



NDIS Service Agreement

1. Parties

This **Service Agreement** is for:

Client First Name *

Client Surname Name *

Client Date Of Birth *

NDIS Number *

a participant in the National Disability Insurance Scheme (client), and is made between:

Practice Name

Date *

2. The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the clients NDIS plan.

A copy of the clients NDIS Plan is/is not attached to this Service Agreement. 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.
- NDIS plan to be provided to Orange Elephants Creative Minds

3. Schedule of supports

Orange Elephants Creative Minds agrees to provide the client creative based therapy services. The supports and their prices are set out in the attached Schedule of Supports. 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 client NDIS supports) are the responsibility of the client/clients representative and are not included in the cost of the supports.

4. Orange Elephants Creative Minds Responsibilities:

Orange Elephants Creative Minds agrees to:

- review the provision of supports at least annually with the client;
- once agreed, provide supports that meet the client's needs at the client's preferred times;
- communicate openly and honestly in a timely manner;
- treat the client with courtesy and respect;
- consult the client on decisions about how supports are provided;
- give the client information about managing any complaints or disagreements and details of Orange Elephants Creative Minds cancellation policy;
- listen to the client's feedback and resolve problems quickly;
- give the client a minimum of 24 hours notice if Orange Elephants Creative Minds has to change a scheduled appointment to provide supports;
- give the client the required notice if Orange Elephants Creative Minds needs to end this Service Agreement (see "Ending this Service Agreement" below for more information);
- protect the client's privacy and confidential information;
- provide supports in a manner consistent with all relevant laws, including the *NDIS Act 2013* and Rules, and the Australian Consumer Law;
- keep accurate records on the supports provided to the client; and
- will issue invoices and statements of the supports delivered to the participant as per the *NDIA Terms of Business for Registered Providers* as requested

5. Responsibilities of the client / client representative

The client / client representative agrees to:

- inform Orange Elephants Creative Minds about how they wish the supports to be delivered to meet the client needs;
- treat Orange Elephants Creative Minds workers with courtesy and respect;
- talk to Orange Elephants Creative Minds if the client has any concerns about the supports being provided;
- give Orange Elephants Creative Minds notice if the client cannot make a scheduled appointment, noting that if the notice is not provided, Orange Elephants Creative Minds cancellation policy will apply;
- give Orange Elephants Creative Minds the required notice if the client needs to end this Service Agreement (see 'Ending this Service Agreement' below for more information); and
- let Orange Elephants Creative Minds know immediately if the client NDIS plan is suspended or replaced by a new NDIS plan, or the client stops being a participant in the NDIS.

6. Payments

Orange Elephants Creative Minds will seek payment for their provision of supports after the supports have been delivered.

- SELF MANAGED - The client / client representative has chosen to self-manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, [Practice Name] will send the client / client representative an invoice for those supports for the client / client representative to pay. The client/client representative will pay the invoice by direct debit / EFT within 7 days.
- NDIA MANAGED - The client has nominated the NDIA to manage the funding for supports provided under this Service Agreement. After providing those supports, [Practice Name] will claim payment for those supports from the NDIA.
- PLAN MANAGED - The client has nominated the Plan Management Provider to manage the funding for NDIS supports provided under this Service Agreement. After providing those supports, [Practice Name] will claim payment for those supports from

7. 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.

8 Ending this Service Agreement

Should either party wish 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.

9. Feedback, complaints and disputes

If the client wishes to give Orange Elephants Creative Minds feedback or is not happy with the provision of supports and wishes to make a complaint, the participant can talk to Jennifer Althaus 0432010880 or jenniferalthaus@orangeelephantscreativeminds.com.au

If the client is not satisfied or does not want to talk to this person, at any time, they can make a complaint to the NDIS Commission. Complaints to the NDIS Commission can be lodged:

- online at www.ndiscommission.gov.au; or
- by phone on: 1800 035 544.

10. Goods and Services 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 NDIS Act, in the client's NDIS Plan currently in effect under section 37 of the NDIS Act;
- the client's NDIS Plan is expected to remain in effect during the period the supports are provided; and
- the client/client representative will immediately notify the provider if the client's NDIS Plan is replaced by a new plan or the client stops being a participant in the NDIS.

11. Cancellation Policy

At Orange Elephants Creative Minds we value consistent and high quality intervention. If you need to cancel an appointment 7 days notice must be given to avoid a cancellation fee. If you contact Orange Elephants Creative Minds outside of the 7 day cancellation period there will be a cancellation fee of 90% invoiced to your account. Should our staff arrive at your scheduled appointment and you and your child are not at home or at the location of the appointment with no prior notice, the scheduled session including travel will be charged at 100% of the scheduled fee for that session. Where Orange Elephants Creative Minds cancels a support due to operational reasons, the service will be rescheduled at no penalty to either party. Where multiple cancellations or no shows occur in a 12-month period, Orange Elephants Creative Minds will initiate contact with the family and their support network to establish the supports we are providing are best suited to the family dynamics and the needs of the child.

I have read & understood the cancellation policy *

12. Contact details

The Client Representative can be contacted on:

Client Representative Name *

Alternative contact person

Address *

Phone *

Email Address of Client Representative *

13. Schedule of supports

I/we agree to pay for treatment/therapy sessions provided by Orange Elephants Creative Minds through claiming against the National Disability Insurance Scheme (NDIS) service plan. Working with the NDIS we have been allocated funding for the service year.

Start Service Date *

Finish Service Date *

14. Agreement signatures

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

Signature of Client Representative *

Name of Client Representative *

Signed Date *