

# NAPA CENTRE - TERMS AND CONDITIONS

This agreement is made between NAPA Centre Pty Ltd and the below patient and representative parent/guardian for the purposes of providing therapeutic supports. Supports are defined as any assessment, training, therapeutic intervention, reports or equipment scripting or any other services provided to the below by NAPA Centre Pty Ltd.

The agreement commences from the listed agreement start date and will remain in effect until the listed agreement end date or until either party requires the listed party to be reviewed or terminated. NAPA may review and amend these terms and conditions at any time and in doing so, will advise the below parties of any changes.

**Patient Full Name:**

**Patient Date of Birth:**

**Patient Address:**

**Full Name of Person (Parent/Guardian) Giving Authorisation:**

**Relationship:**

**Parent/Guardian Date of Birth:**

**Additional Parent/Guardian Date of Birth:**

**Relationship:**

**Primary Parent/Guardian Signature:**

**Date:**

Please let us know if there is anyone you would prefer us to NOT share patient information with:

**Details:**

# INFORMED CONSENT

NAPA Centre provides a specialised intensive exercise program for adults and children with developmental, neurological, sensory, behavioural, cognitive, orthopedic and other types of disabilities.

As one might expect, there is some element of risk involved with any physical activity, fitness, intense exercise program, and the use of all exercise equipment including, but not limited to the NeuroSuit, CME related equipment, vibration plate, sensory equipment and the SpiderCage. Although the risk is greatly reduced with the use of safety equipment, proper supervision, training, and skilled trainers, there still remains the risk of injury during participation in activities including but not limited to soreness, bruising, bodily injuries, muscle strain, fractures, and even death. Therefore, it is necessary to get your permission to allow your child to participate in the program provided by NAPA Centre.

Signing this document hereby releases NAPA Centre owners, directors, employees, students & volunteers from any liability, claims, demands and causes of action, now, or in the future, resulting from soreness, bruising, bodily injuries, muscle strain, fractures, and even death, however caused, occurring during, or after your child's participation.

By signing this Informed Consent for Participation Waiver, you hereby affirm that you have fully read the above statements and understand the inherent risks involved with participation in the programs and agree/give permission for your child to participate.

You have been informed of risks and complications that may occur and alternatives that may be available. You acknowledge that no guarantees, or assurances have been made to you or your child concerning the results intended from the treatment.

In signing this document, you hereby affirm that you have read and fully understand the above statements. I agree to indemnify and defend NAPA Centre against all claims, causes of action, damages, judgments, costs or expenses, including attorney/legal fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of NAPA Centre.

By signing below, I acknowledge that I have read and agree to the above Terms and Conditions and I hereby assume any and all express and implied risks associated with treatment/therapy at NAPA Centre.

**Primary Parent/Guardian Signature:**

**Date:**

# AUDIO VISIAL RELEASE WAIVER

I hereby authorise the NAPA Centre to use the photographs and/or videos taken of my minor child, or myself, during the therapy/exercise sessions, or any other activities or functions at NAPA Centre. The use of photos or videos by NAPA Centre may be through mass media, displays, brochures, websites, social media, or other means of communication is strictly voluntary and is not paid for, endorsed, or compensated in any way.

Authorisation: I authorise the use and disclosure of my child's name, photographic/video images, and/or testimonial for marketing purposes by NAPA Centre PTY LTD and/or NAPA Center Inc. I understand that information disclosed pursuant to this authorisation may be subject to disclosure and may no longer be protected by AHPRA privacy regulations.

Purpose: The photographic/video images, and/or testimonial will be used for: Social Media and/or Advertising

Revocability: I understand that I may revoke this authorisation at any time, but such revocation must be in writing and received by the practice via registered mail. Revocation affects disclosure moving forward and is not retroactive.

This authorisation expires 99 years from date signed. I understand that the clinic cannot condition treatment on whether or not I sign this authorisation.

Unless decline is selected, by signing below, I acknowledge that I have read and agree to the above Terms and Conditions.

**Primary Parent/Guardian Signature:**

**Date:**

I decline the terms and conditions of the photo release waiver.

**Primary Parent/Guardian Signature:**

**Date:**

## MEDICAL TREATMENT AUTHORISATION

I, the undersigned parent/guardian, hereby grant NAPA Centre Pty Ltd., of 2 Lincoln St, Lane Cove West, NSW, 2066, the authority to obtain medical treatment for the following child:

**Patient Full Name:**

**Date of Birth:**

**The above care provider shall have authorisation to:**

Obtain medical treatment and procedures for the child as may be appropriate in emergency circumstances, including treatment by doctor (GP), medical specialist, hospital, ambulance service, and clinic personnel, and other appropriate health care providers.

This grant of temporary authority shall begin on the below date and shall remain effective until terminated by the under-signed.

**IN THE CASE OF EMERGENCY:**

In case of emergency, NAPA Centre will first contact the primary listed parent(s)/guardian. If the parent(s)/guardian cannot be reached, NAPA can contact the following secondary contacts, or general practitioner, whomever can be reached first:

**Secondary Contact 1:** **Phone Number:**

**Secondary Contact 2:** **Phone Number:**

**Name of General Practitioner:** **Phone Number:**

**Hospital or Clinic Name:** **Phone Number:**

By signing below, I acknowledge that I have read and agree to the above Terms and Conditions.

**Primary Parent/Guardian Signature:**

**Date:**

## CONSENT FOR USE AND DISCLOSURE OF HEALTH INFORMATION

**Purpose:** In cases where NAPA Centre has directed not to rely on acknowledgements as a basis to use or disclose health information, this form is used to obtain a patient's consent for our use and disclosure of the patient's protected health information to carry out treatment, payment activities, and healthcare operations, as described more fully in our [Privacy Policy](#).

It should be noted that NAPA staff may only view, access, use and disclose personal health information when it is necessary for them to do so to carry out their work duties.

**Purpose of Consent:** By signing this form, you will consent to our use and disclosure of your protected health information to carry out treatment, payment activities, and healthcare operations.

**Notice of Privacy Practices:** You have the right to read our Privacy Policy before you decide whether to sign this Consent. Our Policy provides a description of the uses and disclosures we may make of your protected health information, and of other important matters about your protected health information. We encourage you to read it carefully and completely before signing this Consent. We reserve the right to change our privacy practices as described in our Privacy Policy. If we change our privacy practices, we will issue a revised Privacy Policy, which will contain the changes. Those changes may apply to any of your protected health information that we maintain.

**Right to Revoke:** You will have the right to revoke this Consent at any time by giving us written notice of your revocation. Please understand that revocation of this Consent will not affect any action we took in reliance on this Consent before we received your revocation, and that we may decline to treat you or to continue treating you if you revoke this Consent.

By signing below, I acknowledge that I have read and agree to the above Terms and Conditions

**Patient Full Name:**

**Date of Birth:**

**Name of Person Giving Authorisation:**

**Primary Parent/Guardian Signature:**

**Date:**

## NAPA CENTRE GUIDELINES AND RULES

NAPA Centre is a place of wellness, health, and optimism. Appropriate behavior and respectful language by all parties is expected in order to promote the best healing environment for our patients and their families. Siblings or various family members are not permitted to use the therapy gym as a play area. They may be asked to leave the therapy gym or premises if they are creating a disturbance or distraction.

NAPA Centre is a teaching facility: visiting licensed physical and occupational therapists may be incorporated into treatment with you or your child as part of the practitioner's learning experience. Physiotherapy, Occupational, and Speech Therapy Students/Interns may be incorporated into the treatment schedule either with direct supervision or indirect supervision based on the student's competency level; but the student/intern will never direct care until he/she has demonstrated appropriate competency to the assigned clinical instructor. NAPA

Centre utilises the assistance of physical and occupational therapist aides, but they are always under direct supervision of a licensed practitioner.

NAPA Centre practitioners will utilise all therapeutic modalities that the patient demonstrates amenability to, including but not limited to: - Therapeutic Exercise and Activities - Neuromuscular Re-education - Manual Therapies - Gait Training - Electrical Stimulation - Ice/Heat. NAPA Centre therapies may be physically demanding beyond what you or your child is used to, but the patient's management and safety is always paramount.

It is typical for you or your child to have soreness, redness, bruising, or skin irritation following some interventions, such as application of the NeuroSuit, or manual cueing during therapeutic activities; but the patient and/or parents or guardians may always discuss said interventions in order to cease or reduce the aforementioned impairments.

Parents and/or guardians are welcome to attend therapy sessions; however, if the presence of the parents or guardians hinders therapeutic progress, the supervising practitioner may ask the parents or guardians to leave the immediate area.

NAPA Centre practitioners attempt to maintain fluidity during the treatment duration at all costs; but scheduling requirements may call for therapists to change patients if necessary. Although therapists may switch patients during a treatment session, the patient's goals and plan of care will not change.

NAPA Centre practitioners will not disclose patient information to anyone without consent from the parents, guardians, and/or patients.

By signing below, I acknowledge that I have read and agree to the above Terms and Conditions.

**Primary Parent/Guardian Signature:**

**Date:**

## FINANCIAL RESPONSIBILITY STATEMENT

The medical and therapy services you seek imply a financial responsibility on your part, or on your nominated Parent/Guardian. This responsibility obligates you to ensure payment in full for the services you receive. If someone else (parent, spouse, domestic partner, etc.) is financially responsible for incurred expenses, please share this policy with them, as it explains our practices regarding patient billing.

By signing below and/or by receiving allied health services from Napa Centre you agree:

1. You acknowledge and agree to the FINANCIAL POLICIES of Napa Centre. These policies may be changed from time to time by Napa Centre, without notice. If there is any conflict between the FINANCIAL POLICIES and this FINANCIAL RESPONSIBILITY STATEMENT, the FINANCIAL POLICIES shall control.
2. You are ultimately responsible for all payment obligations arising out of your treatment or care and guarantee payment for these services.

3. Third Party Payments: If a Third Party is authorised to complete payment for incurred expenses on your behalf (eg. NDIS, Plan Manager, Charity, Trust) you agree to provide NAPA Centre with all contact information and give NAPA Centre permission to contact them for the purposes of payment. If they are unable to provide financial security, financial responsibility returns to the nominated Parent/Guardian.
4. Payment terms: Payment of any account balance is due at the NAPA Centre within thirty (30) days of receipt of your tax invoice. If any balance on your account is over ninety (90) days past due, your account will be in default and auto referred to a collection agency. The balance of any account not paid within ninety (90) days will begin to accrue interest at the rate of 1.5% per month or the maximum allowed by applicable law, whichever is lower.
5. Additional Charges: Patients may incur and are responsible for the payment of additional charges at the discretion of NAPA Centre including but not limited to: (i) charges for returned cheques; (ii) charges for a missed appointments as per cancellation policy; (iii) charges for phone consultations; (iv) charges for copying and distribution of patient medical records; (v) charges for extensive forms preparation or completion; (vi) any costs associated with collection of patient balances, all as allowed by law; (vii) refund processing fees; (viii) cancellation or therapy transfer charges.
6. Non-payment of Account. Should collection proceedings or other legal action become necessary to collect an overdue account, you understand that Napa Centre has the right to disclose to an outside collection agency or attorney all relevant personal and account information necessary to collect payment for services rendered. You are responsible for all costs of collection including, but not limited to: (i) late fees and charges and interest due as a result of such delinquency; (ii) all court costs and fees (but only to the extent allowed by law); and (iii) a collection fee to be charged under separate agreement with a third-party collections agency, either as a flat fee or computed as a percentage of the total balance due up to the maximum allowed by applicable law, and to be added to the outstanding balance due and owing at the time of the referral to the third party collection agency. You acknowledge that any such interest assessed on the account will be a late fee as a result of default or delinquency on your account and is not deemed interest as part of a credit transaction. If your account is referred to a collection agency, attorney, court, or the past due status is reported to a credit reporting agency, it may have an adverse effect on your credit history; and related portions of your account, including the fact that you received treatment at our offices, may become a matter of public record. Failure to comply with any of these policies may also result in a Credit Withdrawal of Care.
6. Minor Patients. The parent/guardian of a minor is responsible for payment of the minor's account balance. Responsibility for payment of treatment of minor children, whose parents are divorced, rests with both parents. Any court-ordered responsibility judgment must be determined between the individuals involved, without the inclusion of Napa Centre.
7. Authorisation to Contact. You authorise Napa Centre personnel to communicate by mail and/or e-mail according to the information provided in your patient registration information. Napa Centre, or any agent or servicer of your patient account, may use any information you have provided, including contact information, e-mail addresses, cell phone numbers, and landline numbers, to contact you for purposes related to your account, including debt collection. You authorise Napa Centre to use this information in any manner consistent with the information you have provided, including mail, telephone calls, e-mails, or text messages. You expressly consent to any such contact being made by the most efficient technology available, including automatic dialing/e-mailing or similar equipment, or pre-recorded or other messages, even if you are charged for the contact.
8. Financial Responsibility Party. By signing as Financial Responsibility statement, you hereby guarantee the full and prompt payment to Napa Centre of all indebtedness of Patient to Napa Centre, whether now existing or hereafter created (the "Indebtedness"); and you further agree to pay all expenses, legal or otherwise, incurred by Napa Centre in collecting the Indebtedness, in enforcing this guarantee, or in protecting its rights under this guarantee or under any other document evidencing or securing any of the Indebtedness. This guarantee shall be a continuing, absolute and unconditional guarantee, and shall remain in force and effect until any and all said

Indebtedness shall be fully paid. There shall be no obligation on the part of Napa Centre at any time to first exhaust its remedies against Patient, any other party, or any other rights before enforcing the obligations of Financial Responsibility Party.

**Acknowledgement**

By signing below, each of the undersigned acknowledges that: (i) I have been provided a copy of the Napa Centre FINANCIAL RESPONSIBILITY STATEMENT; (ii) I have read, understand, and agree to their provisions and agree to the specified terms; (iii) I agree to pay all charges due (or to become due) to Napa Centre for the below Patient's care and treatment, as required or provided pursuant to my insurance plan and/or the insurance plan of another, as applicable; (iv) benefits, if any, paid by a third-party will be credited on the Patient account; (v) regardless of my insurance status or absence of insurance coverage, I am ultimately responsible for the balance on the account for any services rendered; (vi) if I failed to make any of the payment for which I am responsible in a timely manner, I will be responsible for all costs of collecting the money owed, including court costs, collection agency fees, and attorneys' fees (to the extent allowed by law); and (vii) failure to pay when due may subject me to late payment charges and can adversely affect my credit report.

By signing below, I acknowledge that I have read and agree to the above Terms and Conditions.

**Primary Parent/Guardian Signature:**

**Date:**



# NAPA PAYMENT & CANCELLATION POLICY

## INTENSIVE THERAPY

All intensives must be fully paid 30 days in advance of the session start date. Alternatively, a valid NDIS service booking must have been successfully made on your behalf. In the event of a cancellation of an intensive, the following will apply:

- **30+ Days Prior to the session start date:** A cancellation fee of \$500 will be charged OR 90% of 3 sessions if a NDIS managed plan is being used.
- **0-29 days prior to the session start date:** A cancellation fee of \$1000 will be charged OR 90% of 6 sessions if a NDIS managed plan is being used.
- **Within an intensive period:** Should all pre-arranged intensive sessions not be completed or not attended, a \$90 cancellation fee will be charged for each session missed. Any missed sessions due to illness that are NOT supported with a medical certificate or not advised by 7.30am on the day of the appointment will also incur this fee.

Any unused credit (minus cancellation fees) may be transferred onto future sessions with no further charge. Should a refund be required for unused credit, a 3% processing fee will be charged.

## WEEKLY THERAPY

All weekly therapy sessions must be fully paid on the date of treatment. If your child is NDIS Managed, a NAPA Service Agreement must be completed in advance and a session fee will be processed on the day of each appt. If cancelling due to your child's illness, we request notice by at least 7.30am on the day of the appointment and *we may ask for a medical certificate to be produced*. If your child is ill, please do not bring them to NAPA as we do not want to put any other children, families or therapists at risk. We reserve the right to refuse therapy if we deem your child not well enough to start or complete their session.

NAPA Centre requires notice by 7.30am of the day of the appointment if the patient will not be attending the scheduled therapy appointment time. If notice is not given by 7.30am on the morning of, NAPA Centre will charge a fee of \$90 for each therapy session missed. Due to the extensive wait lists we have for our weekly sessions; we can only allow the cancellation of up to 3 weeks of appointments within a 6-month period. After this, your child will need to be moved back onto our waitlist. If you need to cancel all on-going appointments, we do require 14 days-notice, or a cancellation fee per cancelled appointment will apply.

## NAPA THERAPIST ABSENCE

If one of your therapists becomes absent during a scheduled therapy session, we may need to adjust your child's schedule to accommodate. If we are unable to provide an alternate therapist, we will attempt to schedule for another time. Any unused credit may be used on a future session or be refunded.

By signing below, I acknowledge that I have read and agree to the above Terms and Conditions.

**Primary Parent/Guardian Signature:**

**Date:**