



NDIS Service Agreement

This **Service Agreement** is for a **Participant** in the National Disability Insurance Scheme (NDIS) and is made between the participant and the provider.

1 - THE PARTICIPANT

Participant name:	
Participant Reference (NDIS) Number:	
Participant Date of Birth:	
Participant Representative Name:	

NOTE: A Service Agreement can be made between a Participant and a Provider, or a Participant's representative and a Provider. A Participant's representative is someone close to the Participant, such as a family member or friend or someone who manages the funding for supports under a Participant's NDIS plan.

The Provider: Cuddy Brae, Equine Assisted Therapy (Cuddy Brae hereafter)

Cuddy Brae support the independence and social and economic client 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.

2 - The NDIS and this Service Agreement

This Service Agreement is made for the purpose of providing supports under the clients 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 independent, social and economic participant 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.

3 - Schedule of Supports

Cuddy Brae agrees to provide the client Equine Assisted 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 - Responsibilities of the participant/participant representative

The participant/participant representative agrees to:

- inform Cuddy Brae about how they wish the supports to be delivered to meet the client needs;

- treat Cuddy Brae workers with courtesy and respect;
- talk to Cuddy Brae if the client has any concerns about the supports being provided;
- give Cuddy Brae the required notice if the client cannot make a scheduled appointment, noting that if the notice is not provided, Cuddy Brae cancellation policy will apply;
- give Cuddy Brae the required notice if the client needs to end this Service Agreement (see 'Ending this Service Agreement' below for more information); and
- let Cuddy Brae 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.

5 - Cuddy Brae, Equine Assisted Therapy's responsibilities

Cuddy Brae agrees to:

- review the provision of support at least annually with the participant;
- once agreed, provide support that meets the participant's needs at the participant's preferred times.
- communicate openly and honestly in a timely manner;
- treat the participant with courtesy and respect;
- consult the participant on decisions about how supports are provided;
- give the participant information about managing any complaints or disagreements and details of Cuddy Brae's cancellation policy;
- listen to the participant's feedback and resolve problems quickly;
- give the participant a minimum of 24 hours' notice if Cuddy Brae has to change a scheduled appointment to provide supports/service;
- give the participant the required notice if Cuddy Brae needs to end this 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 the relevant laws, including the NDIS Act 2013 and Rules, and the Australian Consumer Laws;
- keep accurate records on the supports provided to the participant; and
- will issue invoices and statements of the support delivered to the participant as per the NDIA Terms of Business for Registered Providers as requested.

6 - Payment

Cuddy Brae will seek payment for their provision of support after the supports have been delivered.

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

Plan Manager Provider Name:	Plan Manager Email Address:

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 participant wishes to give Cuddy Brae feedback or is not happy with the provision of supports and wishes to make a complaint, the participant can talk to Gillian Buchan on 0404848802 or email gillian@cuddybrae.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 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; and
- the participant/participant representative will immediately notify the provider if the participant's NDIS Plan is replaced by a new plan or the participant stops being a participant in the NDIS.

11 - Cancellation Policy

At Cuddy Brae we value consistent and high quality intervention. If you need to cancel an appointment 24 hours notice is required to avoid a cancellation fee. If you contact Cuddy Brae within 24 hours of your appointment, or on the day of your appointment there will be a cancellation fee of 100% charged to your account and payment due at your next appointment. Should your therapist arrive at your scheduled appointment and you and your client are not at nominated meeting point with no prior notice, the scheduled session will be charged at 100% of the scheduled fee for that session. Where Cuddy Brae 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, Cuddy Brae will initiate contact with the family and their support network to establish the if supports we are providing are best suited to the family dynamics and the needs of the client.

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I have read & understood the cancellation policy

12 - Contact Details

The Participant Representative can be contacted on:

Participant Representative Name:	
Alternative Contact Person:	
Postal Address:	
Phone Number:	
Email Address:	

Cuddy Brae can be contacted on:

Name:	Gillian Buchan
Phone Number:	0404 848 802
Email Address:	gillian@cuddybrae.com.au

13 - Schedule of Supports

I/we agree to pay for treatment/therapy sessions provided by Cuddy Brae through claiming against the National Disability Insurance Scheme (NDIS) service plan. Working with the NDIS we have been allocated equine assisted therapy funding for the service period (enter service dates)

Start Service Date:	
Finish Service Date:	

The Provider agrees to provide the client equine assisted therapy services for the duration of the agreement at the scheduled rate. These include:

- Equine therapy service provision targeted at intended therapeutic goals.
- Clinically relevant communications including phone calls/written programs/communication with other health professionals (any task that takes more than 10 minutes will be invoiced).
- Attendance at team meetings/case conferences.
- Any reports, forms or letters as required by the NDIS or requested by the client/client representative.
- Cancellation charges for late notice or no-show appointments.

Cuddy Brae reserves the right **NOT** to provide service or to cancel any future appointments for the client if you do not have sufficient funds in your plan or the plan expires. Any service fees not met by NDIS will be covered by your client/client representative.

Frequency of participation:	<input type="checkbox"/> Weekly	<input type="checkbox"/> Fortnightly	<input type="checkbox"/> Monthly	<input type="checkbox"/> As Scheduled
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Address of where participation will take place will be provided at a later date.

14 - Price & Payment Information

The total funding claimed by this service over the period of this service agreement will be (excluding additional service supports requested throughout the service period):	
At the scheduled rate of:	\$193.99 per hour *
Total funding being:	

* All prices will be adjusted if there is any change to the NDIS price guide during the service agreement period.

Cuddy Brae will claim funding from the following support category: ***CB - Improved Daily Living*** unless otherwise specified

Other support category requested:	
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15 - Agreement Signature

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

(* Required)

Signature of Participant (if applicable):	
Name of Participant: *	
Signature of Participation Representative: *	
Name of Participant representative: *	
Signature of Provider Representative: *	
Name of Provider Representative: *	