

NDIS Service Agreement

Parties:

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

Participant's Name:	
Participant's Date Of Birth:	
NDIS Participant Number:	

This Service Agreement is made between:

Participant/Participant's Representative	
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AND

Provider	
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Agreement Commencement Date:	
NDIS Plan Start Date:	
NDIS Plan End Date:	

The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the Participant's National Disability Insurance Scheme (NDIS) plan.

A copy of the Participant's NDIS plan is attached to this Service Agreement.

A copy of the Participant's NDIS plan **must** be provided to the Provider.

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.

Schedule of Supports

The Provider agrees to provide the Participant with intervention supports.

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

Additional expenses (i.e., things that are 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 entrance fees, event tickets, meals, etc.

SUPPORT GOALS FOR INTERVENTION	ESTIMATED FREQUENCY	AMOUNT PER SESSION	TOTAL
OT Therapeutic Supports		@ \$193/hr	
Therapy Assistant (Allied Health Assistant)		@ \$86/hr	
{Comprehensive /Standard /Short} OT Assessment + Report		@ \$	
Social Group Programs (5 x 2 hour sessions per program)		@ \$1,286.60 / program	
Sound Based Neuro-sensory Education Program (14 days per program)		@ \$665.00 / program	
Non-Clinical face to face clinical intervention		@ \$193/hr	
Total number of Reports required	2.5 hours	@ \$193/hr	\$482.50
Travel to/from participant by provider to deliver services	OT:	@ \$48.25/session	
	TA:	@ \$21.50/session	
		TOTAL	

Prices are as per the NDIS Pricing Arrangements and Price Limits 2023 -24 and are current as of 1st January 2024. The NDIA reviews the price guide annually and any changes to price limits will automatically be reflected in our fees.

The above total Schedule of Supports is allocated for a period of _____ months within the _____ month period of the plan. A review of the Schedule of Supports is to occur on _____ (date).

This statement is Not Applicable

Type of Service Agreement

- This service agreement is a NEW agreement for a new NDIS Plan. The total Schedule of Supports is to 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 is to 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.

Responsibilities of the Provider

The Provider agrees to:

- Review the provision of supports at least 3 monthly (each school term) with the Participant or as individually required.
- Once agreed, provide supports that meet the Participant's needs in collaboration with clinician, and schedule availability for each term.
- Communicate openly and honestly in a timely manner.
- Treat the participant and family with courtesy and respect.
- Consult the participant on decisions about how supports are provided and in effective timeframe, refer to Continuity Support Plan.
- Give the participant and family information about managing any complaints or disagreements and details of the provider's cancellation policy.
- Listen to the participant and family's feedback and resolve problems quickly within the company's policies and procedures.
- Give the Participant and family a minimum of 24 hours' notice (when possible) if the clinician has to change a scheduled appointment to provide supports.
- Give the participant and the family the required notice of 2 weeks if the clinician needs to end the Service Agreement (see '[Ending this Service Agreement](#)' below for more information).
- Protect the Participant's privacy and confidential information.
- 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.

- Issue regular invoices and statements of the supports delivered to the Participant, family and appropriate stakeholders.
- The Provider to ONLY allocate the agreed amount of NDIS funds through the service booking discussed upon signing this service agreement. The Provider will renegotiate with the Participant's Representative upon 3 monthly review, when funding reducing or price guide changes.
- Inform participant and family of cancellation policy at Explore and Soar, adhering to all notification requirements and cancellation fees.
- Explore and Soar will investigate any accident, incident or near miss in a prompt timeline while maintaining open communication with all relevant clients/and/or their families.
- If an incident occurs in line with the NSW Children Mandatory Reporting framework, Explore and Soar will report within the required timeline.
- If an incident occurs in line with the NDIS Mandatory Reporting framework, Explore and Soar will report within the required timeline.
- Explore and Soar will monitor and action Emergency and Disaster Precautions where possible.

Responsibilities of the Participant/Participant's Representative

The Participant / Participant's representative agrees to:

- Inform the Provider about how they wish the supports to be delivered to meet the Participant's needs.
- Negotiate and collaborate with clinician to determine intervention plan together using the continuity support plan.
- Treat the clinician and company with courtesy and respect.
- Upon agreement, give consent to clinician to liaise and collaborate with other providers to develop links and enhance quality of service through sharing intervention and support strategies with other providers to meet the client's needs.
- Talk to the Provider if the Participant has any concerns about the supports being provided.
- Provide a copy of NDIS plan to the Provider or company prior to the first appointment.
- Provide a copy of the NDIS plan as soon as possible following an NDIS review.
- Give the Clinician and company the required notice of Cancellation of appointments as per current cancellation policy,
- Ensure you are present at your therapy session when the clinician arrives or the full fee including travel will be charged.
- Give the Provider the required 2 weeks' notice if the Participant needs to end the Service Agreement (see ['Ending this Service Agreement'](#) below for more information).
- Let the Provider know 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.
- Monitor the Participant's NDIS support budget and ensure sufficient funds are maintained.

- **To ensure that if end of funding is reached, any outstanding or incurred consultation fees are paid for in full by the participant/ Participant’s representative.**
- Read and sign all required consent forms (with exception of media release form) prior to commencement of service by the Provider.
- Ensure that any additional persons present with the Participant are supervised by the Participant’s Representative. The provider does not accept any liability for unsupervised persons.
- To work collaboratively with the Provider to come up with a desired amount of preferred NDIS funding when completing the service booking.
- Will notify the Provider of any accidents or near misses that occur during a therapy session or when using suggested therapy resources.
- Will immediately notify your therapist or the Client Support team if there is an Emergency or Disaster in your area when a therapy session is scheduled or occurring.

Payments

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

- 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.

Email for invoicing: _____

- The Participant’s Nominee manages the funding for 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 to enable services to be reimbursed to the Participant / Participant’s Representative.

Plan Manager Details:

Name: _____

Email: _____

Phone: _____

- 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.

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, signed, and dated by the Parties.

Reasons the Provider may be required to amend the agreement include, but not limited to; internal policy/procedure change, matching market trend, meeting altered NDIS requirements or external factors or Emergency & Disaster Precautions.

Ending this Service Agreement

Should either Party wishes to end this Service Agreement they must give 2 weeks' notice.

If either Party seriously breaches this Service Agreement the requirement of notice will be waived.

Cancellation Fees:

At Explore and Soar, we value consistent and high-quality intervention services. However, we are aware that on occasion, life takes over, and there are moments when you are unwell, or family emergencies occur.

For regular term/ongoing appointments:

- If the client decides not to reschedule the appointment and the cancellation is **more than 24 hours prior** to the scheduled appointment, then the client **will not** be charged a cancellation fee.
- If a client does not reschedule their appointment and the cancellation is **within 24 hours but provides more than 4 hours notice** before the appointment, they will receive a notification that a **cancellation fee equivalent to 90%** of the appointment cost will be charged. The client must make this payment following the issuance of an invoice during the subsequent billing cycle.
- If a client informs the Clinician or Client Support Team (CST) of cancellation with **4 hours or less** notice before their sessions, a **cancellation fee equivalent to 100%** of the appointment cost will be charged, excluding travel fees. The client must make this payment following the issuance of an invoice during the subsequent billing cycle.
- If the client is **not present within the first 15 minutes** of scheduled start time at their scheduled appointment (for example, a community or home visit) and does not call in advance to inform the clinicians of the cancellation, a **cancellation fee equivalent to 100%** of the appointment cost will be charged for the appointment **with the travel fee attached**. The client must make this payment following the issuance of an invoice during the subsequent billing cycle.

All attempts will be made to try to contact the client if they are not present at their scheduled appointment; if the client or family fail to get in contact or do not show up within 15 minutes of the session commencement time, the clinicians or therapeutic assistant reserves the right to leave the appointment and **FULL FEE** with travel will be charged as per above.

- For Monday appointments, if a cancellation is to occur, notification is required by Friday 12 p.m. for no cancellation fee to be applied. If an appointment cancellation occurs after this time and outside of business hours, a **90% cancellation fee** will be applied.
- If an emergency or medical incident occurs, fees will be determined at Explore and Soar's discretion.
- If a client confirms a rescheduled appointment and cancels this appointment, the client will receive a full cancellation fee regardless of the notice given.

Group & Intensive School Holiday Appointments:

- Booking and confirming school holiday group programs and intensives are completed 5 to 6 weeks in advance. Due to high demand and limited availability for the week programs, week cancellations apply.
 - If a client cancels a week intensive program, there will be a **90% cancellation fee** for the whole week. This fee will not be applied if the intensive spot is filled.
 - If a client cancels a week-long group program, there will be a **90% cancellation fee** for the whole week. This fee will not be applied if the group program allocation is filled. This is non-negotiable due to the preparation and group program development completed prior to the running of the group.
 - If an emergency or medical incident occurs, fees will be determined at Explore and Soar's discretion.
- If all attempts by the Clinician and Client Support Team to reschedule the client's appointment fail, the treating Clinician of that client will be notified with a note in the practice management software system schedule.
- Once notified, the clinician is required to follow up with the client about the cancellation via phone call within the next 24 hours.

Interruption & Cessation of Ongoing Appointments:

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

Infrequent payments of completed therapy sessions.

- Two (2) weekly invoices, one (1) fortnightly invoice, or one (1) monthly invoice is outstanding.
- If a client and their family are continuously late or behind with payments, this will be communicated and a warning provided.
- Following this warning, a client will lose their ongoing appointment type if still inconsistent payments are made.

Frequent Cancellations:

- If a client is unable to attend and engage in regular scheduled appointments in a term, such as three (3) appointments (for weekly) and two (2) appointments (for fortnightly). They will lose their ongoing spot.
- If a client is attending monthly appointments and cancels two (2) monthly appointments within a six (6) month period, they will lose their ongoing spot.

Disrespectful communication or behaviour toward the Explore and Soar team will not be tolerated. Examples of such behaviour, but not limited to

- Speaking rudely via phone call, text message or email to any of the Explore and Soar team members.
- Being inappropriate or rude face to face during the OT or TA sessions.
- Engaging in bullying or exerting undue pressure to secure appointments or clinical documentation, especially when there are 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.

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
- Upon receipt of this information, a Service Agreement will be established between Explore and Soar and the client or client's participant.
- The client or client's representative is responsible for promptly informing and providing the abovementioned NDIS Plan information, ensuring that a new Service Agreement will be created, signed and implemented within 14 days of the NDIS plan's expiration or any changes in plan dates.
 - The client must be aware that under NDIS guidelines, they are responsible for monitoring their funding budget, timely providing new plan details to Explore and Soar, including promptly communicating any changes such as early review or change of circumstance, as well as reviewing and completing the Service Agreements within 14 days, as delay will result in clients being responsible for all outstanding invoices and making payments accordingly.
 - Explore and Soar reserves the right to cancel ongoing services if a Service Agreement is not established within 14 days of any NDIS plan variation.
- In cases where 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.

Consent:

- I have read and understood the 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 about me and my child for the purpose of the delivery of supports.
- I give consent for Explore and Soar to share information with other members of my child'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.

Parent/Guardian's Signature _____ Date: _____

Parent/Guardian (printed name): _____

Parent/Guardian's Signature _____ Date: _____

Parent/Guardian (printed name): _____

Feedback, Complaints and Disputes:

If the Participant wishes to provide Explore and Soar feedback, including compliments and complaints or suggestions for Explore and Soar to continue to improve our service, the Participant 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 or use the paper-based form provided in the client information welcome pack. If you require another form, please do not hesitate to contact us. This form can be used anytime at the Participant / Participant’s Representative’s discretion.

Your feedback will be escalated to the appropriate department for review and action. Please let us know if you would like your feedback to be escalated to a particular manager for review.

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 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;

Agreement Signatures:

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

Signature of [Participant / Participant’s representative]	Name of [Participant / Participant’s representative]	Date
Signature of authorised person from Provider	Name of authorised person from Provider	Date