



# Service Agreement Terms and Conditions

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## 1. Company Details

- 1.1. Legal Name: Vita Felix Group Pty Ltd
- 1.2. Trading Name: Allora Options
- 1.3. ABN: 81 656 727 534
- 1.4. ACN: 656 727 534

## 2. Our Responsibilities:

- 2.1. Act with integrity and honesty
- 2.2. Review your support regularly
- 2.3. Communicate with you and all stakeholders, open and honestly
- 2.4. Treat you with respect and dignity
- 2.5. Discuss with you and other relevant stakeholders how your supports are to be provided
- 2.6. Work with other people in your team
- 2.7. Provide information on how you can make a complaint
- 2.8. Provide you as much notice as possible
- 2.9. Provide you with a minimum of (2 weeks) if we need to end this service agreement or make changes.
- 2.10. Respect your privacy and confidentiality
- 2.11. Maintain all necessary qualifications, licences, checks and balances
- 2.12. Maintain appropriate insurance, including public liability and professional indemnity insurance
- 2.13. Provide support in a manner which is consistent with the disability services standards
- 2.14. Uphold the NDIS code of conduct
- 2.15. Issue invoices and statements of support delivered
- 2.16. Ensure we do not share your personal information without consent unless we are required to be law.
- 2.17. Respond promptly to your inquiries and requests: Ensure timely responses to any questions or concerns you may have.

- 2.18. **Ensure all staff are trained and competent:** Ensure all team members are appropriately trained and have the necessary skills to provide the supports outlined in this agreement.
- 2.19. **Monitor and manage quality of service:** Regularly monitor, review, and manage the quality of the services provided to ensure they meet your needs and expectations.
- 2.20. **Provide accessible communication:** Ensure all communications are in a format that is accessible and understandable to you.
- 2.21. **Support your independence and decision-making:** Support you in making decisions about your supports and in achieving your goals to promote your independence.
- 2.22. **Assist with emergency planning:** Work with you to develop and review an emergency plan tailored to your needs.
- 2.23. **Facilitate smooth transitions:** Ensure a smooth transition if there is a change in service providers or support staff, minimising any disruption to your support.
- 2.24. **Maintain accurate and up-to-date records:** Keep detailed and accurate records of the supports provided and any changes to your support plan.
- 2.25. **Promote your rights and advocacy:** Support and inform you of your rights and assist you in accessing advocacy services if needed.

### **3. Your Responsibilities:**

- 3.1. Provide accurate and complete information to ensure that you receive a good service that is delivered to meet your needs
- 3.2. Allow health and safety checks of your home to ensure there are no hazards or risks that may harm you or a staff member, ensuring a safe working environment
- 3.3. Treat staff with courtesy and respect.
- 3.4. Inform us if you have any complaints or concerns about the support being provided.
- 3.5. Provide us with feedback on the services you receive so we can continually improve and deliver a better service to you.
- 3.6. Do not give out personal information about yourself that is not necessary (e.g., bank account details, account PINs etc.) to ensure your own protection and the protection of us.
- 3.7. Advise us with no less than two clear business days' notice if you cannot make a scheduled service visit or want to reschedule a scheduled service visit, for

support. If the notice is not given, we reserve the right to charge a cancellation fee which may be for the entire duration of support.

- 3.8. Agree for us to change the price of our services, in line with the NDIS price guide.
- 3.9. Give us the required notice (2 weeks) in writing if you need to end the Service.
- 3.10. Not perform any immoral or illegal activity whilst we are providing services
- 3.11. Develop and maintain a positive and professional working relationship with us
- 3.12. Only request services that are part of the funding arrangement.
- 3.13. Pay invoices within seven (7) days of receipt.
- 3.14. Understand that at times we may be required to share your information by law
- 3.15. Understand that Allora Options will charge for travel as per the NDIS Price guide. This includes for KMs driven as set out in the NDIS Price Guide.
- 3.16. Maintain up-to-date contact information: Ensure that your contact information is current and inform us promptly of any changes.
- 3.17. Participate in planning and review meetings: Engage in regular planning and review meetings to ensure your supports remain appropriate and effective.
- 3.18. Respect the privacy and confidentiality of staff: Treat the personal information of staff members with the same respect and confidentiality that you expect for your own.
- 3.19. Adhere to agreed schedules and routines: Follow the agreed schedules and routines to ensure consistency in the support provided.
- 3.20. Inform us of any changes in your health or circumstances: Notify us promptly of any significant changes in your health, living situation, or other circumstances that may affect the support you receive.
- 3.21. Ensure a safe environment for service delivery: Keep your environment safe and free from hazards to facilitate the safe delivery of services.
- 3.22. Cooperate with incident investigations: Cooperate with any investigations into incidents or accidents to help improve safety and service quality.
- 3.23. Provide necessary documentation: Provide any required documentation or evidence to support the services you receive, such as medical reports or NDIS plans.
- 3.24. Respect the service agreement terms: Adhere to the terms outlined in this service agreement to ensure a positive and effective partnership.
- 3.25. Actively work towards your goals: Engage actively in the services provided to work towards achieving your personal goals and outcomes.

- 3.26. Inform us of any external supports or services you receive: Let us know if you are receiving support from other providers to ensure coordination and avoid duplication of services.
- 3.27. Understand and comply with the NDIS guidelines: Familiarise yourself with and adhere to the guidelines and requirements set forth by the NDIS.
- 3.28. Do not ask us to engage in any illegal activities or actions, including overestimating your support needs.
- 3.29. Do not overestimate your support needs or request services beyond what is necessary or funded.
- 3.30. Understand that we are not a crisis response service, and there cannot be an expectation for our team to be available after hours or on non-general working days.

#### **4. Perpetual Service Agreement:**

- 4.1. Participants, plan nominees, guardians and parents will not have to re-sign service agreements in the event of a new plan. Allora Options has a perpetual service agreement, meaning when there is a new plan date, plan roll over and/or plan review, participants and/or their representatives will not need to re-sign a service agreement. Should you wish to seize services with Allora Options, please refer to, section 9 of this agreement
- 4.2. If there are changes to the terms of this agreement, please refer to, section 7 of this agreement.
- 4.3. The exception to this is, should either party wish to end services at the end date of the retrospective NDIS Plan, they will be able to with no notice.

#### **5. Services Delivered / Pricing / Payments / Schedule:**

- 5.1. Whilst our agreement date is stipulated on the document, our service start date will be the day we finalise our initial interview / assessment. This is generally conducted as an FBAI interview or a similar format.
- 5.2. Allora Options will only provide the services quoted in the service agreement. If additional services are requested an addendum will be completed to the service agreement.
- 5.3. Allora Options delivers services through a billable hour model.
- 5.4. Allora Options claims for all services listed in the NDIS price guide at the maximum pricing limit including:

- i. Provider Travel.
  - ii. Provider Non-Labour Travel costs.
  - iii. NDIA Requested Reports.
  - iv. Communication in conjunction with service delivery.
  - v. All other items that may be claimed through the NDIS price guide in line with the services we have been contracted to provide.
- 5.5. For current costs and limits please view the NDIS Price Guide ([click here](#)). The prices in this service agreement are subject to immediate change and will change in the event of price increases within the National NDIS Price Guide. ([Click here](#)) for information about the current charges NDIS providers are able to charge.
- 5.6. Allora's current payment schedule is as follows:
- i. 5-minute increments for all billable hours, with a minimum of 5-minutes billed for all items.
  - ii. Travel costs as stated in the NDIS Price Guide ([click here](#)).
  - iii. Non-Labour travel costs as stated in the NDIS Price Guide ([click here](#)).
- 5.7. No services will be conducted outside of funding under any circumstances. Under no circumstances will the NDIS participant, family, guardian and/or other relevant stakeholder expect Allora Options personnel to provide services outside of the allocated funding.
- 5.8. Allora Options in some circumstances may utilise Artificial Intelligence to assist with our Service Provision.
- 5.9. If your funding is 'Self-managed' and/or non-NDIS Funding:
- i. We will provide you with an invoice for the support undertaken.
  - ii. All invoices must be paid within 7 days of receiving that invoice.
  - iii. You are solely responsible for making a Payment Request to receive the funds under your NDIS Plan/NDIS Budget and then pay this to us within 7 days; and
  - iv. We reserve the right to reduce the Supports or stop providing the Supports to you if payment is not in accordance with this Agreement and we may refer you to a collection agency.
- 5.10. If your funding is 'Plan-managed':
- i. If you are plan-managed, we will send invoices to your Plan Manager for payment for the support undertaken.

- ii. All invoices must be paid within 7 days of the plan manager receiving that invoice.
  - iii. You and your plan manager are solely responsible for making a Payment Request to receive the funds under your NDIS Plan/NDIS Budget and then pay this to us within 7 days; and
  - iv. We reserve the right to reduce the Supports or stop providing the Supports to you if payment is not in accordance with this Agreement and we may refer you to a collection agency.
- 5.11 If your funding is 'NDIA Managed / PACE':
- i. If your funds are NDIA-managed, we create a Service Booking in the NDIS Portal in accordance with this agreement, then make subsequent payment requests after providing Support.
  - ii. If your funding is PACE, you, your plan nominee or authorised person is responsible for endorsing Vita Felix Group Pty Ltd as a provider you are utilising.
- 5.12. Payments is due after the delivery of support.
- 5.13. The consumer or representative will pay the invoice by bank transfer if your funding is self, or plan managed. We do not accept cash or cheque under any circumstances.
- 5.14 Goods and Services Tax (GST):
- i. If the services being provided are deemed GST-free as per the rules and regulations set out by the Australian Tax Office (ATO) (Click here for information), Allora Options will not add GST to the invoice.
  - ii. If services are being provided and the funding is not deemed a GST-free service (i.e., DSOA, AGED Care, DCP, Private, ENU funding sources) Allora Options will add GST to the invoice to ensure they are compliant under the ATOs rules and regulations unless otherwise advised by Allora's Accounting Team.

## **6. Cancellations:**

- 6.1. Generally, Allora Options does not charge for cancellations. However should the participant cancel face-to-face services, and an Allora Options staff member has travelled, we will charge for the travel (including non-labour costs) and for the exact time spent at the participant's home.
- 6.2. Should the participant, guardian and general stakeholders cancel services repeatedly, Allora Options does reserve the right to charge a cancellation fee as set out in the NDIS Price Guide (Click here).



## **7. Changes to Agreement:**

- 7.1. If there are changes to support requirements, this agreement can be changed immediately, if negotiated by all parties.
- 7.2. Allora Options may make changes to this service agreement including the terms. All changes will be given in writing, and participants and their representatives will be given (2 weeks) to respond and query any changes.
- 7.3. If there has been an original service agreement completed, and signed there will be no need for participants to resign this service agreement. A copy of the previously signed service agreement will be attached to this agreement, and the new terms will come into effect immediately.

## **8. Disaster Management:**

- 8.1. Allora Options has a comprehensive disaster and emergency management plan that can be viewed on our website ([click here](#)). In the event, we are unable to provide services due to a pandemic, disaster or unforeseen circumstance there are instructions on what we will do as well as actions participants and their representatives can take to ensure continuity of services.
- 8.2. In the worst-case scenario, Allora Options has developed strategic partnerships with other organisations whose details are within our disaster management plan. These organisations will be able to provide services to the participant in the event Allora Options cannot fulfil their service agreement.

## **9. Agreement Termination:**

- 9.1. Either party can cancel this agreement without notice when there is a breach. If there are no breaches, either party can cancel this agreement (2 weeks' notice). No reason needs to be given from either party for their rationale to cancel this agreement.
- 9.2. Should either party wish to end services at the end date of the retrospective NDIS Plan, they will be able to with no notice.
- 9.3. If payment is consistently made late or not made, we reserve the right to pause services until payment is made or seize services immediately without notice. See section 5 for our payment terms.

## **10. Damages (Liability/Indemnity):**

- 10.1. We will not assume liability for loss or damage that is not within our control or outside the scope of scheduled supports i.e., if the participant were to damage something whilst we were present, we would not be liable for these costs.

- 10.2. The Participant/Participant's Representative must indemnify and hold the Provider harmless from and against all claims and losses arising from loss, damage, expense, liability, or injury to the Participant, by reason of or arising out of the services supplied to the Participant by the provider within or outside of the scope of this Agreement.

## **11. Post-Exit Feedback and Complaints:**

- 11.1. After receiving services from us, we encourage you to provide us feedback on the services received and the reasons behind the service ending. Feedback provided will be used for continuous improvement. ([Click here](#)) to provide us with feedback.
- 11.2. We thank you in advance for your valuable contribution to improving the services we provide to all NDIS participants and their representatives.
- 11.3 Encouragement of Communication:
- i. We believe in building a community where all National Disability Insurance Scheme (NDIS) participants and their representatives feel empowered and comfortable expressing their thoughts and experiences regarding our services. Your views matter to us, and we encourage you to share your feedback, whether they are complaints, compliments, or general observations.
- 11.4 Safety and Respect:
- i. Your safety and well-being are our utmost priority. We assure you that there will be no negative impact on the services you receive or your relationship with us when you express your views. You can expect to be treated with respect, dignity, and understanding at all times, without fear of retaliation, retribution, or any form of discrimination.
- 11.5 Feedback:
- i. Your feedback helps us to improve the quality of our services and ensure that they align with your needs and expectations. We encourage you to submit any comments or suggestions you may have, and we will take all feedback into serious consideration as part of our ongoing efforts to improve.
  - ii. You can provide feedback directly on our website ([click here](#)) or by emailing [admin@alloraoptions.com.au](mailto:admin@alloraoptions.com.au).
  - iii. You can provide feedback directly to the allocated practitioner.
  - iv. You can provide feedback to the relevant clinical lead or clinical services manager.

#### 11.6 Complaints:

- i. We understand that there may be instances where our services may not meet your expectations. If you have a complaint, we urge you to inform us as soon as possible so that we can take immediate action to rectify the issue. We are committed to conducting a fair and thorough investigation into all complaints and ensuring that we learn from any mistakes to prevent them from reoccurring.
- ii. You can make a complaint directly on our website ([click here](#)) or by emailing [admin@alloraoptions.com.au](mailto:admin@alloraoptions.com.au).
- iii. You can make a complaint directly to the allocated practitioner.
- iv. You can make a complaint directly to the relevant clinical lead or clinical services manager.
- v. You can make a complaint directly to the CEO.
- vi. You can make a complaint directly to the NDIS Quality and Safeguards Commission by phoning 1800 035 544 or by visiting their website ([click here](#)).
- vii. For assistance in making a complaint, you can contact Disability Advocacy SA by phoning (08) 7122 6030 or by visiting their website ([click here](#))
- viii. For assistance in making a complaint, you can contact Independent Advocacy by phoning (08) 8232 6200 or by visiting their website ([click here](#))

#### 11.7 Compliments:

- i. Positive feedback is equally important as it reinforces the standards of services that we aim to provide and also boosts the morale of our staff. We appreciate all compliments and assure you that they will be shared with the concerned staff and teams.
- ii. You can give a compliment directly on our website ([click here](#)) or by emailing [admin@alloraoptions.com.au](mailto:admin@alloraoptions.com.au).
- iii. You can give a compliment directly to the allocated practitioner.
- iv. You can give a compliment directly to the relevant clinical lead or clinical services manager.

#### 11.8 Confidentiality:

- i. All feedback, complaints, and compliments will be handled confidentially and in accordance with our privacy policy, unless we are required by law to disclose certain information.

11.9 Accessibility:

- i. We aim to make the process of submitting feedback, complaints, and compliments as easy and accessible as possible. You can submit your feedback via our website, email, telephone, or in person. We also have accessible options for people with specific communication needs.

11.10 Responsiveness:

- i. We are dedicated to providing timely responses to all feedback, complaints, and compliments received. We will acknowledge receipt of your communication as soon as practical and aim to resolve any complaints in a timely manner, providing you with regular updates during this process. If you have not received a response to your complaint within 2 business days please reach out to [admin@alloraoptions.com.au](mailto:admin@alloraoptions.com.au)

11.11 Continuous Improvement:

- i. Your feedback is invaluable to our continuous improvement. By sharing your experiences, both positive and negative, you contribute to our ongoing commitment to providing high-quality services that meet your needs and expectations.

## 12. Easy Read / Participant Toolbox:

- 12.1. Please visit our website for all easy-read material, including policies and procedures, service agreements and the participant pack ([click here](#))

## 13. Acceptance of Terms:

- 13.1. By signing this agreement, you (or your Parent/Guardian/Nominee as applicable) agree to:
  - i. Immediately notify us if the NDIS Plan is replaced by a new plan or you stop being a participant in the NDIS.
  - ii. Communicate with us in an open, honest, and timely manner, including notifying us of any changes to your personal circumstances which may impact the way that we provide support to you;
  - iii. Respect the rights and safety of our employees and contractors, including ensuring the workspace is tidy, providing a smoke-free workspace and controlling or restraining pets;
  - iv. Monitor spending against your NDIS Budget to ensure there are sufficient funds to pay for the agreed Supports provided; and
  - v. Pay the Support Fee where your NDIS Budget does not cover all or part of the Support Fee if you agreed for us to provide services prior.
  - vi. Share information with relevant stakeholders in line with the consent to share information section within the service agreement.

- 13.2. By signing this agreement, you or your Parent/Guardian/Nominee (as applicable) acknowledge and understand that:
- i. You are responsible for paying the Support Fee if the Support Fee is not covered by your NDIS Plan.
  - ii. We may increase the Support Fee from time to time in line with the National NDIS price guide.
  - iii. Abusive or inappropriate behaviour towards staff is not tolerated and may result in the cancellation of your appointments.
  - iv. All terms in this agreement

**14. Revisions:**

- i. July 2023 – Nick Kakoliris*
- ii. August 2024 – Shannen Bayley*
- iii. October 2024- Shannen Bayley*