

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/DMI related equipment, Neuromuscular re-education, vibration plate, sensory equipment and the SpiderCage. Although the risk is greatly reduced with the use of safety equipment, proper supervision & training, and skilled therapists, 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.

By signing this informed consent, you also hereby affirm that you have and will provide NAPA with all relevant information in regards to the treatment of your child, and will continue to provide updated information should any circumstances change. It is important that any new information about your child is provided in a timely manner and that you comply with any requests for specific information including bone density tests, the status of their hip and/or spine or requests for medical clearance if required.

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.

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 VISUAL RELEASE

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 advertising, websites, social media, or other means of communication is strictly voluntary and will not be compensated in any way.

Authorisation: I authorise the use and disclosure of my child's name, photo/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.

Revocability: I understand that I may revoke this authorisation at any time, but such revocation must be received in writing by the clinic. 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. 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., (ABN 68 67003803) the authority to obtain medical treatment for the following child:

Patient Full Name:

Date of Birth:

NAPA Centre and any of its team members will have authorisation to obtain or organise 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:**

Name of Paediatrician: **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

NAPA Centre is a place of wellness, health, and optimism. Appropriate behaviour 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 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 and trainees may be incorporated into the treatment schedule either with direct supervision or indirect supervision based on their competency level, however students will never direct care until they have demonstrated appropriate competency to the assigned clinical instructor.

The safety and well-being of your child and our therapists is paramount at all times. For this reason, your child's sessions may require additional assistance, especially for transitions or lifts. Where possible, NAPA Centre utilises therapy aides to assist in our sessions, but in the absence of this, may require you to be present at all times to also assist.

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.

If at any time you have any feedback or a complaint about the service you have received at NAPA, you can call NAPA directly, email us at info@napacentre.com.au or arrange a meeting with our management team. You may also provide direct feedback or complaints about NAPA directly to the NDIS via the multiple methods outlined in our service agreement or described on our website.

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 are ultimately responsible for all payment obligations arising out of your treatment or care and guarantee payment for these services.

2. **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 or have insufficient funding to pay for your outstanding debt, financial responsibility returns to the nominated Parent/Guardian.

3. **Overdue Payments:** All payments for services must be completed in line with the payment policy outlined on the next page. Payment of any overdue account balances is due within fourteen (14) days of receipt of your tax invoice. If any balance on your account is over fourteen (14) days past due, your account will be in default and auto referred to a collection agency. The balance of any account not paid within fourteen (14) days will begin to accrue interest at the rate of 1.5% per month or the maximum allowed by applicable law, whichever is lower. NAPA reserves the right to cease the provision of ongoing services if overdue payments are not received or outstanding balances are in excess of \$1000.

4. **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.

5. **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, phone 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.

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, you acknowledge 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 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 PAYMENT

If paying for an intensive session privately or if your child is self-managed, a \$1000 deposit (payable within 7 days of receipt of tax invoice) will be required to secure your place. 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 or NAPA Centre must have received acknowledgment in writing from your plan manager that you have sufficient funds to cover your intensive. You cannot use NDIS or plan managed funds to secure or pay for an intensive that falls outside of your current plan dates, and therefore a deposit or payment may be required from you.

INTENSIVE THERAPY – CHANGES, CANCELLATION POLICY AND CHARGES

Once your deposit is placed or service booking made, you have made a commitment to completing all sessions in the intensive program. In order to get the most out of your child's intensive, it is expected that they attend all scheduled appointments.

To change the date of your session following confirmation, a \$250 fee will apply and this will be strictly subject to availability. Your request to move must be in writing and received no less than 30 days prior to your intensive start date.

If you need to cancel your intensive session, please refer to our cancellation policy below:

- **More than 30 Days prior to the session start date:** A cancellation fee of \$500 will be charged.
- **Within 30 days of your session start date:** A cancellation fee of \$1000 will be charged.
- **For illness in an intensive session:** Once your child has started their intensive, you must attend all pre-booked sessions, unless they become ill. If your child is unwell during the intensive session, please let us know prior to 7.30am on the morning of your appointment, or earlier if possible. You can email info@napacentre.com.au or leave a message on 02 9420 5080. A medical certificate will be required to cover the dates for all missed intensive sessions for cancellation fees to be waived. A cancellation fee of \$100 per therapy session missed will apply to all missed sessions if you do not let us know by 7.30am on the day of the appointments. If no medical certificate is supplied, the full therapy session fee will be applicable.
- **If you need to cancel your intensive for an illness or medical-related reason,** please let us know as soon as possible. In most cases we can be flexible and waive intensive cancellation fees upon presentation of a medical certificate. Any unused credit at the end of an intensive (minus cancellation fees) may be transferred onto future sessions with no further charge.

Should a refund be required for any unused credit, a 3% refund fee will be charged. Refunds may take up to 30 days to be approved and applied.

NAPA Centre Pty Ltd reserves the right to make changes to this cancellation and refund policy from time to time to reflect its own updates, or those of the NDIS.

WEEKLY THERAPY PAYMENT

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.

NAPA reserves the right to cease the provision of ongoing services if outstanding balances are in excess of \$1000.

WEEKLY THERAPY – CHANGES, CANCELLATION POLICY AND CHARGES

NAPA requires 24 hours-notice if you wish to move or cancel your appointment. Short notice cancellations within 24 hours of your appointment time will be charged at \$100 per session missed, and if you cancel on the day of your appointment you will be charged the full session fee. The exception to this rule will be illness related cancellations. If your child is ill and cannot attend their appointment, then cancellation fees may be waived upon presentation of a medical certificate and if you have let us know before 7.30am on the appointment day.

We encourage you to speak with us if the time or day of your weekly session is not working for your family. Due to the extensive wait lists we have for our weekly sessions, any child that routinely misses weekly appointments may have to be moved back onto our waitlist. If cancellations remain an ongoing problem, NAPA Centre reserves the right to discharge the patient.

If you need to take a short-term break from your weekly schedule (such as school holidays), then you must give NAPA at least 7 days notice from the first appointment to be missed. Depending on the situation and the notice you have provided, you may need to pay a cancellation fee of \$100 per session to hold your spot or we may need to move your child back onto the waitlist and resume therapy subject to availability of both parties.

NAPA Centre Pty Ltd reserves the right to make changes to this cancellation and refund policy from time to time to reflect its own updates, or those of the NDIS.

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: