



## NDIS Service Agreement

### Parties:

This Service Agreement is for \_\_\_\_\_ a participant in the National Disability Insurance Scheme (Participant), and is made between:

Participant / Participant's representative

\_\_\_\_\_

And

Provider

Explore and Soar

\_\_\_\_\_

This Service Agreement will commence on \_\_\_\_\_, for the period of \_\_\_\_\_ to \_\_\_\_\_

Participant's Name:	
Participant's Date Of Birth:	
NDIA Participant Number:	
Participant's Representative:	
Commencement 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.

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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 of Intervention	Estimated Frequency	Amount per Session	Total
OT Therapeutic Supports		@ \$190/hr	
Therapy Assistant (Allied Health Assistant)		@ \$86/hr	
Non-Clinical face to face clinical intervention		@ \$190/hr	
Travel to/from participant by provider to deliver services	OT:	@ \$47.50/session	
	TA:	@ \$21.50/session	
Total number of Reports required	2 hours	@ \$190/hr	\$380
	<b>Total</b>		

Prices are as per the NDIS Price Guide 2021-2022 and are current as of 1<sup>st</sup> July 2021. The NDIA reviews the price guide annually and any changes to price limits will automatically be reflected in our fees.

### 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.

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- 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.
- If the therapist arrives at your place of residence or the agreed upon location and you are not present within the first 15 minutes of the session the full fee plus travel will be charged.

### 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.

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- 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.
- Adhere to NSW health legislations and regulations in regards to COVID-19, and to please monitor symptoms and advise of household contacts, resulting in communication and rescheduling of appointments where appropriate.
- 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.

## 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.

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.

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.

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## 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 such as Covid-19 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:

### For regular term/ongoing appointments:

- If the client decides not to reschedule the appointment and it is outside the cancellation policy of 24 hours **before**, then the client **will not** be charged.
- If the client does not reschedule the appointment and it is within the **24-hour period** before their appointment, the client will be notified that a cancellation **fee of 90%** will be charged to the account and payment due, following the invoice sent on the day of cancellation.
- If a client informs the clinician or customer support team 4 hours or less before their sessions, a full cancellation fee will be charged with no travel included.
- If the client is not present at their scheduled appointment (for example a community or home visit) and does not call-in advance to inform the clinicians a **FULL Fee** will be charged for the appointment **with the travel fee attached**. Payment due on the day following receipt of invoice sent to client.
- For Monday appointments, if a cancellation is to occur, notification by Friday 12pm is required for no cancellation fee to be applied, if the cancellation of an appointment occurs after this time and outside of business hours a 90% cancellation fee is applied, unless appointment allocation has been filled.
- All attempts should be made to try and 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 sessions, the clinicians or therapeutic assistant reserves the right to leave the appointment and **FULL FEE** with travel will be charged.
- If a client or family member contracts COVID or falls ill, there will be a **50% cancellation fee** for the scheduled appointment. This fee will not be applied if the appointment spot is filled.

### 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.

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- If a client cancels a week 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 a client contracts COVID or falls ill, there will be a 50% cancellation fee for the whole week. This fee will not be applied if the intensive spot or group program spot allocation is filled.
- If all attempts by clinician and customer support team to reschedule the client's appointment fails, the treating clinician of that client will be notified with a note in their 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-hour period.

### **Cancellation Fee Exemptions:**

We understand that children can become unwell through the day/ night, which may mean that you are unable to provide adequate notice, especially in relation to COVID-19. In this case, individual medical circumstances will be taken into consideration, please ensure you contact the Customer Support Team to discuss further.

If a client or family member contracts COVID-19 or falls ill, there will be a 50% cancellation fee for the scheduled appointments, this fee will not be applied if the appointment spot is filled.

### **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.
  - 2 weekly invoices, 1 fortnightly invoice or 1 monthly invoice are outstanding.
  - If a client and their family are continuously late or behind with payments this will be communicated and warning provided.
  - Following this warning, if still not consistent or payments made, a client will lose their ongoing appointment type.
- Frequent Cancellations:
  - If a client is unable to attend and engage in regular scheduled appointments in a term, such as 3 appointments (for weekly) and 2 appointments (for fortnightly). They will lose their ongoing spot.
- Disrespectful Communication or Behaviour at the Explore and Soar team will not be tolerated. Such as:
  - Speaking rudely either via phone call, text message or email to any of the team members
  - Being inappropriate or rude face to face during the OT or TA sessions
  - Bullying or being forceful in seeking appointments or clinical documentation due to time restrictions for example; NDIS review meeting in 2 days and needing a report, with the clinician not informed and no time available to complete the report for due time.

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**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.

Please indicate by adding YES or NO below then sign your name(s)

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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 give the Provider feedback, the Participant can talk to Jess Rodgers on 0477 708 217 or via email [jess@exploreandsoar.com.au](mailto:jess@exploreandsoar.com.au).

Alternatively, can fill out the complaints and complaints feedback for found on the website [www.exploreandsoar.com.au](http://www.exploreandsoar.com.au) or email [admin@exploreandsoar.com.au](mailto:admin@exploreandsoar.com.au) paper-based form provided in the client information pack. If you require another form, please do not hesitate to ask. This can be used at any time by the Participant / Participant’s Representatives discretion.

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

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### 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

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