

# Service agreement and Terms & Conditions

Dear Client,

This is a legally binding service agreement between Moyna Talcer and the client. The 'Client' includes the parent/ legal guardian / pupil or child engaging in Occupational Therapy intervention from Moyna Talcer.

It is important that you read this document in full and understand the conditions laid out in the document. Please read in full the terms and conditions. Once you have read them in full please sign and date this form and return it to Moyna Talcer prior to engaging in the therapy process.

By accessing and using this service, you accept and agree to be bound by the terms and provisions of this agreement. Any participation in this service will constitute acceptance of this agreement. If you do not agree to abide by the above, please do not use this service.

Thank you for choosing Moyna Talcer Occupational Therapy service. The conditions written below are designed to provide complete, consistent treatment for your client. These conditions are designed to improve the overall service to clients, families and commissioning partners. Continuity of care is important to maximise the outcomes of the client's therapy. Therefore, the following conditions are used for your appointments:

## 1.0 Enquiry and booking

- 1.1 Initial enquiries (telephone, email and face to face) of up to 20 minutes made to Moyna Talcer Occupational Therapy Service will be free of charge.
- 1.2 Booking for assessment or intervention must be made directly with Moyna Talcer. Please note that an email/ letter or telephone message from either Moyna Talcer or the client confirming the date and time of an assessment appointment will constitute acceptance of the assessment booking and agreement to the terms and conditions.
- 1.3 Full payment is required <u>prior to</u> or <u>on the day</u> of the assessment in cash or BACS (Bank transfer) . If full payment is not received, the report and or findings will not be released or discussed until payment is received in full. Please contact Moyna Talcer for BACS details.



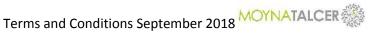
- 1.4 The agreement is between the client and Moyna Talcer Occupational Therapy Service. Terms and Conditions are issued to the client at the time of booking and must be signed and returned to Moyna Talcer prior to the session taking place. Moyna Talcer may make amendments to the current terms and conditions without prior notice to the client.
- 1.5 A week (7 days) prior to assessment taking place, the Occupational Therapist will need to be provided with all relevant information and or available documentation regarding the individual's circumstances and condition, this will include other assessment reports and other professional's reports. This can be scanned and securely emailed to the therapist or sent via mail.

#### 2.0 Assessment

- 2.1 If the client has not been assessed by Moyna Talcer before, a Full Assessment is always recommended so the client will be provided with a clear baseline. This will provide up to date assessment of the client's needs and is in the client's best interests.
- 2.2 A thorough Full Assessment will be an initial session lasting up to three hours, [depending on complexity]. In some circumstances it may be necessary to assess the client over concurrent sessions and this will be discussed and agreed with the instructing party.
- 2.3 Assessments will always aim to include a combination of standardised and non-standardised assessment tools; however there may be circumstances where the client is unable to access these assessment tools. In these circumstances, skilled clinical observations will be used in their place. This can at times require longer observation periods than the Full Assessment typical scenario. Assessment may need to be completed over several sessions and possibly in several environments to gather sufficient data. This will always be carried out with the best interests of the client at the fore front of planning and discussed with the client or instructing party in advance.
- 2.4 Phone call discussions/feedback/consultations will be charged at the hourly rate (£90) or part of the hour charge. For example, if the consultation lasts 15 minutes, the client will be charged £22.50, if the consultation lasts half an hour, the client will be charged £45 and so on.

#### 3.0 Treatment/ Therapy

- 3.1 Subsequent treatment/ therapy sessions generally last 45 minutes face to face with 15 minutes for documentation. The fee for these sessions is £90 per hour of the therapist's total time plus any additional travel time and mileage.
- 3.2 Treatment/ therapy sessions are offered Tuesday, Wednesday and Thursdays from 8.30 am to 5.00 pm. In exceptional circumstances appointments can be arranged outside of these working hours i.e. Saturdays at an extra cost.
- 3.3 Treatment/ therapy sessions will be held in the best location for the client. This can be at the client's home, in the community or at any other location deemed appropriate by the therapist. Therapy environments generally need to be distraction free, have a table and chair suitable for the client and therapist and have enough space for the activities required.
- 3.4 Travel time and mileage will be added to the cost of the session at 60p per mile, so for example if it took the therapist 45 minutes to travel to and from the venue, the client or instructing party will be charged £67.50 for travel time (3/4 of an hourly rate) plus mileage



#### 4.1 Treatment Cancellation Policies and Late arrival

- **4.2** Please support Moyna Talcer Consultancy Service to ensure chargeable cancellations are kept to a minimum by ensuring all family and staff involved in the clients care are aware of their responsibilities to communicate cancellations as soon as practically possible. Should the client be unable to attend a prearranged appointment, at least 48 hours' notice is required other than in exceptional circumstances. If the client or instructing party is unable to give 48 hours' notice, you will be charged the full fee for the missed session.
- 4.3 If the client is able to provide enough notice (over 48 hours) we will endeavour to change the appointment time for you and you will not be charged for cancellation.
- 4.4 If the client cancels an appointment more than three times, the therapist may choose at their discretion to withdraw from the rapeutic intervention in future.
- 4.5 Please note if an appointment has been arranged for outside of our normal working hours (On a Saturday) the latest cancellation for a weekend appointment is strictly 09.00am on the preceding Thursday with no exceptions, as treatment slots are restricted and an exceptional weekend session is only held with prior agreement with the therapist. The client or instructing party will be expected to pay the full fee on failure to notify the Therapist 48 hours prior to the appointment.
- 4.6 Therapist absences Moyna Talcer reserves the right to cancel assessment sessions or single sessions of therapy, if she is ill. Moyna Talcer will try her best to rearrange the session as soon as practically possible.
- 4.7 Late arrival Clients who are later than 15 minutes for their appointment will not be seen and will be charged fully for the missed appointment. Please notify Moyna Talcer as soon as you know you are going to be late. If seen for the session, the session will end at the scheduled time. If you are late this time will be taken off the session and the session will still be charged for the full booked time. This is not negotiable.
- 4.8 Sickness In the case of vomiting bugs, diarrhoea or contagious infectious diseases, Moyna Talcer operates a 48 hour from last symptom policy. It is at the discretion of the therapist providing treatment as to whether they continue to do so if they feel a child/young person/adult is too unwell to continue. Please note that Moyna Talcer may see other clients on the same day so will need to minimise risk of infection to other clients in this case. The 48 hour cancellation policy still applies to these circumstances.
- **4.9** Adverse Weather In the event of adverse weather conditions, should the therapist remain fully operational and you are unable to attend a session, you will be charged 50% of the cancelled session fee. However Moyna Talcer must be informed if you are not attending the session due to the weather.

## 5.1 Responsibility / Liability

5.2 Parents must sign to agree that if they leave their child/ young person, they take responsibility for any accidents when the child/young person are not with the therapist having therapy. An example of this would be where a child/ young person/adult insists on going to the toilet unaccompanied and falls. All adults are held accountable for an accident they have if not with the therapist. In most cases it is the preference of Moyna Talcer that parents are present for the sessions.

- 5.3 Siblings who are present during sessions are the responsibility of parents whilst at Moyna Talcer's assessment/ treatment space. We ask that siblings refrain from interfering in the assessment room as this can disrupt therapy sessions.
- **5.4** It is responsibility of the person with parental responsibility to inform therapists of any relevant medical information such as changes in medication, allergies, seizure disorders, et cetera. This should be done in writing/ email with full details of any such changes.

### 6.0 Fees/ Costs

- **6.1** Please contact Moyna Talcer for a full outline of fees.
- **6.2** A treatment/ therapy session is typically defined as 45 minutes of the therapist's time with the client and 15 minutes for documentation to be written up.
- 6.3 Therapy session rate does not include any reports/ programmes or equipment provided which will be invoiced separately.
- 6.4 Please be advised that our travel costs are based on the suggested travel time of a route planner at a fee per hour and a fee per mile and on a return basis.
- **6.5** Attendance at case reviews and written reports/ programmes can be provided at an additional charge including travel charges where appropriate.
- 6.6 Moyna Talcer agrees to provide copies of commissioned assessment reports on the receipt of a written request at a cost for printing and time used to complete the request.
- 6.7 Moyna Talcer does not offer set treatment blocks, as each child's needs should be individually calculated and tailored to in order to get the best therapeutic results.
- 6.8 Any consultation/ administration outside of the allocated sessions will be charged in line with the pro-rata hourly rate for professional time, to the cost interval of 15 minutes. For example this would include completion of DLA Forms, inter-professional liaison, telephone consultations. This would be charged at a fee per 15 minutes and will be charged in increments of 15 minutes if the call/work takes longer.
- **6.9** Please note that all equipment, loaned or chargeable is the sole responsibility of the person or persons with parental responsibility. If the equipment is damaged, the client or instructing party will be invoiced for the cost of a replacement.

## 7.0 Invoicing

- 7.1 Prior to the initial assessment or therapy interventions the funding individual/ agent must be clearly identified
- 7.2 Invoices are given for each assessment/ intervention if requested and must be paid prior to or on the day

7.3 Payments can be made by Cash or BACS (bank transfer). Please enquire for further details or if you need further advice.

# 8.0 Payment via a third party

- **8.1** Where payment is via an identified third party, payment is expected within 5 days of date of invoice. It is the responsibility of the client / parent to ensure this agreement is in place prior to the commencement of therapy.
- 8.2 If not practical, this must be clearly identified with a written date prior to the commencement of treatment.

#### 9.0 Payment failure

- 9.1 If payment is not received prior to, or on the day of assessment or treatment, or if an agreed date of payment be exceeded, treatment will cease immediately and reports withheld.
- 9.2 Treatment will not be reinstated until outstanding payment is received.

### 10.0 Documentation / Liaison /confidentiality

- 10.1 It is in the best interests of the client that other professionals involved in the care of the client are kept up to date with progress and intervention given by Moyna Talcer. It is your responsibility to make Moyna Talcer aware of any other professionals involved with the care of the client. You will be asked permission for information to be shared with professionals or other relevant parties.
- 10.2 You must inform Moyna Talcer if the client is being seen, or has been previously seen by another professional, this includes any professional involved with the client.
- **10.3** Moyna Talcer complies with The Data Protection Act 1998.
- 10.4 Moyna Talcer writes therapy notes and conducts all documentation related to the client on a password protected computer. Paper notes are locked away.

### 11.0 Consent

- 11.1 Occasionally the therapist may wish to film/ record or take photographs of the client during therapy. This is usually for assessment purposes and clinical reasoning. The photographs, recordings and film will be stored on devices with password protection.
- 11.2 The therapist provides professional training to schools, other professionals and parents. Learning is greatly enhanced where participants can see real life examples. Please indicate if you are happy for the therapist to use the following media for these purposes (your rights will not be affected at any time if you tick no):

	YES	NO
Photographs		
Film		
Recordings		

above and the client provides consent to Moyna Talcer to provide therapy.			
Signed:			
Date:	Name: Moyna Talcer		
Client Name:	Date:		
Client Address:			
Client Date of Birth:			
Child's Name:			

11.3 Consent may be withdrawn at any time, without explanation and without affecting your rights.

By signing this document, both the client and Moyna Talcer agree to be bound by the conditions listed