

## Terms and Conditions

### NDIS Funded Health Services

#### Consent

By referring to Empower you confirm that you have obtained consent from the Participant/representative to refer and provide personal health information to Empower Healthcare.

#### Service Agreement

By referring a Participant to Empower Healthcare for NDIS services you confirm that the Participant has agreed to enter into a Service Agreement with Empower Healthcare for the provision of those services.

The service agreement is required to be signed by the Participant or the Participant's representative at the first appointment or at a mutually agreed time.

#### Services to be provided by Empower Healthcare:

Empower Healthcare will provide the Participant with a range of Allied Health / Nursing Services as requested on our referral form or directly from the referrer or Participant – our services have minimum allocated hours, please refer to the Empower Healthcare NDIS Service Catalogue for time allocations per service type.

#### How will payments be made to Empower Healthcare?

For plan managed Participants, Empower Healthcare will email an invoice to the Plan Manager.

For self-managed funds, the Participant will be invoiced directly.

For NDIA managed funds Empower Healthcare will process service bookings through the online portal.

#### Payment Terms

Invoices are issued weekly and are payable within 14 days unless by prior written agreement.

#### How is travel time charged?

Empower Healthcare makes every effort to reduce travel time charged to Participants where possible.

Travel time is billed in line with the NDIS Price Guide and is based on the MMM zone the Participant lives in.

The Modified Monash Model (MMM) is a geographical classification system. It identifies travel boundaries and sets maximum travel charges. Travel is charged according to the following:

#### **Provider Travel - Labour Costs**

Labour Costs (Time): e.g., to and from a residence or supplier's premises up to 30 minutes in MMM1-3 areas and 60 minutes in MMM4-5 areas.

#### **Provider Travel - Non-Labour Costs**

Non-Labour Costs: such as road tolls, parking fees and the running costs of the vehicle may be charged. These Travel Costs charged at up to \$0.85 a kilometre plus parking fees and road tolls.

For areas MMM6 – MMM7: Empower Healthcare may enter specific arrangements to cover travel costs.

#### **Cancellation Policy:**

**Cancellations can only be made via telephone to your local office or via email to your local office – details of which are provided at the end of this document.**

- If less than 24 Hours' notice, not including weekends, is provided 100% of the costs of the appointment will be charged.
- If more than 24 Hours' notice, not including weekends, is provided there will be no charge.

For example:

- If an appointment booked for 1pm on Monday is cancelled after 1pm on the previous Friday, 100% of the fee will be charged.
- If an appointment booked for 3pm on Wednesday is cancelled before 3pm on Tuesday, there will be no charge.

#### **Recommendation Disclaimer:**

Following an assessment of your client, Empower Healthcare clinicians may make recommendations for services or products from third party organisations. Empower Healthcare does not indemnify / guarantee third parties and does not take any responsibility for the services or products purchased through these organisations.

### **How to end the Service Agreement:**

If the Participant wants to end the agreement it must be discussed with Empower Healthcare by contacting your local office, and a notice period of 30 days (1 month) must be given. If Empower Healthcare wants to end this agreement the same notice period applies, however there may be special cases where this notice period is not applicable.

### **Complaints**

#### **What to do if there is a problem:**

If there are any problems with the service our local office will be happy to provide support.

#### **Victoria**

1 Cochranes Road  
Moorabbin  
VIC 3189  
Ph: 03 9583 1364  
E: [community@empowerhealthcare.com.au](mailto:community@empowerhealthcare.com.au)

#### **New South Wales**

Level 35, Tower One,  
International Towers,  
100 Barangaroo Avenue  
NSW 2000  
Ph: 02 9188 4141  
E: [nswhomeservices@empowerhealthcare.com.au](mailto:nswhomeservices@empowerhealthcare.com.au)

#### **Queensland**

Kimberley Plaza,  
3/373 Chatswood Road  
Shailer Park QLD 4128  
Ph: (07) 31803925  
E: [qldhomeservices@empowerhealthcare.com.au](mailto:qldhomeservices@empowerhealthcare.com.au)

#### **WA**

Level 11, Brookfield Place,  
125 St Georges Terrace, Perth  
WA 6000  
Ph: 08 6558 0848  
E: [wahomeservices@empowerhealthcare.com.au](mailto:wahomeservices@empowerhealthcare.com.au)

Alternatively, if they would like to speak to someone at Empower Healthcare's Head Office directly, the contact details are as follows:

Mike McDermott – NDIS Relationship Manager

03 9583 1364

[mikem@empowerhealthcare.com.au](mailto:mikem@empowerhealthcare.com.au)

If you have a complaint that you would prefer to discuss directly with someone at the NDIS Commission, you can call them on 1800 035 544 or visit [www.ndiscommission.gov.au](http://www.ndiscommission.gov.au) for more information.

**Glossary:**

“Clinician” means a member of Empower Healthcare that provides services to a client.

“Participant” means the recipient of care services.

“Referrer” means the individual or organisation that has completed a referral form requesting services for a participant.