models, and ensure compliance with NDIS funding guidelines.

Check Your NDIS Funding

You can view your funding and budget allocations through the following tools:

- myplace Participant Portal via myGov
- my NDIS Mobile App

For an overview of how your supports are structured in your plan, visit:

Support Budgets in Your Plan - NDIS

3.1) Schedule of Supports (also known as a Treatment Plan)

The Schedule of Supports, also referred to as a **treatment plan**, is a separate and flexible document developed by an allied health professional—such as an Occupational Therapist or Speech Pathologist. It outlines the types, frequency, and purpose of services based on the participant's goals and support needs under the NDIS. This document is updated as needed to ensure it remains aligned with clinical recommendations and evolving individual circumstances.

All services outlined in the Schedule of Supports are charged in accordance with the NDIS Pricing Arrangements and Price Limits (PAPL) and are based on the clinical judgement of the treating practitioner. Supports may be delivered by a range of allied health professionals depending on assessed need.

In addition to face-to-face sessions, the schedule of supports will include non-face-to-face services such as report writing, collaboration with support teams, preparation of therapy materials, regular goal reviews, and clinical case conferences. These supports are scheduled according to clinical need and may be delivered by appropriately

Please Note:

qualified allied health practitioners—such as an occupational therapist, a speech pathologist, or a therapy assistant—depending on individual requirements. These non-direct services are essential for ensuring that therapy remains coordinated, goal-focused, and effective, and they help to ensure that in-person therapy sessions are clinically meaningful. Where funding permits, the schedule of supports may also include an annual progress report to help track and demonstrate outcomes over time. If other reports or assessments—such as a full functional capacity assessment—are required, a separate service agreement will be issued.

Under 9 Years

Profession	Support Item Name	em Name Support Item	
		Number	Rate
Speech	Early Childhood Supports –	15_005_0118_1_3	\$193.99
Pathologist	Speech Pathologist		per hour
Occupational	Early Childhood Supports –	15_005_0118_1_3	\$193.99
Therapist	Occupational Therapist		per hour
Therapy Assistant	Early Childhood Supports –	15_008_0118_1_3	\$86.79 per
- Level 2	Therapy Assistant Level 2		hour

9+ Years

Profession	Support Item Name	Support Item	2025–26
		Number	Rate
Speech	Assessment Recommendation	15_622_0128_1_3	\$193.99
Pathologist	Therapy or Training – Speech		per hour
	Pathologist		
Occupational	Assessment Recommendation	15_617_0128_1_3	\$193.99
Therapist	Therapy or Training –		per hour
	Occupational Therapist		
Therapy	Therapy Assistant Level 2	15_053_0128_1_3	\$86.79
Assistant – Level			per hour
2			

Travel	Description	
Component		
Travel Time	Charged per participant using the provider's hourly rate. Follows	
	the Modified Monash Model (MMM) guidance.	
Non-Labour	\$1.00 per kilometer travelled (includes return trip, if applicable).	
Costs		
Travel Cap	Travel time is capped at 50% of the service hourly rate for NDIS	
	clients.	

These support items can be used for:

Please Note:

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Once filled out and signed, you can return the form via **email** (scan or photo) or **post**.

- Non-Face-to-Face Support Provision
- Provider Travel
- Short Notice Cancellations
- NDIA Requested Reports

Providers of this support can also claim for the costs of:

- **Provider Travel Non-Labour Costs** using support item:
 - o 15_799_0114_1_3,
 - o 15_799_0126_1_3, or
 - o 15_799_0128_1_3, depending on the Registration Group.

By signing this agreement, I acknowledge and agree to the following terms and conditions:

- I agree to the terms outlined in the Schedule of Supports, including the service types.
- I consent to the provision of **Non-Face-to-Face Support** where relevant to my plan goals.
- I acknowledge and accept that **Provider Travel** may be charged in accordance with the NDIS Price Guide.
- I understand that charges may apply in the case of Short Notice Cancellations.
- I agree to the preparation and provision of NDIA Requested Reports as needed.
- I consent to the inclusion of **Provider Travel Non-Labour Costs** (e.g., vehicle expenses).
- I confirm that I accept all services as permitted under the current NDIS Price Guide.
- 4) Responsibilities of the Provider

The Provider agrees to:

- 1. Review the provision of support with the participant at least every six months.
- 2. Provide supports that meet the participant's needs at the participant's preferred times.

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- 3. Provide supports that consider the participant's safety
- 4. Communicate openly and honestly promptly.
- 5. Treat the participant with courtesy and respect.
- 6. Consult the participant on decisions about how supports are provided.
- 7. Ensure that there is no conflict of interest and inform the participant if there is any potential.
- 8. Provide an invoice to fix damages for the participant to pay.
- 9. Provide the supports that meet your clinical needs and NDIS goals.
- 10. Review the provision of support monthly.
- 11. Give the information about managing complaints or disagreements and details of the Provider's cancellation policy (if relevant).
- 12. Listen to the participant's feedback and resolve problems quickly.
- 13. Provide the participant with a minimum of 24 hours' notice if the Provider has to change a scheduled appointment to provide supports where practical to do so.
- 14. Keep personal information private
- 15. Follow critical incident management procedures to ensure the safety of participants by providing information via the Participant Handbook
- 16. Keep you safe and ensure the safety of others.
- 17. Never provide the participant with financial advice or information (see Participant Handbook for more details)
- 18. Review your support plan and service agreement when your circumstances change.
- 19. Provide a copy of any updated support or risk plan as soon as it is practicable.
- 20. Provide you with the opportunity to select your support worker/s via interviews or meetings. You have the final say on your workers.
- 21. Train staff to meet your needs and circumstances.
- 22. give the participant the required notice if the Provider needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information)
- 23. Protect the participant's privacy and confidential information, including the participant's data, health information and other personal details gathered during

- the intake process. We will ensure that your information remains private while delivering our services.
- 24. Provide supports consistent with all relevant laws, including the <u>National</u>

 <u>Disability Insurance Scheme Act 2013</u> and <u>rules</u> and the Australian Consumer

 Law; keep accurate records on the supports provided to the participant
- 25. Issue regular invoices and statements of the supports delivered to the participant.
- 26. The Provider has policies and procedures that are built on human rights. Where allegations of abuse, neglect, violence, exploitation or discrimination are made (service provider employs a Zero Tolerance policy and procedure).

4.1 Australian consumer law

Shoalhaven Occupational Therapy Pty Ltd ensures that the participant is treated fairly. Our services are fit-for-purpose and match the description provided, per the *Competition and Consumer Act 2010 (CCA)*. Support or replacement of services will be negotiated with the Participant. Shoalhaven Occupational Therapy Pty Ltd will provide proof of financial transactions to the participant or their advocate, as requested. In the development of Service Agreements with the Participant, we do not:

- mislead or deceive participants (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
- accept payment for goods or services that the participant has not agreed to purchase
- as part of their service agreement.

Shoalhaven Occupational Therapy Pty Ltd will not undertake unfair treatment or take advantage of the participant. Examples of this include:

- providing services or expending funds contrary to the participant's approved
 Plan
- asking for or accepting any additional fees for providing a service

Please Note:

- offering inducements or rewards that have no particular link to an NDIS Plan that could be perceived to encourage participants to take up or continue with your organization or a particular service option
- engaging in high-pressure sales tactics.

4.2 NDIS Code of Conduct

All our actions are linked to the NDIS Code of Conduct, and we will always act with honesty, integrity and transparency. Our actions include the following:

- supplying truthful information about the capacity, qualifications, training and professional affiliations of our workforce, and we will never advise the participant of our ability to provide a specialized service when not legally able to do so
- never making false claims about the efficacy of any of our supports, services or products
- providing clear advice regarding the total costs of the service or support and what the cost covers
- not making claims about the efficacy of treatments or supports that cannot be substantiated independently.

4.3 Critical Incidents

All reportable incidents are managed as per our policy and procedure requirements. We will support and inform you of the actions taken and their results. We follow the NDIS (Incident Management and Reportable Incident) Rules 2018. See information in Participant Handbook and Easy Read documents in the appendix for more details.

This section has no questions. Would you like to edit it?

Responsibilities of the participant/participant's representative

The participant/participant's representative agrees to:

- 1. Respect the rights of staff, ensuring their workplace is safe and healthy and free from harassment.
- 2. Abide by the terms of your Agreement with us.

Please Note:

- 3. Understand that your needs may change, and your services may need to meet your needs.
- 4. Accept responsibility for your actions and choices, even though some choices may involve risk.
- 5. Let us know if you have problems with the care and services you receive.
- 6. Give us enough information to develop, deliver and review your support plan.
- 7. Care for your health and well-being as much as you are able.
- 8. Provide us with information that will help us better meet your needs.
- 9. Give us a minimum of 2 business days notice when you will be unable to attend a booked appointment.
- 10. Be aware that our staff are only authorized to perform the agreed number of hours and tasks outlined in your service agreement.
- 11. Participate in safety assessments of your home.
- 12. Ensure pets are controlled during service provision.
- 13. Provide a smoke-free working environment.
- 14. Pay the agreed amount for the services provided.
- 15. Tell us in writing (where able) and give us notice before the day you intend to stop receiving services from us.
- 16. To inform staff if you wish to opt out when asked
- 17. inform the Provider about how they wish the supports to be delivered to meet the participant's needs
- 18. Treat the Provider with courtesy and respect
- 19. Talk to the Provider if the participant has any concerns about the supports being provided
- 20. Give the Provider a minimum of 2 business days 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
- 21. Give the Provider the required notice if the participant needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information)
- 22. Let the Provider know immediately if the participant's NDIS plan is suspended or replaced by a new NDIS plan or if the participant stops participating in the NDIS.

5) Payments

The Provider will seek payment for their provision of supports.

Self Managed

The participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the Provider will send the participant an invoice for those supports to pay. The participant will pay the invoice by Credit Card or EFT within 7 days. Initial assessments will be charged at the time of booking.

OR

The participant's Plan Nominee manages the funding for supports provided under this Service Agreement. After providing those supports, the Provider will send the participant's Nominee an invoice for those supports for the participant's Nominee to pay. The participant's Nominee will pay the invoice by Credit Card or EFT within 7 days. Initial assessments will be charged at the time of booking.

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 NDIS. If the NDIA fails to make payment by the due date, the participant or their nominee shall be responsible for ensuring payment is made in full to the Provider.

Plan Managed

The participant has nominated the Registered Plan Management Provider to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the Provider will claim payment from the plan manager. If the plan manager fails to make payment by the due date, the participant or their nominee shall be responsible for ensuring payment is made in full to the Provider.

Please Note:

Private Payment

Participants or families who choose to fund services privately (outside of the NDIS) will be charged in accordance with the current NDIS Pricing Arrangements and Price Limits (PAPL) and the agreed Schedule of Supports (Treatment Plan). The Provider will issue an invoice, and payment is required within 7 days by Credit Card or EFT. This ensures consistency in pricing and clinical alignment with all services delivered.

6) Payment terms and conditions:

1. Definition and Payment

- 2. "Consultant" shall mean Shoalhaven Occupational Therapy Pty Ltd T/A Shoalhaven Occupational Therapy, Shoalhaven Allied Health, Shellharbour Occupational Therapy or South Coast Therapy and Support Group.
- 3. "Patient" shall mean the Patient or any person (or persons) that agree herein to be liable for the debts of the Patient on a principal debtor basis.
- 4. Time for payment for the Services shall be of the essence and will be stated on the invoice. If no time is stated, then payment shall be on delivery of the Service.
- 5. At the Consultant's sole discretion, payment for approved Patients or Persons responsible for the Account shall be made by instalments in accordance with the Consultant's payment schedule.

6. **Default**

- 7. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Consultant's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 8. If the Patient owes the Consultant any money the Patient shall indemnify the Consultant from and against all costs and disbursements incurred by the Consultant in recovering the debt (including but not limited to internal

Please Note:

administration fees, legal costs on a solicitor and own Patient basis, the Consultant's contract default fee, and bank dishonour fees).

9. **Privacy Act 1988**

- 10. The Patient agrees for the Consultant to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Patient in relation to credit provided by the Consultant.
- 11. The Patient agrees that the Consultant may exchange information about the Patient with those credit providers and with related body corporates for the following purposes:
- 12. to assess an application by the Patient; and/or
- 13. to notify other credit providers of a default by the Patient; and/or
- 14. to exchange information with other credit providers as to the status of this credit account, where the Patient is in default with other credit providers; and/or
- 15. to assess the creditworthiness of the Patient including the Patient's repayment history in the preceding two (2) years.
- 16. The Patient consents to the Consultant being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.
- 17. The Patient agrees that personal credit information provided may be used and retained by the Consultant for the following purposes (and for other agreed purposes or required by):
- 18. the provision of Services; and/or
- 19. analysing, verifying and/or checking the Patient's credit, payment and/or status in relation to the provision of Services; and/or
- 20. processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Patient; and/or
- 21. enabling the collection of amounts outstanding in relation to the Services.
- 22. The Consultant may give information about the Patient to a CRB for the following purposes:
- 23. to obtain a consumer credit report;

Please Note:

- 24. allow the CRB to create or maintain a credit information file about the Patient including credit history.
- 25. The information given to the CRB may include:
- 26. personal information as outlined in 3.1 above;
- 27. name of the credit provider and that the Consultant is a current credit provider to the Patient;
- 28. whether the credit provider is a licensee;
- 29. type of consumer credit;
- 30. details concerning the Patient's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
- 31. advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Patient no longer has any overdue accounts and the Consultant has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments);
- 32. information that, in the opinion of the Consultant, the Patient has committed a serious credit infringement;
- 33. advice that the amount of the Patient's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 34. The Patient shall have the right to request (by e-mail) from the Consultant:
- 35. a copy of the information about the Patient retained by the Consultant and the right to request that the Consultant correct any incorrect information; and
- 36. that the Consultant does not disclose any personal information about the Patient for the purpose of direct marketing.
- 37. The Consultant will destroy personal information upon the Patient's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law.
- 38. The Patient can make a privacy complaint by contacting the Consultant via e-mail. The Consultant will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Patient is

not satisfied with the resolution provided, the Patient can make a complaint to the Information Commissioner at www.oaic.gov.au.

By signing this agreement, I acknowledge that I have read, understood, and agree to the payment terms, conditions, and privacy provisions outlined above.

7) Changes to this Service Agreement

If changes to the supports or their delivery 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. The prices listed in this agreement may be amended if a new NDIS price guide is issued. Notice will be given in the event the listed prices are increased.

8) Ending this Service Agreement

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

The notice requirement will be waived if either party seriously breaches this Service Agreement.

9) Feedback, complaints and disputes

If the participant wishes to give the provider feedback, the participant can talk to The Business Manager on 02 44216013 or online feedback

form: https://www.sctherapysupport.au/feedback

If the participant is not satisfied with the handling of the complaint or does not want to talk to our business manager regarding their feedback or complaint, they can contact the National Disability Insurance Scheme at any time throughout the process by calling 1800 035 544, visiting one of their offices in person, or visiting ndisability Insurance Scheme at any time throughout the process by calling 1800 035 544, visiting one of their offices in person, or visiting <a href="mailto:ndisability.ndisa

10) Goods and Services Tax (GST)

For GST legislation, the Parties confirm that:

Please Note:

- A supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the <u>National Disability Insurance Scheme Act</u> <u>2013</u> (NDIS Act), in the participant's NDIS plan currently in effect under section 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, will immediately notify the Provider if a new plan replaces the participant's NDIS Plan or stops being a participant in the NDIS.

11) Access to Records

	•			
My file can be accessed by NDIS Registered Auditor for audit purposes only				
	Yes			
	No			
_	e that the following people can be provided access to my records. Please tick the people you wish to have permission to access your records:			
	Support Coordinator			
	Plan Manager			
	School			
	Parents			
	Other:			

12) Information Storage

The NDIS Commission may collect personal information about and from you, your representative, or a third party. Use forms, online portals and other electronic or paper correspondence to collect this information. The NDIS Commission or we as service providers may collect information directly. The NDIS Commission may obtain personal information from other Commonwealth agencies, State or Territory government bodies, or other organizations. 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 service providers, 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 NDIS Commission.

When the NDIS 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 authorized by law and any person or body to whom we usually disclose the information. The NDIS Commission generally

Please Note:

provides this notification by having Privacy Notices on our paper-based forms and online portals.
13) Agreement Signatures The parties named below, including Shoalhaven Occupational Therapy Pty Ltd (South Coast Therapy and Support Group), agree to the terms and conditions of this Service Agreement, including all payment, credit, and privacy provisions. If the NDIS does not cover the charges, the responsible party—being the participant, their nominee, or their parent/guardian—agrees to be liable for full payment.
This agreement shall not come into effect until it has been signed by a Director of Shoalhaven Occupational Therapy or a member of the senior clinical team.
Full Name (Participant / Nominee / Parent or Guardian):
Signature:
Date of Birth (of Signer):
(Internal use)
Approved by:
Position:
Signature:
Places Note:

Date:		
Date.		

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