

NDIS Service Agreement

Terms and Conditions



Service Provider	Williams Occupational Therapy – Driver Assessment and Rehab
NDIS Compliance	This agreement is made according to the rules and the goals of the National Disability Insurance Scheme (NDIS)
Alignment with NDIS goals	<p>The Participant and the service provider agree that this Agreement is in line with the main ideas of the NDIS. These ideas include things like having more choices, achieving your goals and taking part in the community.</p> <p>Please attach a copy of the participant's NDIS Plan to this Agreement.</p> <p>Note: you don't have to include your NDIS Plan if you don't want to.</p>
NDIA Price Guide	<p>NDIS Hourly Rate is governed by the NDIA Price Guide. Please refer to the NDIS website for the current NDIS Price Guide and Information via the link below:</p> <p>https://www.ndis.gov.au/providers/pricing-arrangements</p> <p>All prices supplied in our quotes and service agreements are subject to change as governed by the NDIA.</p> <p>Any changes to NDIA hourly rates may impact on service provisions and any changes will be discussed between Service Provider and Participant.</p> <p>Please be aware that all services provided by the occupational therapist will be charged according to NDIS price guidelines. This will include any occupational therapist and/or driving instructor follow-up phone calls, emails or letters with the participant and relevant stakeholders, i.e. support coordinators, NDIS, etc.</p> <p><u>In the event that the participant does not have sufficient NDIS funding or the NDIA reject payment of our invoices, the responsibility to pay the invoice/s will fall to the participant.</u></p> <p>Our service agreements are valid until a reasonable outcome has been achieved for the participant, or there is an exhaustion of funds outlined in the service agreement, or if there is a NDIS price change.</p>



Please note that services may overlap plan end/start dates in order to provide a continuity of care.

GST is Not Applicable - "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 participants NDIS Plan currently in effect under section 37 of the NDIS Act."

Travel Fee

The NDIA uses the Modified Monash Model (MMM) to determine regional, remote and very remote areas using a scale based on population size and locality (see Table below).

Description	NDIA Zone	MMM	Inclusion
Metropolitan	MMM 1	1	All areas categorised as Major Cities of Australia.
Regional Centres	MMM 2-3	2	Areas categorised as Inner Regional Australia or Outer Regional Australia that are in, or within 20km road distance, of a town with population >50,000.
		3	Areas categorised as Inner Regional Australia or Outer Regional Australia that are not in MM 2 and are in, or within 15km road distance, of a town with population between 15,000 and 50,000.
Regional Areas	MMM 4-5	4	Areas categorised as Inner Regional Australia or Outer Regional Australia that are not in MM 2 or MM 3, and are in, or within 10km road distance, of a town with population between 5,000 and 15,000.
		5	All other areas in Inner Regional Australia or Outer Regional Australia.
Remote	MMM 6	6	All areas categorised Remote Australia that are not on a populated island that is separated from the mainland and is more than 5km offshore.
Very Remote	MMM 7	7	All other areas – that being Very Remote Australia and areas on a populated island that is separated from the mainland in the ABS geography and is more than 5km offshore.

Providers are only able to charge a maximum of 30 minutes of travel to a participant within a MMM1 - MMM3 metro area, or 60 minutes to a MMM4 or MMM5 regional area. Travel to MMM6 and MMM7 area's NDIS guidelines allow providers to negotiate a travel fee with the participant. NDIS OT Travel charge is set at \$193.99 p/h.

Please note that a separate charge for non-labour costs, in addition to the cost of a worker's time, when travelling to deliver Face-to-Face supports to a participant (such as road tolls, parking fees and the running costs of the vehicle), they may negotiate with the participant for them to make a reasonable contribution towards these costs. The NDIA considers that the following would be reasonable contributions:

- For a vehicle owned by the provider or the worker, up to \$0.97 a kilometre; and
- For other forms of transport or associated costs, such as road tolls, parking, public transport fares, up to the full amount.

This obviously has an impact on our ability to provide our services for participants to undertake driving rehab assessments and lessons within their local area. If the participant's residence does not fall within a 30-minute radius of Mile End or 60-minute radius of Mile End (for regional



	<p>participants) we can only offer to arrange to meet the participant at our rooms at Mile End.</p> <p>Williams OT Driver Assessment and Rehab are prepared to negotiate travel outside these NDIS travel guidelines for participants in a MMM1-5 location and who cannot attend our rooms in Mile End. The provider must have the agreement of the participant in advance (that is, the Agreement between the participant and provider should specify the travel costs that can be claimed and has been negotiated in ones NDIS plan). However, please be aware, there may be an out-of-pocket cost invoiced directly to the participant, at a rate of \$193.99 per hour for OT and \$130.00 per hour for specialised MDI.</p> <p>Where travel is provided for services to more than one participant in a 'region', then it is reasonable for a provider to apportion all the travel time (including the return journey where applicable) between the participants who received support from the provider. This apportionment will be agreed with each participant in advance as part of the service agreement.</p> <p>Williams OT Driver Assessment and Rehab can provide a travel quote at the participants request.</p> <p>PLEASE NOTE: The NDIA may not cover the cost of travel outside these guidelines and therefore, the participant will be required to cover any associated travel fees outside these guidelines. Alternatively, we have rooms at Mile End if the participant wishes to arrange to meet us there to avoid any additional travel fees.</p>
<p>Driving instruction for assessment and Specialised Driving Instruction (as Required)</p>	<p>The National Disability Insurance Scheme (NDIS) Pricing Arrangements (available at https://www.ndis.gov.au/media/6228/download?attachment) stipulate specific requirements pertaining to Specialised Driving Instruction. This instruction must be initiated based on a comprehensive assessment conducted by a qualified occupational therapist. This evaluation serves as the foundation for devising a tailored driving plan. It's imperative to note that specialised driving instruction operates solely on a quote-only basis and necessitates prior approval from the NDIS before implementation. However, in order to complete an occupational therapy driver assessment, a fee for driving instructor services is applicable for the assessment process, separate to specialised driving instruction as outlined in the price arrangements. This requirement is in line with the 2018 Australian Competency Standards for Occupational Therapy Driver Assessors (1).</p> <p>For learner drivers with limited prior driving experience, Williams Occupational Therapy policy suggests a minimum of 3 hours of driving instruction as part of the assessment process. This intensive approach is aimed at assessing the individual's learning capabilities effectively. Notably, these instructional fees will be incorporated as part of the comprehensive occupational therapy assessment process and will be billed under Occupational Therapy intervention requirements. References for these policies are available as per relevant NDIS</p>



	<p>documentation and the 2018 Driver Trained Occupational Therapy Practice Standards.</p> <ol style="list-style-type: none"> 1. Fields, S. M., Unsworth, C. A., & Harreveld, R. E. (2018). Australian Competency Standards for Occupational Therapy Driver Assessors. Melbourne, Victoria: Occupational Therapy Australia 2. National Disability Insurance Agency (2023) National Disability Insurance Scheme Pricing Arrangements and Price Limits, 2023-24, Pricing Arrangements valid from 1 July 2023 Version: 1.1 ndis.gov.au
<p>Payment pathway</p>	<p>Service Provider will invoice as follows:</p> <ul style="list-style-type: none"> • Self-Managed Participants – Participant • Plan Managed Participants – Plan Manager • Agency Managed Participants – NDIA portal <p>The invoice will be settled via electronic bank transfer within 30 days of completion of services.</p> <p>Contact: Brad Williams or Kelly Cece on (08) 8166 0767.</p>
<p>Participants responsibilities</p>	<p>It is the responsibility of the participant to negotiate funds to cover services with their support coordinators, and plan managers and Local Area Coordinators as applicable.</p> <p>It is the responsibility of the participant to explain the type of support/services you want/need.</p> <p>Each participant's right to access an advocate (including an independent advocate) of their choosing is supported, as is their right to have an advocate present.</p> <p>Informing Service Provider if you have a problem or if you wish to end the Agreement.</p> <p>Informing Service Provider of any changes to your NDIS Plan.</p> <p>Contacting the Service Provider greater than 2 full business days (Adelaide Metro) or 7 days (Remote/Very Remote & Interstate) prior to cancellation of the appointment.</p> <p>Agree that information about your disability can be shared with your key stakeholders, including the medical team, plan managers, and government agencies.</p> <p>If you undertake a driver assessment or rehabilitation program and you are the driver, you agree to pay any related infringement fines or vehicle excess costs in the case of an accident.</p>



	Agree to Williams OT to use your contact details for future correspondence.
Service Provider	<p>Provision of Occupational Therapy and specialised driver training services as required as specified under "Support Provided".</p> <p>Complying with confidentiality and privacy of information provided by the participant.</p> <p>Ensuring clear communication and collaborative relationships.</p>
Cancellation Policy For Occupational Therapy Services	<p>Where participants make short-notice cancellations for OT services of less than two (2) full business days (Adelaide Metro), or seven (7) days (Remote/Very Remote & Interstate) prior to the appointment, Williams Occupational Therapy will charge a cancellation fee of 100% of the agreed price for the cancelled appointment including any travel fees or agreed additional fees.</p> <p>This includes fail to attend the scheduled appointment and cancellations on the day of the appointment.</p>
Cancellation Policy For Motor Driving Instructor (MDI) Specialised Motor Driving Lessons	<p>Where participants make short-notice cancellations for Specialised Motor Driving Instructor (MDI) services of less than two (2) full business days (Adelaide Metro), or seven (7) days (Remote/Very Remote & Interstate) prior to the appointment, Williams Occupational Therapy will charge a cancellation fee of 100% of the agreed price for the cancelled appointment including any travel fees or agreed additional fees.</p> <p>This includes fail to attend the scheduled appointment and cancellations on the day of the appointment.</p> <p>If a participant cancels within the time frames outlined above and the participant has produced a sick certificate, cancellation fees may be waived on up to three occasions only, in any one service agreement. All fees for cancellations, including those with produced sick certificates, are to be enforced under the discretion of the provider.</p> <p>PLEASE NOTE: The NDIA <u>may not</u> cover the cost of a cancellation fee for Specialised Motor Driving Rehab Lessons and therefore, the participant will be required to cover any associated cancellation fees incurred.</p>
How to make changes	<p>Any changes will be discussed between Service Provider and Participant and written into the Agreement.</p> <p>Changes will be signed off by both Participant and Service Provider</p>
Ceasing Agreement	14 days' notice will be provided to either party to cease the Agreement.



<p>Problem pathway</p>	<p>Any problems can be referred to the Service Provider:</p> <p>Contact person –Brad Williams or Kelly Cece – (08) 8166 0767.</p> <p>If you don't have success getting your problem resolved, you can contact the NDIA using the complaint pathway. Ph. 1800 800 110</p> <p>Website: ndis.gov.au</p>
<p>Disclaimer</p>	<p>We reserve the right to change, modify, add, or remove portions of these terms at any time. Please check these terms regularly to ensure you are aware of any changes, they can be found on our website https://www.williamsot.com. We will endeavour to highlight any significant or substantive changes to you where possible. If you sign and return our NDIS Service Agreement, we will regard that as conclusive evidence of your agreement and acceptance that these terms govern your and Williams OT's rights and obligations to each other.</p>

