

New Terms

Australia



Independent Consultant Service Agreement Template v2

Independent Consultant/Contractor Information

Statement title

Allora Options engages services from independent contractors and consultants. Allora Options do not employ contractors and consultants, they are separate entities and may be structured as a sole trader ship or company. Although not directly employed by Allora Options the services they provide are under the NDIS registration of Allora Options therefore they will need to abide by all Policies and Procedures, and have received a comprehensive induction. All contractors and consultants have been vetted by the Allora Options Managing Director. All contractors and Consultants who utilise Allora Options registration to deliver services have been independently assessed to have a minimum capability of proficiency under the NDIS behaviour support capability framework.

The participant and/or the nominee understand that by signing this service agreement they are a service user of Allora Options for the duration of this agreement and will be subject to **all terms** of this agreement and relevant policies and procedures, however, they understand that services are being provided by a separate entity who are utilising Allora's registration to deliver services to NDIS participant for a fee paid by the independent consultant/contractor.

The participant who is subject to this agreement will only be a service user of Allora Options if services are being provided by the independent consultant/contractor. Should the contracting agreement between the independent consultant/contractor and Allora Options be terminated for any reason, this service agreement will be null and void should the independent consultant/contractor choose to continue to offer services to the participant utilising a different means (i.e., their own NDIS registration or via a different organisations NDIS Registration). There is no 'non-compete' clause for the participant listed in this service agreement. By signing this agreement the nominee/participant understands that services are being delivered by the following entity/individual.

Should the participant wish to remain a service user of Allora Options, the managing director will make every effort possible to link the service user to another practitioner. It is important to note that a new service agreement may be required in this instance.

Independent Consultant / Contractor Organisation Name

No response

ABN Number (independent contractor / consultant)

No response

Public Liability Insurance Amount

No response

Professional Indemnity Insurance Amount

No response

Policy Number

No response

Allora Options Clinical Services Service Agreement

This service agreement outlines how we deliver support and services. It includes our rights as a service provider and your rights as a participant using our services. These terms are subject to change, if any changes affect you, we will provide you with 14 days' notice in writing.

On our website ([click here](#)) you will be able to access your participant pack, easy-read service agreements and easy-read policy and procedures.

Who we are:

Allora Options is a leading NDIS registered provider of Support Coordination, Specialist Support Coordination, Specialist Behaviour Support, Therapeutic Support and Early Childhood Intervention services, across metropolitan Adelaide and Regional SA. Our highly experienced team of professionals help NDIS participants of all ages organise their support network and maximise their opportunities to enjoy life.

We offer NDIS Participants, their families, and their providers a quality-first approach. We are a premium service provider who primarily work with highly complex individuals within various service settings and support models including but not limited to forensic disability and mental health. Our team are experts in the field.

Allora Options prides itself on working with the most vulnerable individuals in South Australia. The participants you work with will likely have the following: forensic and high behavioural background, co-morbid diagnosis and involvement with the Exceptional Needs Unit, Department of Human Services and Department of Child Protection.

Allora means "**butterfly**". Butterflies represent transformation on all levels, they show us how we can grow to dissolve old forms, morph, rebuild, and evolve ourselves. They symbolise rebirth, hope, and bravery, and they show us the importance of trust as part of the essential process of growth and renewal. Seeing one is a sign that positive change is transpiring, and brave forces are watching over you, ensuring graceful transitions. The butterfly encourages you to flow through your transformation with confidence.

Our Commitment:

Allora Options has a strong commitment to our core values and aspire to reflect these in:

- **Our People** – by building a *collaborative* workforce and culture that values respect, trust, and communication. We will create an environment where people want to work and are able to build their *knowledge* base.
- **Our Participants** – by being *compassionate, ethical*, and showing *empathy* in all we do. We *respect* the rights, safety and dignity of all people living with disabilities, and endeavour to remain process and compliance-driven at all times.
- **Our Company** – by being trustworthy and conducting business with the highest standards of professionalism and *ethical* behaviour. We are knowledgeable and deliver *quality first services* while meeting our obligations under the NDIS Code of Conduct.
- **Our Vision** – That all NDIS Participants live their best life.
- **Our Mission** – Support NDIS Participants who use our service to live their best life.

1. Terms and conditions:

(1) Company Details:

- Legal Name:** Vita Felix Group Pty Ltd
- Trading Name:** Allora Options
- ABN:** 81 656 727 534
- ACN:** 656 727 534

(2) Our Responsibilities:

- Act with integrity and honesty
- Review your support regularly
- Communicate with you and all stakeholders, open and honestly
- Treat you with respect and dignity
- Discuss with you and other relevant stakeholders how your supports are to be provided
- Work with other people in your team
- Provide information on how you can make a complaint
- Provide you as much notice as possible
- Provide you with a minimum of (2 weeks) if we need to end this service agreement or make changes.
- Respect your privacy and confidentiality
- Maintain all necessary qualifications, licences, checks and balances
- Maintain appropriate insurance, including public liability insurance
- Provide support in a manner which is consistent with the disability services standards
- Uphold the NDIS code of conduct
- Issue invoices and statements of support delivered
- Ensure we do not share your personal information without consent unless we are required to be law.

(3) Your Responsibilities:

- i. Provide accurate and complete information to ensure that you receive a good service that is delivered to meet your needs
- ii. 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
- iii. Treat staff with courtesy and respect.
- iv. Inform us if you have any complaints or concerns about the support being provided.
- v. Provide us with feedback on the services you receive so we can continually improve and deliver a better service to you.
- vi. 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.
- vii. 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.
- viii. Agree for us to change the price of our services, in line with the NDIS price guide.
- ix. Give us the required notice (2 weeks) in writing if you need to end the Service.
- x. Not perform any immoral or illegal activity whilst we are providing services
- xi. Develop and maintain a positive and professional working relationship with us
- xii. Only request services that are part of the funding arrangement.
- xiii. Pay invoices within seven (7) days of receipt.
- xiv. Understand that at times we may be required to share your information by law
- xv. Understand that Allora Options will charge for travel as per the NDIS Price guide. Up to 30 minutes both ways in metropolitan areas, 1 hour both ways in regional areas and negotiated amounts in remote communities. This includes for KMs driven as set out in the NDIS Price Guide.

(4) Changes to this agreement:

- i. If there are changes to support requirements, this agreement can be changed immediately, if negotiated by all parties.
- ii. 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.
- iii. 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.

(5) Termination:

- i. 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.
- ii. Should either party wish to end services at the end date of the retrospective NDIS Plan, they will be able to with no notice.
- iii. 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 9 for our payment terms.

(6) Damages (Liability/Indemnity):

- i. 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.
- ii. 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.

(7) Feedback, Complaints, advocacy and disputes:

(7.1) 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.

(7.2) 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.

(7.3) 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.

(7.4) 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.

(7.5) 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.

(7.6) 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.

(7.7) 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.

(7.8) 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

(7.9) 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.

(7.10) Providing Feedback:

- i. You can provide feedback directly on our website ([click here](#)) or by emailing admin@alloraoptions.com.au.
- ii. You can provide feedback directly to the allocated practitioner.
- iii. You can provide feedback to the relevant clinical lead or clinical services manager.

(7.11) Give a compliment:

- i. You can give a compliment directly on our website ([click here](#)) or by emailing admin@alloraoptions.com.au.
- ii. You can give a compliment directly to the allocated practitioner.
- iii. You can give a compliment directly to the relevant clinical lead or clinical services manager.

(7.12) Make a complaint:

- i. You can make a complaint directly on our website ([click here](#)) or by emailing admin@alloraoptions.com.au.
- ii. You can make a complaint directly to the allocated practitioner.
- iii. You can make a complaint directly to the relevant clinical lead or clinical services manager.
- iv. You can make a complaint directly to the managing director.
- v. 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](#)).
- vi. For assistance in making a complaint, you can contact Disability Advocacy SA by phoning (08) 7122 6030 or by visiting their website ([click here](#)).
- vii. For assistance in making a complaint, you can contact Independent Advocacy by phoning (08) 8232 6200 or by visiting their website ([click here](#)).

(7.13) Feedback after exiting and/or service termination:

- i. 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.

We thank you in advance for your valuable contribution to improving the services we provide to all NDIS participants and their representatives.

(8) Disaster Management

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.

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) Pricing / Payment Terms:

(9.1) Methods:

- Payments are due after the delivery of support.
- 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.

(9.2) Payment Schedule:

- Allora Options charges in 5-minute increments for all billable hours, with a minimum of 5 minutes billed for all items.
- Allora Options charges up to 30 minutes of travel to and from appointments.
- Allora Options can charge 0.97c per km for non-labour costs i.e., staff using their personal vehicles or company for travel costs incurred from delivering face-to-face services.
- Allora Options **does not** provide services outside of funding under any circumstances unless approved by the managing director. 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.

(9.3) If your funding is 'Self-managed' and/or non NDIS Funding:

- We will provide you with an invoice for the support undertaken.
- All invoices must be paid within 7 days of receiving that invoice;
- 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
- 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.

(9.4) If your funding is 'Plan-managed':

- If you are plan-managed, we will send invoices to your Plan Manager for payment for the support undertaken;
- All invoices must be paid within 7 days of the plan manager receiving that invoice;
- 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
- 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.

(9.5) If your funding is 'NDIA Managed':

- 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.

(9.6) 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.

(9.7) Pricing:

- i. 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.

(10) Perpetual Service Agreement:

- i. 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 5 of this agreement
- ii. If there are changes to the terms of this agreement, please refer to, section 4 of this agreement.
- iii. 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.

(11) Appointment cancellations:

- i. 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.
- ii. 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](#)).

(12) **Easy read material/Participant Pack:**

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

2. Details:

(a) Participant name (you, your):

No response

(b) Participant Date of birth

No response

(c) NDIS Number:

NDIS number: No response

(d) Participants address

Australia

(e) Participants email:

No response

(f) Participants phone number:

No response

(g) Guardian or Parent Name: (write N/A if this is not applicable):

No response

(h) Parent or Legal Guardian's email (write N/A if this is not applicable):

No response

(i) Parent or Legal Guardian's phone (write N/A if this is not applicable):

No response

(j) Emergency Contact

Emergency contact name: No response

Emergency contact number: No response

Emergency contact relationship: No response

(k) Agreement start date:

No response

NDIS Plan End Date

No response

3. Initial Agreement Support Schedule and Support Fees

- Below outlines the support(s) we will provide to you and the nature and the initial price that those supports will be provided.
- As stated in section (9.7.i) pricing will change immediately should the NDIS change their pricing limit for the services outlined below.

Schedule of Supports

Item Code	Support Description	Hours	Rate	Support Fee
11_022_0110_7_3	(PBS) Specialist Behavioural Intervention Support:	0	234.83	0.00
11_023_0110_7_3	(PBS) Behaviour Management Plan Including Training in Behaviour Management Strategies:	0	193.99	0.00

11_799_0110_7_3	Provider non-labour costs (travel) - PBS Supports. This will not be quoted, however will be charged in the event the practitioner is required to travel:	0	0.97	0.00
11_024_0117_7_3	(ISSD) Individual Social Skills Development:	0	70.87	0.00
11_799_0117_7_3	Provider non-labour costs (travel) - ISSD Supports. This will not be quoted, however will be charged in the event the practitioner is required to travel:	0	0.97	0.00
15_613_0128_1_3	(Therapy - Developmental Educator) Assessment Recommendation Therapy or Training	0	193.99	0.00
15_620_0128_1_3	(Therapy - Rehabilitation Counsellor) Assessment Recommendation Therapy or Training	0	193.99	0.00
15_621_0128_1_3	(Therapy - Social Worker) Assessment Recommendation Therapy or Training	0	193.99	0.00
15_056_0128_1_3	(Therapy - Other/Joint) Assessment Recommendation Therapy or Training	0	193.99	0.00
15_799_0114_1_3	Provider non-labour costs (travel) - Therapy Supports. This will not be quoted, however will be charged in the event the practitioner is required to travel:	0	0.97	0.00
			Total Support Fee	0.00

4. Payment details

3.1 Fund management (Indicate how your funds are managed):

No response

Plan or Self Managers name (write N/A if this is not relevant):

No response

Plan or Self Managers Email (write N/A if this is not relevant):

No response

Consent to share information:

We collect information about you for the primary purpose of providing quality support and services to you. We need to collect some personal information from you to ensure our services meet your needs. If you do not provide this information, we may be unable to fully provide these services. This information will also be used for:

- a. Administrative purposes for running our service.
- b. Billing you directly, through the NDIS, or another agency if required.
- c. Use within our service to all personnel to ensure you are provided with quality support and services.
- d. Disclosure of information to the NDIA, the NDIS Quality and Safeguards Commission, or other government agencies if needed.
- e. Disclosure of information to health professionals to ensure high-quality health care for you if needed.
- f. Disclosure to other providers, with your consent (below), to provide appropriate services.
- g. Disaster and Emergency Management Response.
- h. NDIS auditor

We do not disclose your personal information to overseas recipients.

We have a privacy policy that is available on our website ([click here](#)).

To ensure the process of quality support and services, information about you may be given to other service providers who also provide you with services.

Name (participant/nominee/guardian)

No response

I confirm that I have read the above information and understand the reasons for the collection of my personal information and the ways in which the information may be used and disclosed and I agree to that use and disclosure. I understand that this consent is valid until this service agreement is seized by any party. I understand that it is my choice as to what information I provide and that withholding or falsifying information might act against the best interests of the support and services I receive. I am aware that I can access my personal information and shift notes on request and if necessary, correct any information I believe to be inaccurate. I understand that if in exceptional circumstances, access is denied for legitimate purposes, the reasons for this and possible remedies will be made available to me. I have been provided with or have been given an opportunity to obtain a copy of the privacy policy.

I confirm that I consent for Allora Options to share information with all stakeholders involved in my day-to-day care and support.

Should I wish Allora Options to only share information with specific people and services, I or my representative are responsible for listing these people and services below:

List here:

No response

8. Your acceptance of these terms

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 completed above.

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.
- v. Services are provided by an independent contractor.

Participant/Plan Nominee Name:

No response

Date:

No response

Signature:

No response

Provider Representative Name:

No response

Date:

No response

Signature:

No response

Attachments (OPA Consent and/or previous service agreements) - if relevant

No response

Copy of previous service agreements - if relevant

No response

Updated terms and conditions Notification - if relevant

No response