

# Terms of Service + Service Agreements

This document outlines what you agree to in working with us, what you can expect from us, and how we deliver services. Specific services, and funding in relation to those, can be found in your schedule of supports, which is provided separately. Throughout both this document and your schedule of supports, “you/your” refers to you as the client (or guardian of the client) and “we/us/ours” refers to Therapy Alliance Group (TAG) and includes all staff or other service providers delivering products or services on our behalf.

If you have questions about anything included in this terms of service and service agreement, or if you have questions about your schedule of supports, please ask at any time.

## What you can expect from us:

- ❖ That we provide services in a holistic, individualised, strengths based, and family centred way
- ❖ That you will be given all the information you need to make decisions about and be an active participant in your care. This includes both information about us as a provider (e.g. information about relevant policies), and information related directly to your care (e.g. information about intervention approaches).
- ❖ That we will work towards goals agreed upon with you
- ❖ That we will review progress and goals regularly
- ❖ That we will keep accurate records
- ❖ That we will regularly issue invoices and statements as appropriate to the supports and services delivered
- ❖ That we will communicate openly and honestly, and respond to communication from you in a timely manner. This includes listening to your feedback and working to resolve problems.
- ❖ That we will always treat you with courtesy and respect
- ❖ That we inform you as soon as possible if we are unable to provide agreed services for any reason
- ❖ That we will respect and actively protect your privacy and confidential information.
- ❖ That we will uphold the rights of all clients, including (but not limited to) people with disability, including the rights to dignity and respect, and to live free from abuse, exploitation, and violence.
- ❖ That we uphold all clients’ healthcare rights, consistent with the Australian Charter of Healthcare Rights including the rights to access, safety, respect, partnership, information, privacy, and to give feedback.

## What you agree to in working with us:

- ❖ That you accept and agree to the Therapy Alliance Group Terms of Service and that these terms can be updated at any time. You agree to comply with the most up to date terms. The most up to date terms of service can always be found on our website.
- ❖ To comply with our policies including but not limited to all policies relating to fee payment, feedback & complaints, active participation in therapy, mobile services, and supervision & supports of children and vulnerable adults. These policies are provided in your welcome pack via email, and up to date versions are available on our website.
- ❖ That you will proactively and in a timely manner tell us about any court directives or legal arrangements that impact your care. This includes but isn’t limited to changes in guardianship, decision making arrangements for healthcare and for finances, and parenting or domestic violence orders. You also agree to provide us with complete copies of document/s that confirm those orders (e.g. a copy of a guardianship or parenting order)
- ❖ To treat team members and all persons associated with TAG services with courtesy, respect, and kindness. TAG will not tolerate discriminatory, degrading, derogatory, aggressive, or otherwise inappropriate behaviours or conduct directed towards or with regards to any TAG team member/s or client/s. Such behaviour may result in immediate cessation of services.
- ❖ To respect and facilitate the privacy and confidentiality of all persons associated with TAG services, including but not limited to TAG team members and other clients. This includes but is not limited to ensuring that no audio or video recordings are taken without the full knowledge and consent of every party present.
- ❖ That you will take no actions which limit in any way our ability to provide services to our clients
- ❖ To work with us collaboratively and in partnership. It is only in collaboration and partnership that our services can be effective to achieve your goals and meet your needs
- ❖ To engage with us in proactively and collaboratively identifying and managing risks related to your care



- ❖ To communicate with all TAG team members openly and honestly. This includes the open, honest, and collaborative sharing of feedback and concerns, as we highly value your feedback with regards to every aspect of our services.
- ❖ To take all reasonable steps to ensure your own safety and that of others during our provision of services, whether on-site at TAG premises or elsewhere.
- ❖ To respect and protect our facilities and equipment
- ❖ To promptly inform us if you no longer require agreed services for any reason
- ❖ To advise us of any changes in personal details, funding arrangements, health, and or education needs in a timely manner
- ❖ To pay all accounts, fees and costs associated with your service, in line with this document, TAG policies, TAG fee schedule, and your schedule of supports, including cancellation fees if applicable. The payment of these accounts may be facilitated via funding arrangements with a third party (e.g. NDIS funding).

## Reviewing, changing, or ending this agreement:

This agreement will be reviewed as indicated at the top of this document. If changes to supports or their delivery is required, we will discuss that with you and reflect any agreed changes in an updated schedule of supports. All schedules of support created within the period covered by this service agreement are considered to form part of this agreement.

If you wish to end this agreement you must give 2 weeks notice. If we wish to end this agreement for any reason other than a breach of the terms of service, we will also give 2 weeks notice.

If either party seriously breaches this agreement or the terms of service, the requirement of notice will be waived. A serious breach includes (but is not limited to): aggressive or abusive behaviour (including yelling, swearing, racist or discriminatory comments or behaviour), non-payment, repeated failure to attend consultations, or repeated failure to respond to communications.

## Feedback, complaints, and disputes:

We highly value your feedback, and as such we ensure there are multiple ways that you can share your feedback with us. Equally, if you are unhappy with the provision of supports, you may lodge a complaint by any of these multiple avenues:

- ❖ Via the form available on our website. We can also email you a link to this form at any time
- ❖ Via email to [team@tagclinic.com.au](mailto:team@tagclinic.com.au)
- ❖ Verbally to any team member, who will report your feedback on your behalf
- ❖ Via the feedback boxes located in each clinic reception

If you require support to provide feedback, express concerns, or make a complaint, there are multiple supports available to you. These might include:

- ❖ Supports from your existing formal or informal networks
- ❖ Supports of an independent disability advocate or other appropriate advocate
- ❖ Use of an interpreter
- ❖ Use of the National Relay Service

If you are an NDIS registered participant you can also contact the NDIS Quality & Safeguards Commission by phoning 1800 035 544, or via their website.

Regardless of your funding arrangements, you may also lodge a complaint with the Health Ombudsman via their website. You can also contact the Health Ombudsman by phoning 133 646.

## Our Services and Policies:

Our welcome pack (provided to you via email) contains links to our policies, up to date at the time they were provided. Additionally, our policies can be accessed via our website. The information below outlines key details of those policies but are not intended to replace a thorough reading of the policies in full. Additionally, changes to those policies will be reflected on the website and will come into immediate effect once released, but may not be reflected in an updated Terms of Service & Service Agreement until reviewed. Regardless, you are responsible to ensure compliance with all policies as up to date and published on the website at the time services were provided.

## Appointments

- ❖ We may need to adjust the day and/or time of your appointment at any stage during your care. Generally, we try to provide 2 weeks of notice for ongoing changes. Prior routine with regards to a specific day, time and/or clinician does not guarantee ongoing continuation of the same arrangement.
- ❖ Your therapist will make recommendations regarding appointment frequency and length based on your individual needs, and will discuss these with you.
- ❖ Your therapist is required to complete and maintain documentation specific to your care. This work is completed within 24 hours of your appointment without you having to be present, and is invoiced as part of your appointment. Client specific preparation and/or communication time may also be invoiced as part of your appointment.
- ❖ We work hard to run on time. Please be on time or early for your appointment. If your session is cut short because of your late arrival, you will be required to pay for the full scheduled appointment (i.e. there will be no reduction in fees) and the session will still end on-time. If we are running late and/or unable to provide a full service as booked, we will only charge for the duration of services received.
- ❖ If you require a longer appointment time because of an urgent or emergent situation, you will be invoiced for the increased time spent. If you routinely require more time than scheduled, we will discuss this with you and may require a longer appointment time be scheduled. This may result in needing to reschedule your appointment time.
- ❖ We require a parent/carer to be present for all services provided to children under 18.
- ❖ If you are responsible for a child of 16 or 17 years of age, you may initiate a proactive discussion with your clinician regarding the risks associated with that child attending appointments independently, and the management of those risks. TAG reserves the right to continue to require parental presence, supervision, and active support for any child of 16 or 17 years of age.
- ❖ We require a support person or caregiver to be present for all adult clients who do not have the capacity to provide their own care, facilitate their own active engagement in services, or who may require behavioural interventions during the provision of our services (including but not limited to any approved use of restricted practices.)
- ❖ Any of our clients or team members may be vulnerable to illness. You are responsible to ensure that everyone present for an appointment is well, and able to appropriately engage with the appointment. We reserve the right to cancel an appointment or cease the provision of a service if the client or anyone else present for the appointment is unwell, without any reduction in fees

## Waitlist management:

- ❖ Due to the high demand for our services, we maintain waitlists for assessment and therapy/intervention services when required. If you accept a place on our waitlist, you agree to respond to routine communication from us regarding that waitlist, maintaining your information, and offers of services.
- ❖ If you do not respond to or do not accept 3 offers of service provision, we reserve the right to remove your name from our waitlist and possibly discharge you from our services. We will advise you if we have taken this step.
- ❖ If you wish to engage us for the provision of a subsequent and different service than that covered by your current schedule of support, you may be required to await service capacity by entry onto the waitlist. Provision of one service does not automatically guarantee immediate allocation of capacity for new services.
- ❖ We may contact clients on our waitlist from time to time regarding service delivery models. We encourage you to consider all acceptable service delivery models, as this may result in quicker access to services.

## Fees and payment policy:

- ❖ Service costs are outlined in our Fee Schedule. Agreements such as the Schedule of Supports or Assessment Quotes are provided with reference to the hours of support required and the total cost of those agreements will be adjusted in line with any price increments or changes to our most recent Fee Schedule.
- ❖ We require payment on the day of service.
- ❖ We do not accept cash payments or have any cash on premises to provide change. Payment must be made by EFTPOS or Direct Deposit to our bank account.
- ❖ Report writing may be completed and invoiced incrementally.
- ❖ All invoices for report writing must be paid in full before the completed report will be released.
- ❖ We are registered with Medicare, private health funds and NDIS. Rebates and claims and third-party billings are only available if you are eligible and after you complete and provide us with the relevant paperwork

and/or identification required. You are responsible for the completion and provision of necessary paperwork, and for payment in full for all costs incurred for services provided prior to the provision of the appropriate paperwork.

- ❖ You are responsible for monitoring your funding balance/s and/or entitlements, and we are not responsible for any element of this monitoring.
- ❖ You are responsible for payment in full directly to us if funding is inadequate or rejected.
- ❖ We reserve the right to suspend or cancel services at any time until your account is paid in full. \*Appointment times will not be reserved during any suspension of services.
- ❖ Any invoice remaining unpaid after 30 days is subject to a 2% monthly interest charge (compounding each month).
- ❖ We reserve the right to use any and all means of collection available to collect any amount due. Any additional costs associated with the collection or recovery of debts will be added to your invoice/s in addition to interest charges.

## Cancellation & attendance policy for Allied Health Professional (AHP) services

- ❖ Applies to both AHP and AHP student services
- ❖ You must provide a minimum of 24hrs notice of your intention to cancel or reschedule an appointment or fees will apply. If a previously rescheduled appointment is subsequently cancelled with less than 24hrs notice cancellation fees will apply, even if further appointment rescheduling is arranged.
- ❖ If you are unable to attend or reschedule, your therapist may be able to conduct other activities related to your care during your normal appointment time, such as creating resources for home or school, or liaising with and training people involved in your care. If this occurs, then normal fees will apply.
- ❖ There is high demand for our services. If you take a break from therapy, or cancel or fail to attend either 2 consecutive appointments or more than 25% of your cumulative appointments we reserve the right to cancel future appointments, and offer appointment times to another client.
- ❖ If your therapist recommends a therapy break, we will endeavour to re-commence your services as planned with that same therapist, however your previous appointment day and time may be unavailable; while we take reasonable steps to endeavour to book with that same therapist, we can not guarantee recommencement with the same therapist.
- ❖ If we are unable to provide a service (e.g. your therapist is unwell) we will give you as much notice as possible and will either: reschedule the session, arrange for another staff member to provide the needed services, or else cancel the appointment/s at no charge to you.

## Cancellation policy for a Program of Supports (e.g. Group services) and all services provided by an Allied Health Assistant

- ❖ Applies to all services provided as a Program of Supports, including but not limited to any services provided by an AHA, and some group programs.
- ❖ A Program of Supports is a set amount of supports/sessions which you agree to attend and are responsible to pay for as though you had attended, whether or not you did.
- ❖ Cancelled appointments may be rescheduled within the program of supports time frame if possible, and will not incur an additional fee. This is not possible for a program of supports provided to a group.
- ❖ You are able to exit or cancel the program with 2 weeks notice. Payment is still required for any sessions that fall within that two week notice period.
- ❖ If we are unable to provide a service (e.g. your therapist is unwell) we will give you as much notice as possible and will either: reschedule the session, arrange for another staff member to provide the needed services, or else cancel the appointment/s at no charge to you.

## Clinical Services

- ❖ Services will be provided based on goals agreed upon by both parties to best serve individual and/or family needs. Goals might be established through therapist recommendation, administered evaluations, outside evaluations, observations, and client or parent requests/identified priorities.
- ❖ Allied health interventions are a long-term investment, and often not a quick fix.
- ❖ Optimal outcomes are usually best achieved with a combination of consistent direct therapy (including training carers) and regular follow up and home practice.
- ❖ Active collaboration with the client and/or relevant members of their supports network will be facilitated and supported, and is highly encouraged as active collaboration and involvement from all parties is most likely to supports optimal progress and outcomes (goal attainment)

- ❖ We offer no guarantee on assessment, therapy or other outcomes, and no refunds for services provided even if desired or preferred outcomes are not achieved.
- ❖ We encourage you to proactively engage with us in the prioritisation of your goals and your services. We offer allied health services in many ways and encourage you to consider a wide range of service delivery models.
- ❖ We know that “life happens”, and we will work proactively with you to make plans ahead of time for those circumstances where you are unable to attend your scheduled appointment.
- ❖ You are responsible for completing the agreed upon follow-up. In assessment, failure to complete agreed upon follow-up may impact the completeness of the assessment and recommendations you receive. In therapy/intervention, failure to complete agreed upon follow-up may limit progress towards your goals.
- ❖ We provide written advice of the outcomes of all assessments undertaken, whether in the form of a detailed report or a summary by letter. We will seek to understand what you need from the assessment and recommend the most appropriate written communication to facilitate that outcome.
- ❖ Letters and routine reports are usually sent within 4 weeks however some bodies of clinical work require a significantly longer period of assessment and report preparation. We will advise you if this is the case for your report or communication work.
- ❖ Assessment reports may be completed incrementally and be commenced before the finalisation of all assessment activities; this is to facilitate optimal turnaround of your report.
- ❖ If you require a report urgently please notify us as soon as possible. While we take all reasonable steps to facilitate urgent requests, we normally require a minimum of 14 days notice to complete letters or reports, even urgently. Be advised that even urgent requests will require payment prior to release.
- ❖ For NDIS participants: The NDIA routinely has additional reporting requirements for services. We will account for these ahead of time in your schedule of supports and will book and proceed with these reports based upon the plan dates you provide to us. We will attempt to confirm your need for these reports, however if you do not advise us before we commence the work if they are not required, we will proceed with report writing as planned and you will be responsible for full fee payment.

## Student Provision of Clinical Services

- ❖ Where you have provided your consent, AHP students may provide clinical services under the supervision of a qualified AHP. This supervision may be direct (AHP in the room) or indirect (AHP reviews planning and documentation after your appointment).
- ❖ If a TAG AHP is present in the clinic room you will be invoiced at AHP rates, even if the student is providing the clinical service.
- ❖ If a student is completing report writing, reports will always be checked for quality and accuracy, and co-signed by a qualified AHP. You will be invoiced at AHP Student rates for student time and AHP rates for review time spent, up to a total maximum of the report writing time quoted.

## Participation in Research

- ❖ We advocate for and support clinical research to enhance the evidence base for allied health diagnosis and therapeutic interventions. You may be invited to participate in research projects from time to time. Participation in research is entirely voluntary and you can decline or withdraw participation without any loss or impact on your care.
- ❖ If you consent we may also collect and store de-identified data that may be used in future research into therapeutic interventions and their impacts on individuals and families. Future researchers will only have access to de-identified data such as assessment scores and therapy outcome measures.
- ❖ If you consent to this collection and storage of data for future research purposes, we will not require additional consent form you to re-use this data in any future research projects if it is required.
- ❖ Data will not be sold for profit.
- ❖ Any published research which uses your data or a sample of your data will have ethics approval.
- ❖ You can withdraw your consent to participation in research at any time.

## Privacy

- ❖ Therapy Alliance Group is an independent practice under the ownership of Fulfillmentaire Pty Ltd.
- ❖ We need to collect information about you for the primary purpose of providing quality clinical services.
- ❖ To assess, diagnose and treat you, we need to collect some personal information from you. If you do not provide relevant personal or health information, in part or in full, to us we may be unable to provide services, and/or it may impact the quality and appropriateness of any care or services you receive.

- ❖ This information will also be used for the administrative purposes of running the practice such as billing you or through an external funding body, insurer or compensation agency.
- ❖ Data collected may include (but is not limited to) personal identifying and contact information, billing information, family information, clinical and medical information, educational records, work samples, images, video and audio recordings.
- ❖ Information at Therapy Alliance Group is stored securely and access is limited to our team members.
- ❖ Therapy Alliance Group takes all reasonable steps to ensure that information collected about you is secure, accurate, complete and up-to-date however we accept no responsibility for data theft or breaches and/or harm which may result from such a loss.
- ❖ Therapy Alliance Group strongly values collaboration with other professionals to enhance therapy outcomes. We may disclose information regarding diagnosis or treatment to your medical and education professionals and other treatment and service providers with your consent. We may also request information from outside sources to assist in assessment, and diagnosis and/or treatment.
- ❖ We may release your information or clinical records without your knowledge or consent when authorised or required by Australian Law or to ensure safety. Such circumstances might include, but are not limited to, responding to a subpoena, in meeting mandatory reporting requirements (e.g. to the NDIS; to the Department of Child Safety, Seniors and Disability Services; to QPS under the criminal code), and in seeking emergency assistance (e.g. QAS in a medical emergency, QPS to ensure safety including wellbeing checks).
- ❖ This release and obtaining of information is usually done via email, phone and/or digital communication methods.
- ❖ We try our best to communicate this information in a confidential manner but cannot guarantee that other persons not directly responsible for your/your child's care will not see or hear these communications.
- ❖ If you require any special conditions applied to the release and obtaining of information you will need to inform us of the specific requirements in writing.
- ❖ In the case of insurance or compensation claims, it may be necessary to collect and/or disclose information that may affect your claim.
- ❖ We may record incoming or outgoing calls for the purposes of quality, training, and safeguarding.
- ❖ Therapy Alliance Group premises may have CCTV recording in some areas for security purposes. We reserve the right to use these recordings to protect our premises, team members and clients.
- ❖ Therapy Alliance Group will not disclose your information to commercial companies except where necessary for your direct care (e.g. when obtaining individualised quotes from suppliers to support funding applications). On occasion, specific service or product information as deemed suitable for your management, may be forwarded to you by us.
- ❖ By agreeing in writing to clinical services you also agree to receive communications as part of our mailing list unless you specifically request to be removed or excluded from it. This may include promotional offers from other businesses owned by Fulfillmentaire Pty Ltd or its related entities.
- ❖ If any information, images, audio or video recordings are to be used by Therapy Alliance Group or associated entities for promotional or educational purposes outside of the administrative and clinical purposes outlined above then your consent will be obtained in writing.
- ❖ You have the right to gain access to the information held by Therapy Alliance Group about you and/or your child. If you want to access information held by us about you and/or your child, you must submit a written request.
- ❖ If accessing and providing a copy of your record will use significant staff time or printing/recording costs, then an administration fee will apply at the relevant hourly rate. If, in exceptional circumstances, access to your information is denied for legitimate purposes, then the reasons for this and possible remedies will be made available to you.