

OAPL NDIS Participant Service Agreement

Thank you for choosing OAPL as the provider of your assistive technology (AT).
This service agreement is between:

Participant: (you) **NDIS no:**

AND

Provider: Orthopaedic Appliances Pty Ltd (OAPL) **Clinician name:**

Orthotist/Prosthetist

This Service Agreement will commence on / / for provision of an NDIS Assessment & Quote to be
supplied to the NDIA. This agreement will expire on / / as agreed by the participant and Provider.

Assistive Technology at OAPL

OAPL provides clinical orthotic and prosthetic services to NDIS participants who require orthoses (braces, splints) or prostheses (artificial limbs) to achieve their plan goals. The NDIS calls these supports Assistive Technology (AT).

OAPL clinicians consult from purpose-built facilities and provide outreach services to further improve our service provision to participants around the country.

Cost and Description of Services to be provided

A description of services OAPL will provide is listed below. A formal quote will be provided to you on request and sent to your relevant funder or plan manager. The price stated will be inclusive of all clinical, technical and administrative time, materials required to manufacture your AT, and a reasonable number of follow-up appointments to monitor your progress and/or the wear and tear of the AT (as determined by OAPL).

All costs outlined within the AT request are based on the NDIS price guide at time of preparation of this service agreement. OAPL reserves the right to adjust prices during the agreed service period in line with NDIS price changes by giving you at least 14 days' prior notice in writing. If you do not agree to the change in fees then you may cancel this agreement with 7 days' notice in writing.

Payment for Assistive Technology

It is your responsibility to ensure adequate funding remains available in your current plan. If adequate funding is no longer available, you must notify OAPL immediately and you will be responsible for finalising payment for services already delivered by OAPL under this service agreement. Payment is made in a number of ways depending on how your plan funds are managed.

At OAPL's request you will be required to make part payment of up to 90% of the value at the commencement of casting, fabricating or order of a custom device / specialised componentry.

If your funding is agency-managed, the agency-managed funder is to create the service booking for your AT on the NDIS portal. From time to time and as reasonably necessary, OAPL will create payment requests during the manufacture of your AT. Where appropriate and as agreed, OAPL will liaise with you or the NDIA to create service bookings via the portal relevant to the services.

If your funding is plan-managed, prior financial approval is required by your plan-manager. OAPL will issue an invoice to the plan manager who will arrange payment on your behalf. OAPL requires your plan-manager to pay any invoice relating to your service in full prior to the final fitting or supply of goods. In the instance of a default on payment by your third party funder, you are liable to pay for the invoice.

If your funding is self-managed, OAPL will issue an invoice directly to you for your payment. OAPL requires that you pay a minimum deposit of 50% and up to 100% of the price of the AT at the commencement of casting or fabricating of a custom device. OAPL requires full payment of any outstanding invoices relating to your services on the day of or prior to final fitting or supply of goods.

Upon signing this agreement, you authorist OAPL to access any Mid Cost AT Funding in your plan up to the value of \$15,000 for orthoses.

Unless otherwise agreed, invoices are due to be paid within 14 days of issue. OAPL reserves the right to charge you interest on outstanding amounts owing by you to OAPL under this service agreement at the rate prescribed by the Penalty Interest Rates Act 1983 (Vic) from time to time and any costs OAPL may incur in recovering those outstanding amounts.

Participant Responsibilities

Under this service agreement, you agree to:

- communicate with their clinician about the AT that you would like to receive;
- treat OAPL staff with respect in person, on the telephone and via email;
- provide up-to-date contact information to OAPL;
- maintain your AT in good working order as directed by OAPL and your clinician, which includes (but not limited to) keeping it clean and not altering or damaging it in any way (except for fair wear and tear);
- provide payment for AT provided under this agreement. If you cancel the service agreement before the end of the service booking, you agree to pay for services provided up to the point of cancellation taking effect.
- Communicate any issues or concerns you have with your clinician
- Let OAPL know immediately if your plan is suspended or replaced by another NDIS plan or you stop being a participant.

Cancellations:

You must attend all appointments at the agreed times. You must give at least 2 business days' notice (by email or telephone) to OAPL if you need to change or cancel an appointment.

For agency-managed or plan-funded services where you give OAPL a Short Notice Cancellation (or no show), OAPL can claim up to 100% of the agreed fee associated with the activity from your plan, subject to the NDIS Pricing Arrangements and Price Limits and the terms of this service agreement.

Where the plan is self-managed, where you give OAPL a Short Notice Cancellation (or no show), OAPL will charge you a cancellation fee in line with the NDIS price guide. The cancellation fee shall be 100% of the hourly rate for prosthetists and orthotists as set out in this agreement. You acknowledge that without proper notice of change or cancellation of appointments, OAPL is not able to re-book the missed appointment and as such the cancellation fee is a reasonable estimate of OAPL's loss.

A cancellation is a Short Notice Cancellation if you;

- have provided less than two (2) clear business days' notice of cancellation of a support or cancellation or change of appointment; or
- do not attend a scheduled support within a reasonable time, or are not present at the agreed place within a reasonable time when the provider is travelling to deliver the support.

OAPL Responsibilities

Under this service agreement, OAPL agrees to:

- Obey all rules, laws and codes of conduct that apply to being a registered NDIS provider.
- treat you and your advocate/s with kindness and respect;
- recognise your right to have an advocate present for all assessments, meetings and include them in all communication between you, your family and OAPL. If you require an advocate, the following weblink will assist you: <https://www.ndiscommission.gov.au/participants/how-advocate-can-help-you>
- explain things clearly
- provide your AT in a timely manner, following funding approval;
- provide you with a copy of your AT assessment, quotation and service agreement;
- share only the information necessary to provide you with your AT
- store your information carefully and make sure it is kept private

Changing, reviewing or ending a service agreement

This service agreement can be changed with the consent of both you and OAPL in writing. Changes to the service agreement may require consultation and/or permission from your plan manager and/or your NDIS representative. This service agreement can also be cancelled by either party for any reason by giving 30 days' written notice. OAPL will provide a reason in writing if we wish to cancel the service agreement.

If OAPL cancels this service agreement we will provide you with the contact details for other orthotic and/or prosthetic AT providers for future service.

You must pay any outstanding funds owed to OAPL up to the the date of cancellation of this service agreement. You are entitled to a refund of prepayments less the actual unrecoverable expenses incurred by OAPL and amounts due to OAPL to the date of cancellation.

OAPL has a zero-tolerance policy for violence including verbal abuse. OAPL reserves the right to immediately cancel this service agreement and withdraw service provision should you or your family or representatives be physically or verbally abusive towards staff.

Changing service provider

You have the freedom to change service providers, and/or seek advice or guidance from other service providers.

Privacy and Personal Information

Participant clinical records are stored for a period of seven (7) years after last contact with OAPL.

You acknowledge and consent to the following:

- Sometimes it is necessary to share your personal details (name, some measurements, some details of your requirements) with suppliers so that we can order the best components for your AT. We will tell you when this happens. Your contact details will never be shared without your consent.
- Sometimes it helps us to provide the most appropriate AT if we can take photographs or videos of you wearing/not wearing your AT.
- Sometimes we need to talk to other health professionals, your authorised advocate, or NDIS delegates in order to provide you with appropriate AT.

If there is a particular person or agency that you do not wish us to talk to, please detail this in the consent table.

If required or authorised by law, OAPL may share your information with authorities. Your details will automatically be made available to NDIS Quality and Safeguards Commission for auditing purposes: please advise OAPL if you wish to opt out.

Further information regarding our privacy and information management policies can be requested with your clinician.

Provider Travel

OAPL Clinicians are capacity-building providers who are permitted to claim for provider travel based on the Modified Monash Model (MMM). Where an OAPL clinician is required to travel to your home or an external clinic away from the location of normal everyday business, you agree to pay the associated travel costs as per the NDIS price guide.

Note: travel services for home visits or external clinics not available at all clinics

The maximum amount of travel time to your home that is claimable is 30 minutes in MMM1-3 areas and 60 minutes in MMM4-5 areas. (Note the relevant MMM classification is the classification of the area where the support is delivered.)

In addition to this travel, OAPL clinicians are permitted to claim travel for the time spent travelling from the last participant to their usual place of work. The maximum amount of travel time that they can claim for the time spent on return travel (for each eligible worker) is 30 minutes in MMM1-3 areas and 60 minutes in MMM4-5 areas.

Where an OAPL clinician is travelling to provide services to more than one participant in a 'region' then the provider can apportion that travel time (including the return journey where applicable) between the participants.

Provider Travel - Non-Labour Costs

If an OAPL provider incurs 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), you agree to pay a contribution towards these costs in line with the NDIA price guide, which is currently \$0.99 a kilometre for a vehicle that is not modified for accessibility.

Non face-to-face supports

OAPL are entitled to claim for non face-to-face-supports in respect of the services. Non face-to-face activities are billable as a support if:

- the activities are part of delivering to you a specific disability support item (rather than a general activity such as enrolment, administration or staff rostering);
- OAPL explains the activities you, including why they represent the best use of your funds (i.e. explains the value of these activities to you);
- the proposed charges for the activities comply with the NDIS Price Guide; and
- you agree to pay for the activities (preferably in a service agreement).

Time spent on administration, such as the processing of NDIS payment claims for all clients, is outside the description of the support item and will not be claimed from your budget as a non-face-to-face support.

SUPPORTS AND DEVICES TO BE SUPPLIED UNDER THIS SERVICE AGREEMENT

- Capacity Building Hourly Rate: \$193.99/hour
- Capital Labour Hourly Rate: \$193.99/hour

Note: For self-managed participants, consultation fees are payable at time of the consultation.

Support List the name of the support	Description of support List the details of the support, including scope and volume.	Price and payment information List the price of the support (e.g. per hour / per session / per unit) and whether NDIS funding for the support is managed by the Participant, Participant's Nominee, the NDIA, or a Registered Plan Management Provider.	How the support will be provided List how, when, where, and by whom the support will be provided.
Capacity Building - Improved Daily Living	Assesment +/- Quotations - in person or via telehealth (if appropriate)	\$193.99 per hour - 3-4 hours (ORTHOTICS) or 5-6 hours (PROSTHETICS)	In person and/or to NDIA and/or delegate via email submission for approval
Capital Supports (Assistive Technology)	Prescribed and approved AT inclusive of all clinical time, component parts and manufacturing labour	As per NDIA-approved quotations or budgets	In person by Clinician, or via post where appropriate to support
CORE Supports	Consumables or "LOW Cost AT" under \$1,500	Variable price per item, plus clinical or labour time at \$193.99 per hour and postage if required	As per request/approval by participant
Capacity Building - Improved Daily Living (Reviews and maintenance)	Allocation of hours for review or participant and device/s - maintenance as required	As per quote	At scheduled reviews - as required

Consents to exchange information

You consent for OAPL staff members (clinicians or administrative staff) to exchange information with the following people or agencies

TICK	Person or agency
☐	Your Family Members and Care Givers: Includes guardians, support team and advocates.
☐	Your NDIS Contacts: Includes NDIS planner, delegate, local area co-ordinator (LAC), plan manager, support co-ordinator, etc.
☐	Your Healthcare Providers: Includes GP, specialist and other allied health professionals and therapists, etc.

Feedback, Complaints and Incident Management

OAPL values and actively seeks feedback following customer interactions. If you're not happy with the products or services provided by OAPL, please call your local contact (clinician or sales representative) for assistance. Formal complaints can also be lodged online through the [OAPL Clinical Services - General Feedback Form](#). We follow an internal escalation process to address concerns quickly.

For unresolved complaints related to NDIS services, you may wish to seek advice from the [NDIS Quality and Safeguards Commission](#) on 1800 035 544.

Emergency & Disaster Recovery Plan

OAPL have an Emergency & Disaster Recovery Plan which has contingencies for any scenario that may arise affecting inventory, telecommunications and IT platforms and staffing and the Provision of Support and Services to NDIS participants.

Statutory Warranties

OAPL's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.

For major failures with the service, you are entitled:

- to cancel your service agreement; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund of the goods and to cancel the contract for the service and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Trading Terms and Conditions

Any purchase of OAPL's products is subject to our Terms and Conditions of Trade, which can be viewed via the following link: <https://oapl.com.au/terms-conditions/>

Agreement Signatures

The parties agree to the conditions outlined in this service agreement.

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Signature of participant/guardian/advocate

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Name of participant/guardian/advocate

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Date

.....
Signature of authorised provider representative

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Orthotist/Prosthetist name

.....
Date

We require that you add OAPL as an Endorsed Provider in your own NDIS portal so that payment requests we submit are reviewed and processed efficiently by the NDIA and without delay. This will eliminate any need for the NDIS to contact you each time OAPL submits a payment claim to verify that we have provided a service to you.