

# **Our Terms Of Service**



## **Terms of Service**

Our Terms of Service detail our rights and responsibilities as a service provider, and your rights and responsibilities as a customer.

This document forms part of your agreement with Therapy Focus. Please make sure you have read, understood, and agree to this document before signing a service agreement. Failure to meet your responsibilities may result in cancellation of services.

**Please note:** Our Terms of Service are subject to change. We will notify you of any changes.

If you have any questions, please contact us on 1300 135 373.

# **Rights and Responsibilities**

What you can expect from Therapy Focus, and what we ask of you.

#### We will:

- Involve you in decisions about your life
- Make sure you have the information you need
- Ask for your feedback and work with your ideas
- Develop a therapy plan with you and the people who are important to you
- Keep a record of therapy and other supports we provide
- Help you participate in the community
- Help you achieve more independence
- Promote safe work practices and environments
- Make sure all therapists are qualified and attend regular training

- Respect your privacy and protect your personal information
- Work to always improve the quality of our services

#### You can:

- Ask to receive services when and where you need them
- · Stop receiving services when you like
- Expect therapists to be respectful and considerate
- Use a support person or advocate if you want to
- Ask for an interpreter or translator if you need one
- Ask to see your personal information, therapy plan and note
- · Give us feedback at any time

#### We ask you to:

- Be respectful of your therapy team and work together with them
- Be respectful of other people in therapy groups and activities
- Be respectful of Therapy Focus property and resources
- Share information about any health conditions you have
- Let us know if you need to change or cancel an appointment
- Work with us to meet regulatory and best practice requirements

Please note: Our therapists might refer you to other service providers for support to achieve your goals. In these cases, Therapy Focus is not responsible for the quality of products or services provided.

# **Charges**

View our current pricing and hourly rates on our website at therapyfocus.org.au/pricing. Or request a printed copy from your key contact or therapy team.

**Please note:** Our pricing is subject to change. We will notify you of any changes.

### We charge for the following activities:

- All appointments with your therapy team.
   If there is more than one therapist at an appointment, you will be charged for each therapist. We will discuss who attends appointments with you
- Talking with you in person, by phone, text message and email
- Working with the people in your life to make sure therapy happens in everyday situations
- Travel to the locations where you want to receive therapy (more info on page 6)
- Time spent preparing for your therapy sessions and appointments
- Completing assessments, including safety assessments and reviews
- · Writing safety plans as needed
- Setting goals and creating documents that help you and others view these goals
- Writing reports that show goal progress and outcomes, and recommendations for future therapy supports

- Helping you with assistive technology
- Creating resources that help you achieve your goals
- Your therapy team working together to deliver therapy and help you achieve your goals
- Writing notes after an appointment or phone call
- Writing reports required by professional bodies as part of our duty of care

#### We don't charge for the following activities:

- · Booking appointments with you
- Setting up NDIS services, including service agreements and service bookings
- · Completing invoices and payments
- Therapists or students who attend appointments for learning purposes

## **Travel**

We provide therapy in the locations where you want to receive it. This can include your home, school, workplace and in community settings.

### We charge for:

- · The kilometres travelled and
- The time it takes your therapist to travel to and from an appointment from their regular place of work

Where possible, we book appointments with other customers in your area on the same day to reduce travel costs.

You can also choose to come into one of our offices, or receive therapy online via teletherapy to reduce travel costs.

You can find an office near you by visiting therapyfocus.org.au/locations.

**Please note:** Therapists delivering specialised services may charge travel from a different office location to your usual therapy team.

## Travel in Perth and regional areas:

- The maximum we charge for travel per appointment in the Perth metropolitan area and some regional centres is 30 minutes each way.
- The maximum we charge for travel per appointment in regional areas is 60 minutes each way.

#### Travel in rural and remote areas:

- If we have an office in your area, the maximum we will charge for travel per appointment is 60 minutes each way.
- If we don't have an office in your area and it will take more than two hours for your therapist to travel to and from an appointment, we will discuss this with you and provide a quote.

Travel areas are determined by geographical classification in the Modified Monash Model.



## **Cancellations**

If you need to change or cancel an appointment, we ask that you provide two business days' notice and let us know within regular business hours.

For example, if your appointment is at 9am on a Monday, you need to let us know by 9am the Thursday before.

To cancel or change an appointment, please call our **Customer Experience Team** on **1300 135 373** during business hours. Please do not contact your therapist directly, as they may not receive your message in time.

If you miss an appointment or cancel within two business days, we will charge you the full cost of your appointment. This includes travel.

If you cancel often, we will discuss your therapy services and goals, and what help you might need to attend appointments. If we can't find a solution then we may decide to stop services until you are able to attend your appointments.

If your therapist needs to cancel an appointment we will do our best to reschedule

Please note: We require five business days' notice to cancel or change appointments where a therapist/team is travelling to a rural or remote location from a metro location.

# **Duty of Care**

# Please note the following as part of our duty of care:

- Children aged under 18 years must be supervised by a parent or guardian when receiving therapy services. This includes appointments at Therapy Focus offices, at home and in community settings.
   Supervision means the parent or guardian is within sight and/or hearing of the child for the duration of the appointment.
   Exceptions may be made on a case-bycase basis following a risk assessment and as agreed to by both parties.
- Customers with personal care and health care needs must be accompanied by a support person who is able to manage those needs when visiting Therapy
   Focus offices. The support person must stay at the office for the duration of the appointment.
- Therapy Focus staff cannot administer medication.
- The health and safety of customers accessing therapy services at a facility that is not managed by Therapy Focus (e.g. care facility, school, community location) is the responsibility of that facility. It is also the responsibility of the facility to share health and safety information with Therapy Focus staff so that any risks can be identified and managed.

# **Payments**

### **NDIA/Agency Managed Plans**

If you have asked the NDIS to manage all or part of your funding, we need an active service booking in the myplace portal to start delivering services.

A service booking allocates funding from your NDIS Plan for the services we will deliver over an agreed timeframe.

Once you have provided consent by signing your **Service Agreement**, we can make service bookings on your behalf.

We will claim payment from the NDIS after we have provided services.

You can see what we have charged for in the myplace portal. You can also request a Statement of Services from us at any time.

If you receive an automatic plan extension from NDIS we will continue to provide services to you without interruption.

#### Self and Plan Managed

If you are managing your NDIS funding, or if you are using a plan manager, we will send invoices after we have delivered services.

Payment is required within 14 days of the invoice date.

#### Invoices can be paid:

- Online at therapyfocus.org.au/pay using a credit card
- By direct deposit using the details on your invoice
- Over the phone by calling **1300 135 373**

Please use your invoice number as the reference when making a payment. A receipt will be sent to you once payment has cleared.

If there are any issues with your invoice you have seven days from the date of invoice to raise these issues with us.

We will send you a reminder if you have not paid your invoice by the due date. We have the right to stop services and refer your case to debt collection if payment is not received.

Final invoices for services and/or plans will be sent in our normal billing cycle.

# Feedback and Complaints

We want to know when things are going well and when there are issues.

You can give us feedback by:

- Contacting your therapist or their
  Team Leader in writing, by phone, or in
  person. We can arrange an interpreter or
  any other assistance you might need to
  provide feedback.
- Contacting our Quality Officer on 1300 135 373 or emailing feedback@therapyfocus.org.au
- Completing a feedback form online at therapyfocus.org.au/feedback. Or ask that a feedback form be posted to you

We will review your feedback and take necessary actions. We will contact you within a week to discuss your feedback and let you know of any actions taken.

If you would prefer to speak with someone outside of Therapy Focus you can contact:

 NDIS Quality and Safeguards Commission Phone 1800 035 544 or visit ndiscommission.gov.au

If you need help to make a complaint you can use an advocate. This can be a family member, friend, support worker or another agency.

To find an advocacy agency near you go to askizzy.org.au/disability-advocacy-finder

# **Incident Management**

We do everything we can to make sure you are safe and services are high quality.

If an incident occurs during service delivery or as a result of service delivery, we will:

- Make sure you and everyone involved is safe
- Involve the Police and other agencies if required
- · Find out what caused the incident
- · Record details of the incident
- · Make changes to improve our service
- Provide you with ongoing support and keep you updated on any actions we have taken
- Contact the NDIS Quality and Safeguards Commission if it is a reportable incident

If you ever feel unsafe during therapy you can make a complaint or give us feedback using the information on page 12.

If you would prefer to speak with someone outside of Therapy Focus you can contact:

NDIS Quality and Safeguards Commission
 Phone 1800 035 544 or visit
 ndiscommission.gov.au

If you need help to report an incident you can use an advocate. This can be a family member, friend, support worker or another agency.

To find an advocacy agency near you go to askizzy.org.au/disability-advocacy-finder

# **Privacy**

Your privacy is important to us. Our Privacy Policy outlines how we manage and protect your personal information.

We ask for your consent to collect and keep your information. You have the right to change this consent at any time.

#### We will do our best to:

- Tell you how we keep and use your personal and sensitive information
- · Follow Australian privacy laws
- Answer any questions you have about privacy at Therapy Focus
- Work with you to address any complaints you have about privacy

All Disability Service Providers are bound by the Privacy Act 1988. Therapy Focus works to adhere to the Australian Privacy Principles, which regulate how we collect, use, disclose and store personal information, and how individuals may access and correct personal information held about them

For more information about how privacy and your personal information is managed at Therapy Focus, visit **therapyfocus.org.au/privacy**.

You can also contact our **Quality Manager** by calling **1300 135 373** or email **quality@therapyfocus.org.au**.

### **NDIS Audit**

As registered NDIS provider, Therapy Focus services are reviewed by an auditor every 18 months to ensure we meet NDIS standards.

If you are an NDIS participant you may be selected by the auditor to take part in the review. This can include an interview and/ or allowing the auditor to look at your file.

You do not have to participate if you do not want to.

If you are selected and decide to participate, we will contact you to arrange a time that suits you.

For more information visit the NDIS Quality and Safeguards Commission website at **ndiscommission.gov.au**.

# **Service Continuity**

We have systems and processes in place to support you during service disruptions.

Natural disasters, pandemics and other circumstances outside of our control may impact our ability to deliver services.

In these circumstances, we will do our best to continue therapy. Services can be provided online or over the phone via teletherapy, as an alternative to face-toface appointments.

By working together, we can make sure there is as little disruption to your therapy as possible.



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