



Superyou Therapy Service Agreement Terms and Conditions – NDIS Funded Clients

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Schedule 1 – Terms and Conditions

1 Your Services

1.1 We agree to provide you:

- (a) with your services as outlined in your Service Agreement;
- (b) from the Start Date until the End Date or any earlier date your Service Agreement is ended;
- (c) as set out in your Service Agreement but subject always to the amount of funding available in each Funding Period under your NDIS Plan.

1.1 We will only deliver services that are consistent with the NDIS Pricing Arrangements and, where applicable, the NDIA's published Approved Supports List. We will not deliver services that are excluded under NDIA policy unless permitted under the Replacement Support Rule.

1.2 You can access more information about how your services will be delivered, and discuss any preferences or choices you have by contacting us or your support coordinator, if you have one.

2 Your Rights and Responsibilities

Rights

2.1 As a client of ours, you have a right to:

- (a) receive safe and high quality service from us in a way that promotes your right to be protected from the risk of harm, abuse and neglect;
- (b) be treated with respect and dignity, in a way that acknowledges culture, identity, beliefs and choices;
- (c) have your Personal Information kept confidential in accordance with privacy Law and our Policy;
- (d) be provided with clear and accessible information, education and support about your condition, health care and relevant funding sources e.g. NDIS, Aged Care;
- (e) subject to funding and eligibility, have access to and receive services that consider your needs and preferences, you also have the right to select services from providers other than us;
- (f) consent before taking part in health professional training and/or research;
- (g) participate in decision making about your care;
- (h) be given assistance, if needed, to understand all possible benefits and risks associated with your supports and any decisions you make. This may include access to an interpreter, or provision of resources in an alternative format; and
- (i) be given information on how to make a complaint and provide feedback, and to have complaints investigated in a transparent and timely way. Any feedback provided will not affect the way you are treated.



Responsibilities

2.2 You agree to:

- (a) provide us with a copy of your current NDIS Plan, (including details relating to the funding provided in each Funding Period) and any updated versions, and to ensure that our access rights to the PACE system are maintained by not withdrawing your consent;
- (b) tell the health team, and other staff supporting you about:
 - (i) Your medical history;
 - (ii) any treatment or medications you are receiving; and
 - (iii) any relevant changes.
- (c) be courteous and respect the role of our clinicians and volunteers and their right to a safe and pleasant work environment, this may include respecting that clinicians will need to take comfort breaks, and in some instances, meal breaks;
- (d) not subject our clinicians to any types of behaviours or conversations that could be interpreted as racist, abusive or threatening;
- (e) allow clinicians appropriate time to understand the care you need, and respect that clinicians can only deliver the care and services outlined in your care or service plan;
- (f) tell clinicians about any special needs you have including those of religious or cultural significance;
- (g) be courteous and respectful to other clients, considering both their needs and rights. This includes the rights to privacy and confidentiality;
- (h) respect the health needs of your peers and our clinicians and reconsider your attendance at our sessions or events if you are unwell;
- (i) tell us if you have any concerns about your services being provided, you can do this in a number of ways including:
 - (i) providing feedback via our website (<https://superyou.org.au/give-feedback/>)
 - (ii) directly to our clinician or
 - (iii) directly to your support coordinator,
- (j) please refer to our Client Feedback and Complaint Management Policy for further information.
- (k) tell us if you want to change a service or cancel the delivery of a service;
- (l) ensure that any of your valuable objects are properly stored and not left in a position where they might be accidentally damaged, we may refuse to compensate you for any damage to any items that are not properly stored by you.;
- (m) provide us with any:
 - (i) form;
 - (ii) authority; or



- (iii) other paperwork or online acceptance,
- (n) to enable us to claim funding from your NDIS Plan for services delivered to you under your Service Agreement.

3 Our Responsibilities

3.1 We agree to:

- (a) deliver your services in a manner consistent with the Superyou Therapy Code of Conduct and NDIS Code of Conduct;
- (b) work with you to develop a plan for your services which meets your goals in line with (and subject to funding availability in each Funding Period under) your NDIS Plan;
- (c) keep clear records on your services and provide details of these services if requested by you;
- (d) consult with you on decisions about how services are provided to you by us;
- (e) provide you with a copy of the Service Agreement signed by us and where this is not practicable or where you choose not to receive your copy of the Service Agreement, it will be kept on file by us for you to request at any time;
- (f) provide you with information about your services in a way that is understood by you; and
- (g) listen to your feedback and resolve problems in a timely manner according to our policies and procedures.

3.2 We will assign clinicians based on their competency required to deliver your services and will make reasonable efforts to accommodate your preferences (if any) regarding clinicians. However, we will not discriminate in the engagement of employees or contractors based on their race, religion, marital status, sexual orientation, national origin, or disability.

4 Review

4.1 Subject to your availability and willingness to participate:

- (a) We will review your services in consultation with you at least every 12 months; and
- (b) We will conduct a review of your Program of Services (if any) in consultation with you at least every 6 months.

4.2 These reviews are a chance for you and us to consider progress, review goals and reset your services if needed.

5 Fees and Charges

Pricing for Your Services

5.1 The prices for your supports:

- (a) are set out in the Schedule of Fees and are calculated as set out in the NDIS Pricing Arrangements or as stated under your NDIS Plan according to the Funding Periods; and



- (b) will be adjusted to align with changes in the NDIS Pricing Arrangements from time to time.

You Must Pay Us

5.2 You must pay us for the services we provide to you as further defined and detailed in the NDIS Pricing Arrangements or Schedule of Fees.

5.3 You must also pay us the following fees if they apply:

- (a) Non-Face-to-Face services;
- (b) Costs of more than one therapist or support worker;
- (c) Short-Notice Cancellations;
- (d) Our travel costs in respect of delivery of a service;
- (e) Telehealth services,
- (f) as set out:
 - (i) in your Service Agreement; or
 - (ii) in the NDIS Pricing Arrangements.

5.4 Where funding is available in your NDIS Plan, we will claim the above costs from your NDIS Plan (subject always to the NDIS Pricing Arrangements).

6 Intensive and Complex Behaviour Services

6.1 If you, during the course of delivering services:

- (a) display frequent behaviours of concern that have a significant effect on your or others' wellbeing and safety; and
- (b) require intensive support and the implementation of intensive proactive strategies (frequent/daily), skill development, and response strategies, which may include the use of restrictive practices to minimise the risk of harm to you or others; and
- (d) may, or are likely to, be experiencing other issues that exacerbate or increase the complexity of your behaviour support needs; and
- (c) We are required to work with an external Behavioural Support Practitioner and develop or implement your interim or comprehensive behaviour support plan,

6.2 If we deem that the inappropriate behaviours require additional clinicians to ensure your safety and that of those around you, we will:

- (a) discuss with you how this impacts our ability to support you and the total cost to your NDIS Plan;
- (b) clearly set out how we propose to change the services we provide to you to ensure the safety of our clinicians and you and what impact this may have on the cost of delivering your services;
- (c) only charge your NDIS Plan for the additional cost once we have agreed these changes with you.



- 6.3 If we and you cannot agree on the changes we deem are reasonably necessary to ensure the safety of our clinicians and you, as set out in clause 6.2, then we may end your Service Agreement in accordance with clause 21.

7 Non-Face-to-Face Support

- 7.1 Our clinicians will spend time on non-face-to-face activities that assist you in reaching your NDIS Plan goals, for example:

- (a) writing notes about your progress for co-workers;
- (b) undertaking research that is specifically linked to your needs and to the achievement of your goals;
- (c) writing reports (including, but not limited to, NDIA requested reports);
- (d) planning your services;
- (e) receiving and making phone calls and emails to and from you and others regarding your services; and
- (f) liaising with other providers.

- 7.2 Non-face-to-face activities represent the best use of your NDIS Plan funds because:

- (a) they allow us to maximise the effectiveness of your services when they are directly provided to you; and
- (b) assist you in reaching your NDIS Plan goals.

8 Short Notice Cancellation

- 8.1 A Short Notice Cancellation occurs where you:

- (a) do not attend a scheduled service within a reasonable time, or are not present at the agreed place and within a reasonable time when we are travelling to deliver the service; or
- (b) have given less than 2 clear Business Days' notice that you will not attend a scheduled service to the following contact details:
 - (i) Email: cancellations@superyou.org.au
 - (i) Phone: (08) 6263 8623 and
- (c) We are unable to find alternate work for the clinician rostered to deliver the service.

- 8.2 Where a Short Notice Cancellation occurs, or you cancel a scheduled service session and it is a Short-Notice Cancellation, you will be responsible for payment of 100% of the price of the service as if the service had been provided.

9 Telehealth

- 9.1 We may claim for the delivery of services to you through Telehealth services.

- 9.2 Where we provide services through Telehealth services we will:



- (a) ensure that Telehealth is an appropriate format through which to deliver the services;
- (b) ensure that any activities conducted through Telehealth services are part of delivering specific services to you;
- (c) explain to you that how the provision of your services through Telehealth presents the best value for the delivery of these services;
- (d) seek your agreement before the delivery of your services through a Telehealth platform.

10 Our Travel

10.1 Where our clinicians need to travel to a location outside their usual place of work to provide you with your services then we will claim our travel costs under your NDIS Plan in respect of the delivery of that service:

- (a) at 50% of the regular price limit for the service for the time spent travelling to you (by each eligible worker) subject to clause 11.1; and
- (b) Our non-labour costs associated with travelling to deliver services to you:
 - (i) for a vehicle owned by us or our worker, \$0.99 a kilometre; and
 - (ii) for other forms of transport or associated costs, such as road tolls, parking, public transport fares, up to the full amount
 - (iii) and as otherwise set out in the NDIS Pricing Arrangements (including the maximum time limits specified in those arrangements).

11 Labour Costs

11.1 Where:

- (e) We are delivering capacity-building services and you are the last participant the relevant worker sees that day, we may also claim for the time spent travelling from you to the clinician's primary hub, provided we are required to pay our worker for this travel time. This is subject to the relevant time limits as set out in the NDIS Pricing Arrangements.
- (a) a worker is travelling to provide services to more than one participant in a 'region', then we will apportion all of the travel costs (including the return journey where applicable) between the participants who received services from the worker.
- (b) We are delivering therapy services (such as physiotherapy, occupational therapy, speech therapy, or early childhood intervention), we will only claim for travel time at 50% of the hourly rate for the service, as set out in the NDIS Pricing Arrangements.

1.2 Providing you with services at a location outside the primary hub, represents the best use of your NDIS Plan funds because it allows us to maximise the range of contexts in which services can be provided to you and therefore assists you to reach your NDIS goals.

12 Claiming for more than one worker or therapist

12.1 Sometimes you may require services to be delivered by more than one clinician at the same time. In these cases, we may, at our discretion and with your prior consent, charge you for



the time spent providing the services by all clinicians involved in delivering the services.
Examples of cases where this may occur include:

- (a) Handover sessions that allow new clinicians to be introduced to you (if you have complex individual support needs) so that they can understand your support needs and patterns;
- (a) supervision of, or specific training for, therapy assistants by the supervising therapist as part of the handover of the support delivery to you by the therapist to the therapy assistant;
- (b) specialised assessments requiring multiple therapists; and
- (c) case conferences between therapists about your specific support needs.

12.2 Where multiple clinicians are required you will be charged for the delivery of the service and travel as relevant to that service and for each clinician.

13 Unplanned Exit

13.1 If your Service Agreement comes to an end:

- (a) under clause 23 on the grounds that;
 - (i) We have notified you that the relationship between you and us has irretrievably broken down (and we provide you with SIL Supports); or
 - (ii) You have not attended your agreed Program of Supports for 4 weeks,
- (b) under clause 23 on the grounds that you have passed away,
- (c) We will continue to charge your NDIS Plan for your services for a period of up to 4 weeks at the rates provided in the Schedule of Fees or NDIS Pricing Arrangements (as applicable).

13.2 You remain responsible for your expenses

- (a) You understand that expenses that are not included as part of your NDIS Plan are your responsibility. These include, but are not limited to:
 - (i) public transport costs;
 - (ii) community venue activity entrance fees;
 - (iii) event tickets;
 - (iv) meals;
 - (v) rent and board;
 - (vi) toiletries and other personal care items (outside of Consumables included in your NDIS Plan); and
 - (vii) any other personal costs.

14 Payment

14.1 If:



- (a) You self-manage your NDIS Plan funding for your services (including through a Plan Nominee):
 - (i) after providing your services, we will send you a weekly invoice for those services to pay; and
 - (ii) You must pay the invoice by electronic funds transfer to the account details provided by us within 21 calendar days of the date of the invoice.
- (b) Your NDIS Plan funding for your services is managed by the NDIA then, after providing those services, we will claim payment for them from the NDIA progressively throughout your NDIS Plan period.
- (c) a Plan Manager manages your NDIS Plan funding for your services, then, after providing those services, we will claim payment for them from the Plan Manager.

14.2 If you self-manage your NDIS Plan funding for your services (including through a Plan Nominee) or a Plan Manager manages your NDIS Plan, you agree to submit any invoices received from us to the NDIA, your Plan Manager, or other relevant funder within a reasonable timeframe (no later than 30 days from receipt).

14.3 Subject to clause 16.4 but without limiting any of our other rights under your Service Agreement, we reserve the right to recover the costs of your services, including costs of debt recovery, directly from you if we are unable to recover them from the NDIA, your Plan Nominee or your Plan Manager.

14.4 You will not be liable for payment where we are unable to recover costs due to an error or delay by the NDIA or your Plan Manager, provided you have met your obligations under your Agreement (including submitting invoices and providing required information).

15 Reports

15.1 We will conduct an initial assessment to determine your support needs before commencing any services. This assessment is necessary to ensure we can safely and effectively deliver services to you. Any time spent completing this assessment will be claimed against your current NDIS plan as non-face to face time (see clause 7) subject always to the NDIS Pricing Arrangements.

15.2 We will provide a report(s) to the NDIA approximately 6 weeks before your NDIS Plan is due for review. The report will document how the services provided by us have contributed to the achievement of goals in your NDIS Plan as well as provide recommendations to inform your future NDIS Plan and are necessary to ensure our ongoing accreditation with the NDIS Quality & Safeguards Commission.

15.3 There may be occasions where we will undertake additional health assessments and reporting to ensure the services meet your health requirements. These requirements will be discussed with you before the Start Date and any time taken to complete required reporting will be charged against your current NDIS Plan unless advised prior.

16 Allied Health Student Provided Services

16.1 We support universities and colleges by providing student placements for occupational therapy, physiotherapy, and speech pathology courses.



- 16.2 The NDIS has a policy that encourages service providers to provide customers with accessible service options. Depending on availability, we may offer you the option of receiving some allied health and nursing services from a student under the supervision of a registered health professional.
- 16.3 If you accept this option, we will charge them at the rate payable for a therapy assistant as per the NDIS Pricing Arrangements.
- 16.4 You are under no obligation to accept the services delivered by a student and have the right to withdraw at any time by advising us by phone or in writing.

17 Work Health & Safety Assessment

- 17.1 Before commencing services and at any time during the term of your Agreement, we may carry out a work, health and safety assessment at the location where the services are to be delivered to you to ensure a safe work environment for our clinicians. You will provide access to us on reasonable notice to enable us to carry out this assessment. A copy will be provided to you.
- 17.2 You must not be under the influence of alcohol or controlled substances during delivery of the Supports.
- 17.3 We reserve the right to end or refuse a session if we or our clinicians reasonably believe that you or other people at the place where the services are to be delivered are under the influence of alcohol or drugs or that it is unsafe for our clinicians to provide you with services.

18 Use of Artificial Intelligence (AI) Tools

- 18.1 At Superyou we utilise AI to support our documentation to improve the efficiency and quality of our written services, so that we can spend more time focusing on the client. These tools:
- (a) are in compliance with the Australian Privacy Principles, the Privacy Act, the Health Insurance Portability and Accountability Act (HIPAA) and General Data Protection Regulation (GDPR).
 - (b) do not use personal information of Superyou employees or clients for any purpose other than the primary purpose of transcription and documentation. Data is not stored on OpenAI servers.
- 18.2 In agreeing to our Terms and Conditions you acknowledge and understand that:
- (a) Artificial Intelligence tools designed to assist clinicians with high quality and more efficient clinical documentation.
 - (b) These tools will not be making any clinical decisions or providing direct patient care. Clinicians remain responsible for reviewing and finalising documentation
 - (c) All information processed by these tools are in line with Superyou Therapy's privacy, security and confidentiality requirements.

19 Sharing information with Other Providers

- 19.1 To enable us to deliver your services to you in a timely, competent and appropriate manner, we will:



- (a) develop and maintain links with other providers so that we can collaborate with them to deliver your services;
 - (b) seek your verbal or written consent from time to time to share your Personal Information with other providers (including your Sensitive Information); and
 - (c) manage risks in collaboration with other providers.
- 19.2 You understand and agree that, for the purposes of the *Privacy Act 1988* (Cth) the primary purpose of the Service Agreement is to deliver your services.
- 19.3 You understand that your Personal Information may be released to third parties to enable us to deliver your services or to collaborate with other providers in the management and provision of your services.

20 Conflict of Interest

- 20.1 You retain full choice and control over which providers deliver your services.
- 20.2 By providing services or recommending any other services (be they approved NDIS services or otherwise). We are aware of the potential for a real, potential or perceived conflict of interest.
- 20.3 Where this occurs:
- (a) We will advise you that this is the case;
 - (b) We will manage any conflict of interest in accordance with the NDIA's Position Statement on Conflict of Interest;
 - (c) all of our clinicians will, in providing services under this Service Agreement:
 - (i) act with integrity, honestly and transparency;
 - (ii) comply with the Superyou Therapy Code of Conduct and the NDIS Code of Conduct;
 - (iii) not intentionally constrain, influence or direct decision-making by you in relation to your choice of other providers for other services;
 - (iv) proactively manage perceived, potential and actual conflicts of interest in between any of our teams by managing, documenting and reporting on individual conflicts as they arise, and
 - (v) ensure that your rights under your Service Agreement are upheld irrespective of any decision/s you make about the provision of other services.
- 20.4 If you have any concerns about any real, potential or perceived conflict of interest you can provide feedback to us through the process at clause 25.

21 Suspending or ending a Support

- 21.1 You may cease receiving a service or suspend a service at any time and for any reason by giving us 2 weeks written notice.
- 21.2 We can stop or pause a service:



- (a) at any time, as long as we give you at least 2 weeks' written notice; or
- (b) immediately on written notice where:
 - (i) You nominate a different provider as 'your provider' on the NDIS Portal;
 - (ii) We reasonably suspect that there is insufficient funding in your NDIS Plan or Funding Period to provide you with the relevant service as set out in the Service Agreement; or
 - (iii) We believe, acting reasonably, that there is a potential serious risk to you, our clinicians or others during service delivery that we do not (acting reasonably) believe that we can resolve or mitigate within the law or within the funding constraints of your NDIS Plan.

21.3 The service suspended under this clause will from the end of the notice period, remain suspended, until you and we agree a date in writing for it to recommence (Suspension Period).

22 Ending your Service Agreement

22.1 You may end your Service Agreement at any time, for any reason providing you give us one month's written notice.

22.2 We may end your Service Agreement at any time, for any reason by providing you with 4 weeks written notice.

22.3 Notwithstanding any other provision in your Service Agreement, we may end your Service Agreement immediately on written notice where:

- (a) You pass away;
- (b) We reasonably suspect that there is insufficient funding in your NDIS Plan or Funding Period to provide you with the relevant service; or
- (c) Your Lodging Agreement with us ends;
- (d) We cannot resource your services (including because there is an emergency or disaster); or
- (e) We believe, acting reasonably, that there is a potential serious risk to you, our clinicians, or others during service delivery that we do not (acting reasonably) believe that we can resolve or mitigate within the law or within the funding constraints of your NDIS Plan; or
- (f) You nominate a different provider as 'your provider' on the NDIS Portal.

22.4 We will not end your Service Agreement because you:

- (a) make a complaint about us to a regulatory body such as the NDIS Quality & Safeguards Commission; or
- (b) make a decision to use another service provider to acquire different services.

23 Transition

23.1 In the event that a service or your Service Agreement comes to an end, we will, in consultation with you (assuming you are contactable and wish to participate), risk assess, plan and coordinate your transition to any new provider (as notified by you) as set out in Our Transition of Care Policy and Procedure.



24 Feedback and complaints

24.1 If you wish to give us feedback or make a complaint, you can:

- (a) provide feedback via our contact details below:
 - (i) Email: hello@superyou.org.au
 - (ii) Phone: (08) 6263 8623
 - (iii) Post: 53 Burswood Road, Burswood WA 6100; or
 - (iv) Website: [Give Feedback | Superyou Therapy](#)
- (b) arrange a time to talk to us and discuss the concerns you are raising as set out in our Client Feedback and Complaint Management Policy.

24.2 If you are not satisfied with our response, you can contact the NDIS Quality & Safeguards Commission by:

- (a) phoning: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged;
- (b) contacting the National Relay Service and asking for 1800 035 544; or
- (c) completing a complaint contact form on the NDIS Quality & Safeguards Commission website: <https://www.ndiscommission.gov.au/about/complaints>.

25 Advocates

25.1 You can, at any time and for any reason, access the services of an Independent Advocate to support you in any query or dispute with us about the services we provide you or the NDIS in general.

25.2 As a service provider, we cannot be your Independent Advocate.

26 If the Public Trustee Manages Your Plan

26.1 Notwithstanding other clauses in your Service Agreement, where the Public Trustee has been appointed as your Administrator we agree that the:

- (a) Public Trustee is not liable for any matters relating to or arising from your Service Agreement in its personal or corporate capacity;
- (b) Public Trustee has signed your Service Agreement in its capacity as Administrator for you in respect to your estate and obligations;
- (c) Public Trustee enters into your Service Agreement on your behalf in good faith and for the purpose of discharging its obligations toward you;
- (d) liability of the Public Trustee under this Service Agreement is limited to its obligations to you;
- (e) Public Trustee is not bound by or liable under this Service Agreement to us, other than in its capacity as Administrator on your behalf; and



- (f) Public Trustee, as your Administrator, undertakes to give us written notice that funds it holds or administers on your behalf have reached a value that it considers would be reasonably likely to cause you to default in payments under your Service Agreement.

27 GST

- 27.1 Many, but not all, NDIA Supports provided to NDIS participants are GST-free. If GST is applicable to a service, it will be included in the payments we claim under your NDIS Plan as determined by the NDIS Pricing Arrangements.

28 General

28.1 Changing your Agreement

- (a) Your Service Agreement can only be varied by the parties in writing, signed by all of the parties or verbally.
- (b) Where you cannot or will not sign your Service Agreement we will maintain a copy of the file note documenting the conversation and a record of the change on your file which will be available to you on request.
- (c) Changes can only be approved by a manager, not clinicians. Changes need to be agreed in advance and allow a reasonable period of time for the change to be made.

29 Survival

- 29.1 Clauses 1, 7, 8, 12, 16, 17, 18 and 21 survive the termination of this document.

30 Governing Law and Jurisdiction

- 30.1 This document is governed by the Law of the State of Western Australia. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts on any basis.



Schedule 2 – Definitions and Interpretations

Definitions

In this document the following definitions apply:

Administrator means a person appointed as Administrator under section 64 of the Guardianship and Administration Act, being, at the date this Service Agreement is entered into.

Approved Supports List means the *Supports that are NDIS Supports* guideline established by the NDIS and as published on the NDIS website (<https://ourguidelines.ndis.gov.au/would-we-fund-it/what-does-ndis-fund?>);

Assistance with Social, Economic and Community Participation means the bundle of supports described in the NDIS Pricing Arrangements as “Assistance with Social, Economic and Community Participation”;

Assistive Technology means devices, equipment, or systems that are designed to support you in your daily activities, enhance your independence, and improve your quality of life;

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Client Feedback and Complaint Management Policy means the policy and process related to feedback and complaints included in the Handbook (as updated from time to time). You can request a copy of this document at any time;

Clinicians means all employed therapists of the relevant party including a ‘Code-covered person’ for the purposes of the NDIS Code of Conduct;

Consumables means products or supplies that are designed to assist you in your daily living activities (eg. continence aids, hearing aid batteries, wound care dressings, nutritional supplements, and other disposable or consumable products that are necessary for managing your disability);

Crisis Emergency Management Plan means the policy related to the operation of Superyou Therapy in the event of an emergency, disaster, or other event impacting service delivery as outlined in the Handbook (as updated from time to time). You can request a copy of this document at any time;

Emergency Action Plan and RediPlan means a plan which considers (as the context requires and among other things):

- preparing for, and responding to, an emergency or disaster;
- making changes to participant supports;
- adapting, and rapidly responding, to changes to participant supports and to other interruptions;
- communicating changes to participant supports to clinicians and to participants and their support networks;



End Date means the date your Service Agreement ends as set out in clause 15 or clause 1 item 5;

Funding Period means the specific timeframe within your NDIS Plan during which a portion of your funding becomes available for use.

Guardian means a person appointed as guardian under section 43 of the Guardianship and Administration Act being, at the date this Service Agreement is entered into.

Guardianship and Administration Act means the *Guardianship and Administration Act 1990* (WA);

Handbook means the handbook of Superyou Therapy policies and other information provided to you on or around the date of this Service Agreement (as updated or replaced from time to time);

Independent Advocate means a person who:

- is independent of the National Disability Insurance Agency, the NDIS Quality & Safeguards Commission and any NDIS providers providing supports or services to the person with disability; and
- provides independent advocacy for the person with disability, to assist the person with disability to exercise choice and control and to have their voice heard in matters that affect them; and
- acts at the direction of the person with disability, reflecting the person with disability's expressed wishes, will, preferences and rights; and is free of relevant conflicts of interest.

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future and whether State, Federal, local or otherwise;

Lodging Agreement means an agreement between you and us to provide board and lodging services while you receive services under your Agreement;

Primary Hub means the main location attended by Superyou clinicians and employees;

Superyou Therapy Code of Conduct means the code of conduct set out in the Handbook;

NDIA means the National Disability Insurance Agency established by the NDIS Act;

NDIA's Position Statement on Conflict of Interest means the *NDIA Position Statement on Conflicts of Interest in the NDIS Provider Market* guideline established by the NDIS and as published on the NDIS website (<https://www.ndis.gov.au/providers/provider-compliance/conflicts-interest-ndis-provider-market>);

NDIS Act means the National Disability Insurance Scheme Act 2013 (Cth);

NDIS Code of Conduct means the National Disability Insurance Scheme (Code of Conduct) Rules 2018 (Cth);



NDIS Plan means a plan under the NDIS which covers the types of supports that the NDIS will fund for you to, among other things, enable your participation in community, social, economic and daily life activities;

NDIS Portal means the website provided by the NDIA to manage NDIS Plans, usually referred to as the 'myplace portal' or the 'my NDIS Participant portal';

NDIS Pricing Arrangements means the:

- NDIS Pricing Arrangements and Price Limits;
- NDIS Support Catalogue; and
- NDIS Assistive Technology, Home Modifications and Consumables Code Guide, as updated from time to time and published on the NDIS website (<https://www.ndis.gov.au/providers/pricing-arrangements>);

Other Providers means businesses and other organisations who deliver NDIS supports to you under your NDIS Plan;

Personal Information means any information or an opinion about you which makes you reasonably identifiable (eg. your name, age, date of birth, address etc) and includes your Sensitive Information;

Plan Manager means the person appointed as Plan Manager under section 43 of the NDIS Act, being, at the date this Service Agreement is entered into, the plan manager identified at item 6 of 1 Summary of Key Terms;

Plan Nominee means the person appointed as Plan Nominee under section 86 of the NDIS Act, being, at the date your Service Agreement is entered into.

Program of Services means bundle of Supports, agreed between you and us as set out in your Service Agreement;

Public Trustee means the public trustee created under the *Public Trustee Act 1941* (WA);

Replacement Support Rule means the criteria that must be met for a service, item or equipment to be considered a valid replacement for an existing service in your NDIS Plan. A replacement service must:

- replace a service in your NDIS Plan;
- provide equal or greater benefit to you compared to the service it replaces; and
- cost the same or less than the service it is replacing;

Sensitive Information has the meaning given under the *Privacy Act 1988* (Cth) and includes information about your racial or ethnic origin, religious beliefs or affiliations, sexual orientation, criminal record and your health information;

Service Agreement means the legally binding document between us and you that details the services to be delivered, pricing, funding arrangements, and each party's rights and obligations, in conjunction with these applicable Terms and Conditions.

Short Notice Cancellation has the meaning given in clause 8;



SIL Supports means the bundle of supports described in the NDIS Pricing Arrangements as “Assistance in Shared Living Arrangements – Supported Independent Living Supports”;

Services means assistance, care, Consumables and services provided by us to you as itemised in your Service Agreement;

Telehealth means the delivery of services to you through technologies such as video conferencing, mobile phone applications, and other online platforms;

Transition of Care Policy and Procedure means the policy and process relating to the transition of NDIS participants into and out of our services. You can request a copy of these documents at any time.

Interpretation

In your Service Agreement, unless the context otherwise requires:

- a word or expression defined in the NDIS Act has the same meaning in your Service Agreement;
- clause and subclause headings are for reference purposes only;
- a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
- references to the parties, background, parts, clauses, schedules and annexures are references to the parties, background, parts, clauses, schedules and annexures to this Service Agreement;
- the expression “your Service Agreement” includes the agreement, arrangement, understanding or transaction recorded in document;
- references to a party to your Service Agreement include that party’s executors, administrators, substitutes, successors and permitted assigns;
- a reference to a group of people is a reference to all of them collectively and to each of them individually;
- a reference to any statute or to any statutory provision includes any amendment, re-enactment or consolidation of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it.



Schedule 3 - Schedule of Fees

Occupational Therapy and Speech Pathology - Applicable NDIS hourly rate

- (a) All Occupational Therapy and Speech Pathology services are billed using the standard NDIS hourly rate of \$193.99.
- (b) The prices for your services are set out below:

Appointment type	Face-to-face time	Preparation & planning	Case notes	Total billed time	Total fee
30 minute session **Please note this consult length is only available for sessions in clinic locations	30 minutes	7.5 minutes	7.5 minutes	45 minutes	\$145.49
45 minute session **Please note this consult length is only available for sessions in clinic locations	45 minutes	10 minutes	10 minutes	1 hour & 5 minutes	\$210.16
1 hour session	1 hour	15 minutes	15 minutes	1 hr 30 min	\$290.99
1.5 hour session	1.5 hours	20 minutes	20 minutes	2 hr 10 min	\$420.31
2 hour session	2 hours	25 minutes	25 minutes	2 hr 50 min	\$549.64

30.2 Additional Billable Items - Occupational Therapy and Speech Pathology

- (a) Additional billable items are charges for work that supports your therapy, but may occur outside the main appointment time outlined above, or in addition to your booked session.
- (b) All additional charges are explained and discussed with you prior to charging.

Item	Cost
Additional session time or non-face-to-face supports (e.g. reports)	\$193.99 per hour
Travel Time	\$97.00 per hour (50% of the NDIS hourly rate)
Travel Kilometres	\$0.99 per kilometre travelled



Physiotherapy – Applicable NDIS hourly rate

- (i) All Physiotherapy services are billed using the standard NDIS hourly rate of \$183.99.
- (ii) The prices for your services are set out below:

Appointment type	Face-to-face time	Preparation & planning	Case notes	Total billed time	Total fee
30 minute consultation **Please note this consult length is only available for sessions in clinic locations	30 minutes	7.5 minutes	7.5 minutes	45 minutes	\$137.99
45 minute consultation **Please note this consult length is only available for sessions in clinic locations	45 minutes	10 minutes	10 minutes	1 hour & 5 minutes	\$199.32
1 hour session	1 hour	15 minutes	15 minutes	1 hr 30 min	\$276.00
1.5 hour session	1.5 hours	20 minutes	20 minutes	2 hr 10 min	\$398.64
2 hour session	2 hours	25 minutes	25 minutes	2 hr 50 min	\$521.30

30.3 Additional Billable Items – Physiotherapy

- (i) Additional billable items are charges for work that supports your therapy, but may occur outside the main appointment time outlined above, or in addition to your booked session.
- (ii) All additional charges are explained and discussed with you prior to charging.

Item	Cost
Additional session time or non-face-to-face supports (e.g. reports)	\$183.99 per hour
Travel Time	\$92.00 per hour (50% of the NDIS hourly rate)
Travel Kilometres	\$0.99 per kilometre travelled



Schedule 4 – Minimum Notice Period for Changes

Type of Change	Minimum Notice Period
To comply with changes in policy, practices or associated legislation, regulations and rules	10 working days or shorter as required by law if the change is not adverse to the Client
Changes to pricing of existing services	20 working days or shorter if the change is not adverse to the Client
Introduction of any new charges	20 working days or shorter if the change is not adverse to the Client
Permanent changes to agreed services outlined in the Service Agreement due to a material change in Client circumstances	20 working days or shorter if the change is not adverse to the Client
Permanent changes to agreed services outlined in the Service Agreement as a result of such services no longer being offered by Superyou Therapy	40 working days or shorter if the change is not adverse to the Client
Changes of an administrative nature or which we make in order to fix an error, inconsistency or omission	20 working days or shorter as required by law if the change is not adverse to the Client
Any other change which we reasonably consider will not be adverse to you	No later than the date the change takes effect