

NDIS Service Agreement

PARTIES

This Service Agreement is for the following participant of the National Disability Insurance Scheme,

Participant's Name:	
Participant's Date of Birth:	
Participant's NDIS Client Number:	

This Service Agreement is made between:

Participant/Participant's Representative	
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AND

Provider	Explore and Soar (ABN: 40 627 330 376)
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Agreement Commencement Date:	
NDIS Plan Start Date:	
NDIS Plan End Date:	

THE NDIS AND THIS SERVICE AGREEMENT

The purpose of this Service Agreement is to describe the support provided by the provider, Explore and Soar, under the Participant's National Disability Insurance Scheme (NDIS) plan. The Parties agree that this Service Agreement is made in the context of the NDIS, which is a scheme that aims to:

- Support the independence and social and economic participation of people with disability, and
- Enable people with a disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports.

GLOSSARY OF TERMS

Clinician:	Explore and Soar's Occupational Therapists and Therapeutic Assistants.
Non Face-to-Face Supports:	<p>Non Face-to-Face supports refer to services provided remotely, such as through video calls, phone calls, messaging, emails, and online platforms.</p> <p>Non Face-to-Face supports can involve report-writing, clinical guidance and recommendations, assessment scoring and interpretation, as well as session planning and communication with other allied health professionals or stakeholders.</p>
Participant:	An individual with a disability who is eligible for care and support through the National Disability Insurance Scheme and who is requiring this provider.
Participant's Representative:	A person who provides ongoing assistance or supervision to individuals with disabilities, such as family members or carers.
Provider:	This refers to the company; Explore and Soar, which will be offering the supports.
Service Agreement:	<p>This document outlines the rights and obligations of the Provider and client. It covers various issues related to service provision, including support, fees, rights, and responsibilities of the provider and participant, as well as any additional services.</p>
Direct Therapy Supports	Therapeutic services are provided to participants either face-to-face or via Telehealth. This support can also be used for the assessment, planning, and delivery of Disability-Related Health Supports, where these supports directly relate to a participant's significant and permanent functional impairment and assist them in undertaking activities of daily living.
Travel:	A travel fee applies when face-to-face support is delivered, such as at your home, school, or community. Non-labour fees, such as kilometres reimbursement, car parking or toll fees, may apply where applicable.

RESPONSIBILITIES OF THE PROVIDER (EXPLORE AND SOAR)

The Provider Agrees To:

- Treat the Participant and the Participant's Representative with courtesy and respect.
- Communicate openly and honestly in a timely manner.
- Review the provision of supports at least three (3) monthly (each school term) or as individually required with the Participant and/or Participant's Representative to meet the Participant's needs and goals in collaboration with the Clinician and schedule availability for each term.
- Consult with the Participant and/or Participant's Representative on decisions about how supports are provided and in the effective timeframe; refer to the Continuity Support Plan.
- Provide the Participant and the Participant's Representative information about managing any complaints or disagreements.
- Listen to the Participant and the Participant's Representative's feedback and resolve problems quickly within the Provider's policies and procedures.
- Inform the Participant and Participant's Representative of the cancellation policy at Explore and Soar, adhering to all notification requirements and cancellation fees.
- Provide the Participant and the Participant's Representative a minimum of 24 hours' notice (when possible) if the clinician must change a scheduled appointment to provide supports.
- Provide the Participant and the Participant's Representative the required notice of 2 weeks if the clinician needs to end the Service Agreement. (Refer to 'Ending this Service Agreement' below for more information).
- Only allocate the agreed amount of NDIS funds through the service booking discussed upon signing this Service Agreement. If funding is reduced or the price guide changes, the provider may renegotiate with the Participant's Representative.
- Issue regular invoices and statements of the supports delivered to the Participant, the Participant's Representative, family, and appropriate stakeholders.
- Provide supports in a manner consistent with all relevant laws, including the National Disability Insurance Scheme Act, the Australian Consumer Law, and the Privacy Act, to keep accurate records of the supports provided to the Participant as well as to protect the Participant's privacy and confidential information.
- Protect the Participant's privacy and confidential information.
- Report any incident in line with the NSW Children Mandatory Reporting framework within the required timeline.
- Report any incident in line with the NDIS Mandatory Reporting framework within the required timeline.
- Investigate any accident, incident, or near miss in a prompt timeline while maintaining open communication with all relevant clients and/or the Participant's Representative.
- Monitor and action Emergency and Disaster Precautions where possible.

RESPONSIBILITIES OF THE PARTICIPANT/PARTICIPANT'S REPRESENTATIVE

The Participant/Participant's Representative Agrees To:

- Treat all Explore and Soar staff and other clients with courtesy and respect at all times.
- Read and sign all required consent forms prior to commencement of service.
- Inform the Provider about how they wish the supports to be delivered to meet the Participant's needs.
- Talk to the Provider if the Participant has concerns about the provided supports.
- Provide a copy of the NDIS plan and any relevant assessments/documentation to the Provider prior to the first appointment.
- Notify the Provider immediately if the Participant's NDIS plan is suspended or replaced by a new NDIS plan or if the Participant stops being a Participant in the NDIS.
- Provide a copy of the NDIS plan as soon as possible following an NDIS review.
- Collaborate with the clinician to determine an intervention plan using the continuity support plan.
- Collaborate with the clinician to determine the preferred amount of NDIS funding when completing the service booking.
- Monitor the Participant's NDIS support budget and ensure sufficient funds are maintained.
- Ensure that if funding ends, the participant or participant's representative pays for any outstanding or incurred consultation fees in full.
- Upon agreement, give consent to the clinician to liaise and collaborate with other providers to develop links and enhance the quality of service by sharing intervention and support strategies to meet the client's needs.
- Provide the Clinician and the Provider with the required notice of cancellation of appointments as per the current cancellation policy. Available at www.exploreandsoar.com.au
- Ensure the Participant is present at the therapy session when the clinician arrives or the full fee, including non face to face clinical intervention and travel, will be charged (refer to the current price guide for details).
- Give the Provider the required two weeks' notice if the Participant needs to end the Service Agreement.
- Ensure that the Participant's Representative supervises any additional persons present with the Participant. The provider does not accept any liability for unsupervised persons.
- Review the "Explore and Soar Home Safety Checklist" outlined in the Explore and Soar Welcome Pack/Client Handbook to ensure all safety measures are in place before the appointment. This includes an adult present during the session, all animals secured, no unsecured weapons, and an uncluttered, well-lit space for the Client to complete the session.
- Notify the Provider of any accidents or near misses during a therapy session or when using suggested therapy resources.
- Immediately notify your Clinician or the Client Support Team if there is an Emergency or Disaster in your area when a therapy session is scheduled or occurring.

CHANGES TO THIS SERVICE AGREEMENT

If changes to the supports or their delivery are required, the Parties agree to discuss and review this Service Agreement. The Parties agree that any changes to this Service Agreement will be in writing by the Parties.

The reasons the Provider may be required to amend the agreement include but are not limited to; internal policy/procedure change, matching market trends, meeting altered NDIS requirements, changes in clinician availability in the area of service, external factors, or emergency and disaster precautions.

ENDING THIS SERVICE AGREEMENT

Should either Party wish to end this Service Agreement, they must give two weeks' notice.

The notice requirement will be waived if either Party seriously breaches this Service Agreement.

CANCELLATION FEES

Further details regarding Explore & Soar's Cancellation Policy can be found in the Explore & Soar Welcome Pack, provided to each participant upon engagement with Explore & Soar.

Regular Term and Ongoing Appointments

- **Cancellation With More Than 48 Hours' Notice:** There is no cancellation fee when 48 hours' notice (2 clear business days) is provided.
- **Cancellation Within 48 hours of Scheduled Appointment:** 100% of the appointment cost, excluding non face to face clinical intervention and travel fees, when 48 hours' notice (2 clear business days) is NOT provided. Payment is due within the subsequent billing cycle.
- **No-show Appointment (Including cancellations within 15-30 minutes of the Appointment Commencement):** 100% of the appointment cost, including non face to face clinical intervention and travel fees. Payment is due within the subsequent billing cycle.
 - Attempts will be made to contact the client. If the client or family fails to contact or does not show up within 15 minutes of the session commencement time, the Clinicians or Therapeutic Assistants reserve the right to leave the appointment.
 - If the client shows up to the appointment late but within 15 minutes of the appointment or notifies the Clinician that they will be late, the appointment will continue; however, it will still conclude at the originally scheduled time.
 - Due to Clinicians' travel to appointments, if the cancellation is received within 15-30 minutes prior to the commencement of the appointment or the clinician is driving on their way to the appointment, 100% of the appointment cost, including non face to face clinical intervention and travel fees, will be applied.
- **Cancellation of Monday Appointments:** Cancellations must be made by Wednesday 5pm prior to the appointment for no fee. After this time, 100% of the appointment cost, excluding non face to face clinical intervention and travel fees, will apply.

- **Cancellation of Rescheduled Appointment:** 100% cancellation fee, including non face to face clinical intervention (due to session planning already completed) excluding travel fees, regardless of notice.
- **Cancellation Due to Emergencies or Medical Incidents:** Fees are determined at the discretion of the Explore and Soar Management Team.

Group Programs Appointments

- **Booking:** Confirmed 5-6 weeks in advance. Due to high demand and limited availability, cancellation fees will apply.
- **Cancellation for Group Booking (Less Than 48 (2 Clear Business Days' Notice) before Commencement of Program):** 100% cancellation fee for the program if 48 hours notice (2 clear business days) was NOT provided prior to the commencement of the program, unless another client can fill the spot. This policy is non-negotiable due to the preparation prior to sessions.
- **Cancellation Due to Emergencies or Medical Incidents for Group Booking:** Fees are determined at the discretion of the Explore and Soar Management Team.

Intensive Appointments

- **Booking:** Confirmed 5-6 weeks in advance. Due to high demand and limited availability, cancellation fees will apply.
- **Cancellation for Intensive Appointments (Less Than 48 Hours Notice, (2 Clear Business Days' Notice) before Commencement of Intensive Appointments):** 100% cancellation fee for the whole week unless another client can fill the spot. This policy is non-negotiable due to the preparation required before the sessions. This applies to both partial cancellations as well as the inability to complete the full intensive block. For example, the fee still applies if you confirm all 5 days but then cancel 1 or 2 days if at least 2 clear business days' notice is not provided.
- **Cancellation Due to Emergencies or Medical Incidents for Group Booking:** Fees are determined at the discretion of the Explore and Soar Management Team.

Interruption and Cessation of Ongoing Appointment

Explore and Soar reserves the right to cancel any ongoing appointments due to the following reasons:

- **Infrequent Payments:** Outstanding invoices will result in a warning. If payments remain overdue after the warning, services will be ceased.
 - Specifically, two (2) weekly invoices, one (1) fortnightly invoice, or one (1) monthly invoice outstanding will trigger the warning.
 - If payments continue to be overdue after a warning, services will be ceased.
- **Frequent Cancellations:** A cease-of-service will result in the cancellation of three (3) weekly or two (2) fortnightly appointments per term or two (2) monthly appointments in six (6) months.

- If a trend of cancellations throughout therapy is identified, the Clinician may cease intervention due to unmet goals.
- **Disrespectful and Unsafe Behaviour:** Disrespectful communication or behaviour toward the Explore and Soar Team will not be tolerated.
 - Any rude communication via phone call, text message, email or in-person to any Explore and Soar team member will not be tolerated.
 - Inappropriate interactions, communication, threats, harassment or aggression during any clinical sessions will not be tolerated.
 - If a safe environment, as outlined in the document “Explore and Soar Safe Home Visiting Agreement & Off Site Visit Park Management Checklist”, provided within the Explore and Soar Welcome Pack, is not available, the appointment will be ceased immediately. If the situation is not rectified, services will be permanently ceased.
 - Engaging in bullying or exerting undue pressure to secure appointments or clinical documentation will not be tolerated.
 - Documentation that has time constraints, such as a client needing a report for an NDIS review meeting within two days without prior communication with the Clinician, may lead to situations where the Clinician has insufficient time to complete the necessary report by the deadline therefore, any harassment or threats will not be tolerated.
- **Changes to Circumstances or Unsuitable Services:** Explore and Soar reserves the right to discontinue or suspend services if, at any time, the client or their family is no longer focused on or unable to achieve the goals outlined by the Clinician and client. The Clinician will discuss any changes with the client prior to ceasing the services. Explore and Soar values growth and empowerment and will not over-service or under-service their clients.
 - In the event of any changes, such as changing from home appointments to school appointments, changes in the mode of services, or changes in the Explore and Soar fee structure, Explore and Soar reserves the right to terminate current Service Agreements to accommodate these changes. In such cases, a new Service Agreement will be entered, which will be discussed with the clients prior to taking effect.

Reminder Emails

- Explore and Soar will send courtesy reminder emails via our Practice Management Software System up to three days before scheduled appointments. Failure to receive a courtesy reminder email is not a valid reason for late cancellation or failure to attend any scheduled appointment on time.

NDIS COMPLIANCE

To ensure Explore and Soar is following NDIS compliance guidelines, all clients with an NDIS plan must provide accurate and up-to-date NDIS plan information, including:

- NDIS participant number
- NDIS Plan Dates (including start and end dates)
- Budget allocation for relevant services including;
 - Allocated Funds identified for OT
 - Funding Period Schedule, and
 - Funding component is identified eg: Stated, Not Stated etc.
- How the plan is funded eg: NDIA Managed, Self-Managed or Plan-Managed including the plan managers details
- NDIS Goals
- The client must be aware that under NDIS guidelines, they are responsible for monitoring the funding budget, promptly providing new plan details, and promptly communicating any changes, such as an early review or change of circumstance, within 14 days.
- A Service Agreement will be established between Explore and Soar and the client or client's participant. This Service Agreement must be read and signed. Ongoing services may be cancelled if a Service Agreement is not completed within 14 days.
- If the Service Agreement is not completed, funding is no longer available or exhausted, the client assumes full responsibility for privately arranging payment of any and all outstanding invoices within the 7-day terms of trade.
- NDIA clients must contact their LAC or phone the NDIA National Call Centre on 1800 800 110 and endorse Explore and Soar as your “My Provider”.
- **Explore and Soar’s organisation ID is 405 004 6986.**
- Explore and Soar reserves the right to cancel ongoing services if any of the above-meaning requirements are not met.

FEEDBACK, COMPLAINTS AND DISPUTES

If the participant wishes to provide Explore and Soar with feedback, including compliments, complaints, or suggestions to help us improve our service, they can do so in the following ways:

- In-person with their Clinician
- Phone Explore and Soar on 0477 708 217
- Email Explore and Soar Client Support Team on admin@exploreandsoar.com.au.
- Alternatively, you can fill out the compliments and complaints feedback form found on the website www.exploreandsoar.com.au

This form can be used anytime at the Participant/Participant’s Representative's discretion.

Your feedback will be forwarded to the relevant department for review and action. If you would like your feedback to be specifically reviewed by a certain manager, please let us know.

If the Participant is not satisfied or does not want to talk to this person and is a NDIS participant, they can contact the National Disability Insurance Agency by calling 1800 800 110, visiting one of their offices in person, or visiting [ndis.gov.au](https://www.ndis.gov.au) for further information.

GOOD AND SERVICE TAX (GST)

For the purposes of GST legislation, the Parties confirm that:

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;

The Participant's NDIS plan is expected to remain in effect during the period the supports are provided.

SCHEDULE OF SUPPORT

The Provider agrees to provide the Participant with intervention supports with the aim to support their independence and development for the duration of this Agreement or until directed by the Participant/Participant's Representative.

The supports and their prices are set out in the table below. All prices are GST inclusive (if applicable) and include the cost of providing the supports.

The NDIS has introduced funding periods and plan components. The Schedule of Supports outlines the total plan duration along with the funding allocation to each funding period. Please note the following:

- If there are any unused support hours at the end of a funding period, Explore & Soar will automatically roll these over the next funding period to support continuity of service delivery.
- If the allocated hours for a funding period are exhausted, services will be paused until the commencement of the next funding period unless we are notified of additional funding being made available within the current funding period.
- If additional funding is required beyond the agreed total in the current Schedule of Supports, Explore & Soar will communicate this with the participant and provide an amended Schedule of Supports for their approval. This will also reflect any increase in funding within the funding periods.
- If no additional funding is available within the funding period, participant's/participant's representative are liable for all incurred costs for services provided. Invoices cannot be held over from one funding period to another and must be paid as per Explore & Soar Terms of Trade.

Additional expenses not included as part of a Participant's NDIS supports are the responsibility of the Participant/Participant's Representative and are not included in the cost of the supports. Examples include products, entrance fees, event tickets, meals, etc.

Schedule of Support Line items explanations & examples:

Direct Therapy Supports: These services are conducted in direct presence of the participant. This may include, but not be limited to:

- Individualised & Comprehensive Functional Assessments,
- Individualised Intervention Sessions,
- Peer based Sessions,
- Small Group Programs,
- Telehealth Interventions,
- Parent Coaching,
- Neurosensory Intervention

Non Face to Face Supports: These services relate to direct clinical care that is not conducted in the presence of the participant. This may include, but not be limited to:

- Liaising with other providers,
- Clinically relevant communications outside of sessions with the participant/participant's representative,
- Completion of reports and forms,
- Clinical review of assessment data, reports and letters from other providers,
- Researching, developing and preparing resources for the participant,
- Assessment Preparation, Clinical Session Planning, treatment note documentation and clinic room preparation.

Provider Travel: Where an Explore & Soar Clinician is required to travel to your location to deliver services to you, Explore & Soar will charge travel using the Modified Monash Model to calculate the amount chargeable under current the NDIS Price Guide.

Provider Travel – Non Labour Costs: Where Explore & Soar incur additional costs associated with Provider Travel, Explore & Soar will charge a per km apportioned fee for each client.

SCHEDULE OF SUPPORTS

	Support Category	Hours Required	Rate	Support Total	Period Total
Funding Period: <hr/> To <hr/>	Direct Therapy Supports		@ \$193.00 per hour	\$	\$
	Non Face to Face Supports		@ \$193.00 per hour	\$	
	Provider Travel – Labour Costs		@ \$97.00 per hour	\$	
	Provider Travel – Non Labour Costs		@ \$1.00 per km	\$	
	NDIA Requested Reports		@ \$193.00 per hour	\$	

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Funding Period: <hr/> To <hr/>	Direct Therapy Supports		@ \$193.00 per hour	\$	\$
	Non Face to Face Supports		@ \$193.00 per hour	\$	
	Provider Travel – Labour Costs		@ \$97.00 per hour	\$	
	Provider Travel – Non Labour Costs		@ \$1.00 per km	\$	
	NDIA Requested Reports		@ \$193.00 per hour	\$	

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	Non Face to Face Supports		@ \$193.00 per hour	\$	
	Provider Travel – Labour Costs		@ \$97.00 per hour	\$	
	Provider Travel – Non Labour Costs		@ \$1.00 per km	\$	
	NDIA Requested Reports		@ \$193.00 per hour	\$	

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	Provider Travel – Labour Costs		@ \$97.00 per hour	\$	
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	Provider Travel – Labour Costs		@ \$97.00 per hour	\$	
	Provider Travel – Non Labour Costs		@ \$1.00 per km	\$	
	NDIA Requested Reports		@ \$193.00 per hour	\$	

Funding Period	Dates	Funding Period Total
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL SCHEDULE OF SUPPORTS FUNDING ALLOCATION REQUESTED		\$

Prices are as per the NDIS Pricing Arrangements and Price Limits 2025-26 and are current as of 1st July 2025. The NDIA reviews the price guide annually, and any price limit changes will automatically be reflected in Explore and Soar fees.

To review the costs of specific services, refer to the Explore and Soar Service Options and Price Guide.

The above total Schedule of Supports is allocated for a period of ____ months within the plan's ____ month period.

The Schedule of Supports will be reviewed on _____ (date).

TYPE OF SERVICE AGREEMENT

- ☐ This Service Agreement is a NEW agreement for a new NDIS Plan. The total Schedule of Supports will be allocated for use by the Provider for supports provided during these dates.
- ☐ This Service Agreement is an EXTENSION agreement under my current NDIS Plan, with plan start and end dates remaining the same. The total Schedule of Supports will be added to any remaining funds under a previous Service Agreement allocated for use by the Provider for supports provided during these dates.
- ☐ This Service Agreement is an EXTENSION agreement under my current NDIS Plan with an automatic extension period of _____ months granted by the NDIA. The total Schedule of Supports is to be added to any remaining funds under a previous Service Agreement allocated for use by the Provider for supports provided with the plan start date remaining the same; however, the plan end date being extended.

PAYMENTS

The Provider will seek payment for their provision of supports after the Participant/Participant's Representative confirms satisfactory delivery. This is due at the time of service for all clients. (Tick one)

Self Managed

- ☐ The Participant has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, the Provider requires same-day payment of service fees. The Provider will supply the Participant / Participant's Representative with a copy of the paid invoice receipt per request.

Email for Invoicing: _____

Plan Managed

- ☐ The Participant's Nominee manages the support funding provided under this Service Agreement. After providing those supports, the Provider will claim payment for those supports from the Participant's Nominee Management/Plan Manager.

Plan Manager Details:

Name: _____

Email: _____

Phone: _____

NDIA Managed

- ☐ The Participant has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, the Provider will claim payment for those supports from the NDIA.

CONSENT

- ☐ I have read and understood the Provider (Explore and Soar) Service Agreement and give consent for service to commence as per the Schedule of Supports.
- ☐ I give consent for the collection and storage of personal information regarding the Participant and the Participant's Representative for the purpose of delivering support.
- ☐ I give consent for the Provider (Explore and Soar) to share information with other members of the Participant's team, for example, health and medical professionals.
- ☐ I have read and understood the Media Consent and Release for Minor Children as outlined in the Explore and Soar Welcome Pack.
- ☐ I have read and understood the Home Safety Checklist as outlined in the Explore and Soar Welcome Pack.

AGREEMENT SIGNATURES

The Parties agree to the terms and conditions outlined within this Service Agreement.

Participant/Participant's Representative/s

Signature of [Participant/Participant's representative]	Name of [Participant/Participant's representative]	Date
Signature of [Participant/Participant's representative]	Name of [Participant/Participant's representative]	Date

Provider

Signature of authorised person from Provider	Name of authorised person from Provider	Date

EXPLORE & SOAR