



NDIS Participant Service Agreement

Cerebral Palsy Education Centre Incorporated

Registered NDIS Provider 4-4331-182

ACN Registration Number A0040915L

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1. Definitions

1.1 For the purpose of this Service Agreement, the following definitions apply:

1.1.1	“Agreement Start Date”	refers to the date this Service Agreement commences
1.1.2	“Agreement End Date”	refers to the date this Service Agreement concludes
1.1.3	“CPEC”	refers to the Cerebral Palsy Education Centre Inc
1.1.4	“Day(s)”	refers to a calendar day
1.1.5	“EFT”	Electronic Funds Transfer
1.1.6	“Financial Intermediary”	refers to a person / organisation authorised by the Participant to act on their behalf to process financial transitions through the NDIS
1.1.7	“Group Support(s)”	refer to Supports provided to the Participant by CPEC in a group setting
1.1.8	“Individual Support(s)”	refer to Supports provided to the Participant by CPEC in a 1:1 manner regardless of setting
1.1.9	“NDIA”	refers to the National Disability Insurance Agency
1.1.10	“NDIA Managed”	refers to when the Participant chooses to have the NDIA manage their NDIS Plan
1.1.11	“NDIS”	refers to the National Disability Insurance Scheme
1.1.12	“NDIS Plan End Date”	refers to the date the Participant’s current NDIS Plan concludes
1.1.13	“NDIS Plan Start Date”	refers to the date the Participant’s current NDIS Plan commences
1.1.14	“Participant”	refers to you the Participant in the NDIS
1.1.15	“Participant’s Support Log”	refers to the documentation which outlines and records when each Individual Support is provided to the Participant
1.1.16	“Party / Parties”	refers to both the Participant and CPEC
1.1.17	“Plan Managed”	refers to when the Participant chooses to have a Financial Intermediary manage their NDIS Plan
1.1.18	“Roster of Group Supports”	refers to the documentation which outlines and records when each Group based Support is provided to the Participant
1.1.19	“Self Managed”	refers to when the Participant chooses to self manage their NDIS Plan
1.1.20	“Support(s)”	refers to the activities provided to the Participant by CPEC
1.1.21	“Summary of Supports”	refers to the listing of Supports to be provided by CPEC to the Participant, the associated costs and any additional terms

2. Purpose

- 2.1 This Service Agreement is made for the purpose of:
 - 2.1.1 CPEC providing Supports to the Participant under the Participant's NDIS Plan.
 - 2.1.2 Outlines the responsibilities and commitments of CPEC to the Participant during the Service Agreement.
 - 2.1.3 Outlines the responsibilities and commitments of the Participant to CPEC during the Service Agreement.
- 2.2 Both Parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:
 - 2.2.1 Support the independence and social and economic participation of people with disability, and
 - 2.2.2 Enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their Supports.

3. Parties involved

- 3.1 This Service Agreement is made between the Participant and CPEC.
- 3.2 The Participant can nominate in writing to have a Parent, Advocate or Guardian act on the Participant's behalf. This Nominee assumes the Participant's responsibilities under the terms of this agreement.
- 3.3 Where the Participant is under the age of eighteen years, the Parents or Legal Guardians automatically assume the role of Participant Nominee and must act as signatories to this agreement.
- 3.4 Where the Participant is eighteen years old or older, legal confirmation of the identity of the Participant's Nominee must be given in writing to CPEC. Examples of such confirmation can include official written confirmation by the NDIA, completion of a statutory declaration or presentation of a power of attorney.

4. Terms

- 4.1 This Service Agreement will commence on the Agreement Start Date and end on the Agreement End Date.
- 4.2 This Service Agreement can be ended earlier in accordance with clause 11 of this Service Agreement.
- 4.3 For Self-Managed Participants, this Service Agreement's time frame can be extended with written consent between both parties at any time.
- 4.4 For NDIA Managed or Plan Managed Participants, this Service Agreement's time frame can be extended with written consent between both parties at any time, provided the new Agreement End Date falls before the Participant's end of NDIA Plan date.
- 4.5 CPEC can only provide Support to the Participant under the terms outlined in this Service Agreement.
- 4.6 CPEC reserves the right to update the terms and conditions of this service agreement at any time, to align to the NDIS terms and conditions and the NDIS price guide. This may alter the amount of support CPEC is able to provide under this agreement. CPEC will inform the Participant of the updated terms and conditions via email.

- 4.7 If there is a time period between CPEC Service Agreements, any Supports provided by CPEC during this period will occur under the terms outlined in this Service Agreement
- 4.8 This Service Agreement is only valid when signed by both parties.

5. Supports

- 5.1 The Supports CPEC plans to provide to the Participant under this agreement are outlined in the Summary of Supports, which details the type, nature and cost of the Supports, as well as any specific conditions.
 - 5.1.1 Where the Participant's Support needs are complex, a detailed breakdown of Supports may be provided by CPEC to provide further clarity to the Participant of the planned Supports. Where this breakdown of Supports is provided, this breakdown is considered part of this Service Agreement.
- 5.2 The Summary of Supports will include the maximum amount and cost of the Supports to be provided.
- 5.3 The actual Supports provided may be less than the planned maximum amounts of Supports, depending on Participant's or the Participant's family circumstance, CPEC staff availability and unplanned events from either Party.
- 5.4 CPEC will work collaboratively with the Participant to provide Supports in a manner that helps the Participant to build the Participant's capacity to meet the Participant's needs and helps enable the Participant to achieve their goals.

6. Types of Supports

- 6.1 CPEC Supports are generally a combination of both direct and non-face-to-face therapy Supports.
- 6.2 Direct therapy Supports involve interaction directly with the Participant and/or the Participant's family or community either face-to-face or over telehealth. This includes activities such as assessments, problem solving, formal or informal discussions, phone calls and emails to the Participant and /or the Participant's family.
 - 6.2.1 Direct therapy Supports are considered to be Individual Supports when the Support is provided to the Participant in a "one on one" situation, regardless of environment. This may include the provision of Individual Support within a period of time rostered for the provision of Group Supports.
 - 6.2.2 Direct therapy Supports are considered to be Group Supports when the Support is provided to two or more participants simultaneously.
- 6.3 Non-face-to-face therapy Supports do not involve CPEC interacting directly with the Participant and/or the Participant's family or community. This includes the communication associated with providing and/or coordinating the Participant's Supports, such as writing reports, making phone calls and emailing the participant, the participant's family or third parties.
 - 6.3.1 The Participant will be informed of the required non-face-to-face Supports prior to provision of the non-face-to-face Support.
 - 6.3.2 The Participant will be informed when non-face-to-face Supports have been completed.
 - 6.3.3 The Participant agrees to fund NDIA required reports, including:
 - 6.3.3.1 The development of a Participant Support Plan and associated risk assessment evaluations, outlining the participant's goals / objectives / aspirations, expected therapy outcomes and details of support to be provided; on commencement of

services with CPEC or upon the commencement of a Participant's new NDIS Plan period.

6.3.3.2 The development of a Plan Review Report, outlining functional outcomes against the originally stipulated goals and making recommendations for ongoing therapy and assistive technology supports; as required for a Participant's NDIS Plan review.

6.3.3.3 The development of Assistive Technology Prescription Forms to communicate Assistive Technology recommendations to the NDIA for funding.

6.4 Some of the Supports CPEC provides can only be funded by the NDIS when the Participant chooses to Self Manage specific elements of the Participant's NDIS Plan. CPEC will inform the Participant when this is relevant to their requested Supports.

7. Support items requiring travel

7.1 If the Participant's supports require the therapist to travel from CPEC, such as to home or a community setting, the therapists time and distance costs are billable at the rates outlined in the NDIS price guide.

7.2 The Service Agreement outlines the reasonable estimate cost for the therapist to travel to and from CPEC to the requested location. This is a quote only.

7.3 CPEC bills for travel as follows:

7.3.1 CPEC bills the actual time, distance (\$0.85 per kilometre) and any other associated travel costs (e.g. road tolls and parking) taken for the therapist to travel to attend the appointment.

7.3.2 For the last community visit before returning to CPEC, or for the last visit of the day, the therapist bills for the time to return to CPEC or to return home (whichever is smaller).

7.4 For Participants who are NDIA or Plan Managed and the reasonable estimate of travel time exceeds 30 minutes, therapist travel can only occur with the CEO's permission.

7.5 CPEC will attempt to minimise travel costs for all Participants by scheduling appointments that permit efficiency in visits around similar post codes and centres as far as is practical.

7.6 If travel is detailed in the Summary of Supports the Participant agrees to the cost of this Support.

8. Prior to Support provision

8.1 Before any support provision will be provided by CPEC, this Service Agreement must be completed, signed by both Parties and returned to CPEC.

8.2 Additionally:

8.2.1 If the Participant chooses to have NDIA manage the therapy related elements of the Participant's plan, a service booking covering the amount outlined in the Summary of Supports must be established and confirmed on the NDIA My Place Portal by CPEC. Unless the Participant advises CPEC in writing, the Participant agrees that CPEC is authorised to make and accept service bookings for amount outlined in the Summary of Supports on the Participant's behalf.

8.2.2 CPEC recommends that if the Participant chooses to have a Financial Intermediary manage the therapy related elements of the Participant's plan, that the Participant's Service Agreement with the Participant's Financial Intermediary is established prior to any Support provision by CPEC, to ensure the Participant can access NDIS funding for the Supports provided by CPEC.

9. Recording of the provision of Support

- 9.1 Direct Supports provided as Individual Supports, as outlined in clause 6.2.1
- 9.1.1 The Direct Supports provided as Individual Supports to the Participant will recorded on the Participant's Support Log for Individual Supports.
- 9.1.2 On completion of each item, or part thereof, of direct individual Support, the date and time taken will be recorded and signed by the CPEC staff member who provided the Support, under the actual support delivery column.
- 9.1.3 Typically a one hour provision of supports will include 45 minutes of direct service and 15 minutes of clinical note working and / or writing of taking home recommendations for the Participant.
- 9.2 Direct Supports provided as Group Supports as outlined in clause 6.2.2
- 9.2.1 The Direct Supports provided as Group Supports to the Participant will be recorded on the Roster of Group Supports relevant to the Participant.
- 9.2.2 CPEC will sign the Roster of Group Supports upon attending a group Support.
- 9.3 Non-face-to-face Individual Supports
- 9.3.1 The non-face-to-face Supports provided to the Participant will recorded on the Participant's Support Log for Individual Supports.
- 9.3.2 On completion of each item, or part thereof, of direct individual Support, the date and time taken will be recorded and signed by the CPEC staff member who provided the Support, under the actual support delivery column.
- 9.4 CPEC recommends Participants review their invoices prior to payment, as payment of the invoice acknowledges accurate recording of delivered services.

10. Review of Supports

- 10.1 At a minimum, this Service Agreement and the Participant's Supports will be reviewed annually, on the review date of the Participant's 12 monthly NDIS plan.
- 10.2 Both Parties can request a review of the Participant's ongoing needs at any time; so that both Parties can discuss whether CPEC can still provide the Supports the Participant requires. At the end of a review, CPEC will advise the Participant if CPEC can continue to provide the Supports the Participant requires.

11. Re-allocation, Reduction, Addition or Suspensions of Supports

- 11.1 CPEC understands that the Participant's needs and goals may change over the period of the Service Agreement. Changes to Supports will form part of the Participant's Supports to be provided in accordance with this Service Agreement.
- 11.2 Reallocation of planned Supports
- 11.2.1 Reallocation or re-distribution of the Supports outlined in the Summary of Supports can only occur after consultation between both Parties.
- 11.2.2 The total amount of reallocated Supports must be equal to, or less than the total amount of originally planned Supports.
- 11.2.3 CPEC staff time must be available for reallocation to occur.
- 11.2.4 The reallocation of planned Supports is documented on the Participant's Support Log for Individual Supports.

- 11.3 Reduction of planned Supports
- 11.3.1 Both Parties can request a reduction of Supports at any time, by providing 14 days notice in writing to the other Party.
- 11.3.2 The reduction of planned Supports is documented on the Participant's 'Support Log for Individual Supports'.
- 11.4 Addition of planned Supports
- 11.4.1 Both Parties can request an addition of planned Supports to the current service agreement at any time.
- 11.4.2 CPEC makes no guarantee regarding the availability of CPEC to provide additional Support or to extended Supports.
- 11.4.3 The request for additional supports must occur in writing.
- 11.4.4 CPEC will confirm and the confirmation of the inclusion these additional supports to the service agreement must occur in writing to become valid.
- 11.5 Suspension of planned Supports
- 11.5.1 Both Parties can request a suspension of planned Supports at any time, by providing 14 days notice in writing to the other party
- 11.5.2 If the Participant suspends Supports, the Participant will advise CPEC in writing when they expect to re-commence Supports.
- 11.5.3 CPEC may immediately alter or suspend delivery of the Participant's Supports if:
- 11.5.3.1 In CPEC's opinion the Participant, the Participant's family or the Participant's home poses an occupational health and safety risk to CPEC staff. If this occurs, CPEC will advise the Participant of any action that must be taken to resolve the hazard or risk;
- 11.5.3.2 CPEC is unable to engage a staff member who is able to meet the Participant's Support needs;
- 11.5.3.3 The Participant's eligibility as an NDIS Participant changes during the time CPEC is providing Supports;
- 11.5.3.4 The Participant owes CPEC fees and charges which have not been paid within 14 days or by the due date;
- 11.5.3.5 The Participant does not meet the cancellation terms in this Agreement on three or more occasions in any rolling three month period, as per clause 12.
- 11.5.4 If CPEC alters or suspends the Participant's Supports, CPEC will advise the Participant in writing and provide the Participant with the associated reasons.
- 11.5.5 If CPEC has suspended the Participant's Supports, CPEC will resume provision of Supports as soon as possible once any issues have been resolved.

12. Cancellation & Absenteeism

- 12.1 CPEC requests that the Participant arrives promptly and attend all sessions booked.
- 12.2 If the Participant cancels their appointment on "short notice" or fails to attend an appointment without notice, CPEC will charge a cancellation fee of 100% of the price of the cancelled appointment(s). Note: estimated travel costs are included as part of the cancellation charge.
- 12.3 "Short notice" is defined as the Participant providing less than 2 clear business days' notice of the cancellation.
- 12.4 No Show

12.4.1 Where the Participant fails, without notice, to keep the scheduled appointment, or arrive within reasonable time, CPEC will make reasonable efforts to contact the Participant to determine if there is an additional problem, such as an accident.

12.5 Repeated Absenteeism

12.5.1 In the case of repeated cancellations or absenteeism, defined as when the Participant cancels or short notice or does not show up to an appointment 5 times within a three month period, CPEC will contact the Participant to clarify expectations of Support provision.

12.5.2 If no contact is possible or if discussions fail to achieve a reasonable solution for Support provision, CPEC has the right to end any existing Service Agreement and refuse any further Support requests.

13. Terms of Payment

13.1 The Participant is responsible for ensuring that there are adequate funds within the Participant's NDIS Plan to meet the requested Supports, prior to signing this Service Agreement and throughout the NDIS plan period.

13.2 The Participant is responsible for the payment of CPEC fees and charges for the Supports provided to the Participant by CPEC, whether they are paid directly, through a funding body or a financial intermediary.

13.3 Payments to CPEC to be made according to the following terms:

13.3.1 For NDIA and Plan Managed Participants: Payments to CPEC must be made according to the terms stated on the invoice (usually 14 days, EFT preferred).

13.3.2 For Self-Managed Participants accessing the CPEC Transdisciplinary Group program and associated individual services: Payments to CPEC must be made according to the terms stated on the invoice (usually 14 days, EFT preferred).

13.3.3 For Self-Managed Participants accessing only individual services: Payments to CPEC must be made on the day.

13.4 If the Participant chooses to have NDIA manage the therapy related elements of the Participant's plan, CPEC will claim payment for the Supports provided directly from the NDIA. If CPEC is unable to claim payment from the NDIA for some reason, CPEC may invoice the Participant directly for any unpaid fees and charges.

13.5 If the Participant chooses to Plan Manage or Self Manage the therapy related elements of the Participant's plan, CPEC will directly invoice the Participant for the Supports provided.

13.6 If this Service Agreement is ended for any reason, the Participant will be required to pay all outstanding fees and charges.

13.7 For any concerns in relation of payment, please contact CPEC's finance team at accounts@cpec.org.au

14. Goods and Services Tax (GST)

14.1 The Supports covered by the Participant's NDIS Plan will generally be GST free. For the purposes of GST legislation, the Parties confirm that:

14.1.1 a supply of Supports under this Service Agreement is a supply of one or more of the reasonable and necessary Supports specified in the statement included, under subsection 33(2) of the *National Disability Insurance Scheme Act 2013* (NDIS Act), in the participant's NDIS plan currently in effect under section 37 of the NDIS Act;

- 14.1.2 the Participant’s NDIS plan is expected to remain in effect during the period the Supports are provided; and
- 14.1.3 the Participant will immediately notify CPEC if the Participant’s NDIS Plan is replaced by a new Plan or the Participant stops being a participant in the NDIS.
- 14.2 Words used in this section that have a specific meaning in the GST law (as defined in the A New Tax System (Goods and Services Tax) Act 199 (Cth)) have the same meaning in this section.

15. Overdue Fees

- 15.1 If the Participant owes CPEC fees that have not been paid in within 14 Days of the due date, CPEC may suspend or alter the provision of Supports. If this occurs, CPEC will advise the Participant in writing and CPEC may refuse requests for future Supports.
- 15.2 If the fees remain unpaid for an additional 14 Days, CPEC may choose to end this Service Agreement. If this occurs CPEC will advise the Participant in writing that this Service Agreement has been ended and CPEC may refuse requests for future supports. Additionally CPEC may pursue appropriate legal action to claim fees owed.

16. Collection and use of information and Third Party Consent

- 16.1 CPEC collects, uses and discloses personal information in accordance with The Privacy Act (1988) and the Australian Privacy Principles. This is reflected in CPEC’s Privacy Policy, available on the CPEC website at: <https://cpec.org.au/about-us/board-report-policies/>
- 16.2 The Participant gives permission for CPEC staff to share relevant and appropriate information about the Participant and the Participant’s therapy services with other third parties (detailed below) involved in the Participant’s care.
- 16.3 For the purposes of this consent “third parties” are understood to be those individuals or companies, that the Participant has / is / will be attending, that fall into one of the following categories:
- 16.3.1 The NDIA
 - 16.3.2 Hospital / Medical
 - 16.3.3 Allied Health / Therapy Providers
 - 16.3.4 Clinical Equipment Suppliers / Assistive Technology Suppliers
 - 16.3.5 Schools / Kindergartens / Preschools / Childcare / Community Educational Settings
 - 16.3.6 Community settings
 - 16.3.7 As required by law
- 16.4 If a third party wishes CPEC to share information and they do not fit in the above categories, CPEC will refuse their request until we have contacted the Participant for permission.
- 16.5 The Participant can set restrictions on who CPEC shares information with.
- 16.6 When completing their first service agreement with CPEC, the Participant must complete the Third Party Consent section of the service agreement and outline any conditions or restrictions.
- 16.7 If a Participant withholds consent, CPEC may withdraw services due to an inability to perform its role.
- 16.8 Third party consent and any associated conditions are considered to be perpetual or ongoing unless altered by the Participant.
- 16.9 The Participant can alter their consent at any time by:
- 16.9.1 Contacting CPEC in writing at info@cpec.org.au
 - 16.9.2 Completing a Third Party Consent Form.

16.9.3 Updating the third party consent on a CPEC Service agreement.

17. Ending this Service Agreement

- 17.1 As well as the Participant's other rights under this Service Agreement or at law, the Participant may end this Service Agreement by notice in writing if:
- 17.1.1 The Participant gives CPEC 14 days written notice that the Supports are no longer required; and/or
 - 17.1.2 CPEC breaches a material term of this Service Agreement and the breach cannot or is not remedied within 14 days of being requested in writing to do so.
- 17.2 As well as CPEC's other rights under this Service Agreement or at law, CPEC may end this agreement by notice in writing if:
- 17.2.1 CPEC is required to modify the terms of this Service Agreement by law or by the requirements of the NDIS.
 - 17.2.2 CPEC has suspended or altered the Participant's Supports and the Participant is unable or unwilling to remove the hazard or risk that caused the suspension or alteration. In this case the Service agreement is ended immediately;
 - 17.2.3 The Participant or any person associated with the Participant uses any form of aggressive, abusive or bullying behaviour. In this case the Service agreement is ended immediately and may result in legal action;
 - 17.2.4 CPEC gives the Participant 14 days written notice;
 - 17.2.5 The Participant breaches a material term of this Agreement and the breach cannot be remedied or the Participant does not remedy it within 14 days of being requested by CPEC in writing to do so; and/or
 - 17.2.6 The Participant breaches the cancellation policy in accordance with clause 12

18. Feedback, complaints and dispute resolution

- 18.1 CPEC values feedback and takes all feedback, concerns and issues seriously.
- 18.2 If a family or Participant is unhappy with a situation or service or has a complaint, they may discuss the issue with their therapist, NDIS Manager or CEO; or follow the written procedures documented in Clause 18.3
- 18.3 CPEC's feedback forms, complaints forms and complaint policy are available on CPEC's website at: <https://cpec.org.au/about-us/board-report-policies/>
- 18.4 Please note that CPEC is a safe and respectful environment and any forms of aggressive, abusive or bullying behaviour will not be tolerated and may result in immediate suspension of the Participant's Supports or ending this Service Agreement.
- 18.5 If the Participant is not satisfied with CPEC's response or does not wish to raise concerns with CPEC, the Participant can contact the NDIA by calling 1800 800 110, visit one of the NDIA's offices in person, or visit [ndis.gov.au](https://www.ndis.gov.au) for further information.

19. Responsibilities of CPEC

- 19.1 CPEC agrees to:
- 19.1.1 Deliver Supports to the Participant in a manner that meets that helps the Participant to build the Participant's capacity to meet the Participant's needs and helps enable the Participant to achieve their goals

- 19.1.2 Take its role in the protection of children very seriously and adheres to all relevant legislation, policy and practice around Child Safe standards.
- 19.1.3 Protect the Participant's rights as a CPEC Client to:
 - 19.1.3.1 Access CPEC services;
 - 19.1.3.2 Receive safe personalised support;
 - 19.1.3.3 Be shown courtesy and respect, and to be treated with dignity and consideration.
To receive care in a way that respects culture and values;
 - 19.1.3.4 Be communicated with in a clear, open and honest manner, using an interpreter where required;
 - 19.1.3.5 Be included in decisions, ask questions and to make choices about priorities;
 - 19.1.3.6 Privacy and confidentiality of personal information, except where it is required by law to provide it.
 - 19.1.3.7 A right to decide whether to be included in educational or promotional materials.
- 19.1.4 Review the Participant's provision of Supports on a regular basis;
- 19.1.5 Collaborate with the Participant to provide Supports in manner that is safe and meaningful to the Participant;
- 19.1.6 Listen to the Participant's feedback and resolve problems quickly;
- 19.1.7 Give at least 24 hours' notice if CPEC has to change a scheduled appointment to provide Supports. However, if this is not reasonably achievable, CPEC will contact the Participant as soon as possible;
- 19.1.8 Provide the Participant with 14 Days notice if CPEC needs to end the Service Agreement;
- 19.1.9 Protect the Participant's privacy and confidential information in accordance with CPEC's Privacy Policy and applicable laws;
- 19.1.10 Provide Supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act 2013 and rules, and the Australian Consumer Law; keep accurate records on the Supports provided to the Participant; and
- 19.1.11 Issue regular invoices and statements of the Supports delivered to the Participant as per the NDIS Terms of Business for Registered Providers.

20. Responsibilities of the Participant

- 20.1 The Participant agrees to:
 - 20.1.1 Help uphold CPEC position of protecting all children by adhering to all relevant CPEC Child Protection policies and practice
 - 20.1.2 Ensure that in exercising the Participant's rights, the Participant they does not restrict the rights of others.
 - 20.1.3 Actively and collaboratively work with CPEC to share information, plan, deliver and review Supports in a manner that is meaningful to the Participant;
 - 20.1.4 Talk to CPEC if the Participant has any concerns about the Supports being provided;
 - 20.1.5 Actively participate in the learning opportunities provided by CPEC;
 - 20.1.6 Be aware that to achieve best outcomes for the Participant, CPEC recommends embedding strategies into everyday life and routines, across all of the settings the Participant attends.

- 20.1.7 Commit to training others involved with the Participant, for example other family members, educational staff or caretakers not already directly involved with the therapy services.
- 20.1.8 Be courteous and respectful to all staff, volunteers, visitors and other families regardless of age, ethnicity, experience, culture, religion, or other human rights factors.
- 20.1.9 Be considerate and respectful of the confidentiality, privacy and wellbeing of everyone involved in the delivery of Supports. This includes the use of social networking sites and other information technology mediums.
- 20.1.10 Respect the boundaries of the therapist/s involved in the delivery of Supports, in particular, the therapist's case load and working hours and the publication of the therapist's images on social media.
- 20.1.11 Advise CPEC immediately if the Participant's NDIS plan is suspended or replaced by a new NDIS plan or the Participant stops being a Participant in the NDIS;
- 20.1.12 Contribute to providing a safe environment within in the centre, at home and in the community.
- 20.1.13 Comply with all laws while CPEC is providing Supports.
- 20.1.14 Participate in vital fundraising and volunteer opportunities for CPEC. This assists CPEC in providing ongoing therapy services for all families.
- 20.1.15 Look after CPEC owned equipment and return it clean and with all parts intact. If damage occurs advise CPEC immediately, even if this is an accident.
- 20.1.16 Provide CPEC with the Working with Children's Checks of any non-family member assisting them during their Support provision at CPEC.

21. Multi-media consent

- 21.1 This consent is given to CPEC to take and use photographs and videos of the Participant for official purposes.
- 21.2 For the purposes of this consent "official purposes" are understood to be purposes that fall into one of the following categories:
 - 21.2.1 Clinical Purposes
Clinical purposes relate to materials taken of the Participant attending CPEC services for the purpose of documenting and monitoring their development. This information is not released publically and only CPEC clinicians and therapy students on clinical placement at CPEC have permission to view the materials. This material is treated as health care information.
 - 21.2.2 Educational Purposes
Educational purpose relates to materials taken of the Participant, usually in clinical settings, for CPEC's face-to-face and online educational services. These services are attended / accessed by educational staff, clinicians and parents and other relevant parties, who access the materials following a registration process.
 - 21.2.3 Fundraising and marketing purposes
Fundraising and marketing purposes relate to official CPEC hardcopy, electronic and web-based materials used to assist in sourcing donations and promoting CPEC and its services. Examples are photos and videos used on social media, YouTube, CPEC's website, and in posters, brochures and flyers.
- 21.3 If CPEC wishes to take or use photographs / videos of the Participant for purposes that do not fit in the above categories, CPEC will contact the Participant for permission.

- 21.4 The Participant can set restrictions on how CPEC uses their photographs / video.
- 21.5 When completing their first service agreement with CPEC, the Participant must complete the Multimedia Consent section of the service agreement and outline any conditions or restrictions.
- 21.6 If a Participant withholds consent for the use of multimedia for clinical purposes, CPEC may withdraw services due to an inability to perform its role.
- 21.7 Multimedia consent and any associated conditions are considered to be perpetual or ongoing unless altered by the Participant.
- 21.8 The Participant can alter their consent at any time by:
 - 21.8.1 Contacting CPEC in writing to info@cpec.org.au
 - 21.8.2 Completing a General Multimedia Consent Form.
 - 21.8.3 Updating the multimedia consent conditions on a CPEC Service agreement.