Individual Service Agreement

Between

Name: (XXXXX)

NDIS NUMBER: (XXXXXXXXX)

Plan Start Date: (XXX)

Plan End Date: (XXX)

And

Swampy & Angel Pty Ltd trading as

Kim’s Listening

NDIS provider number: 432217170



Swampy & Angel Pty Ltd trading as Kim’s Listening

59 Roderick Street, Ipswich. Queensland, 4305.

[www.kimslistening.com.au](http://www.kimslistening.com.au)

ABN: 17 638 218 309

This is an Individual Service Agreement taken from the NDIS My Place website and edited for the use of Swampy & Angel Pty Ltd trading as Kim’s Listening.

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Purpose of Agreement

The purpose of this agreement is to document a personalised and self-directed support arrangement between (XXXXX) and Swampy & Angel Pty Ltd, trading as Kim's Listening. This gives the service user the flexibility and authority to determine their chosen counselling support to achieve their aspirations and potential within the services or support outlined in this Individual Service Agreement. Any changes to the services and/or support listed in this agreement will require prior authorisation from all parties and creation of a new service agreement. This does not include simple changes to date or time by either party.

Description of Services

The Service Provider can offer a range of Counselling service durations to suit the client's needs and goals. Swampy & Angel Pty Ltd, trading as Kim's Listening, will provide details of the counselling services, invoice, policies, procedures, scheduled date, and other relevant information as an attachment to this service agreement.

Client rights and responsibilities

Whilst accessing services outlined in this agreement as a counselling client of Swampy & Angel Pty Ltd trading as Kim's Listening, I, (XXXXX):

* I have the right to nominate, in writing, an advocate or guardian who will act in my interests and accept the responsibilities imposed under this agreement.
* I have the right to be treated with dignity and respect and to have my choices and aspirations supported as far as is reasonably possible.
* I have the right to determine the type and range of activities I wish to participate in.
* I have the right to request services in accordance with my support plan, provided the request follows all applicable legislation.
* I have the right to participate in the development of my counselling goals, acknowledging that the cost of support arising from that plan must be able to be met within the funding available for this support (unless I have other income sources).
* The support plan will be reviewed at the plan end date or can be reviewed at any time upon request by the client or Swampy & Angel Pty Ltd, trading as Kim's Listening, to organise ongoing counselling.
* I Have the right to privacy and confidentiality, and in keeping with the Health Records Act 2001, I can request access to any information kept by Swampy & Angel Pty Ltd, trading as Kim's Listening.

Responsibilities of (XXXXX).

* Always treat staff and other clients with courtesy and consideration.
* Respect the needs and opinions of any clients and staff.
* Keep the service informed of any changes in my personal life, such as where I live, contact details and any changes to diagnosis or medication.

* Work cooperatively with Swampy & Angel Pty Ltd, trading as Kim's Listening, regarding issues arising during the development and delivery of the counselling support and activities covered by this agreement.
* Ensure NDIS pay all provided invoices owing by the due date.
* Adhere to the budgetary requirements of my service plan.
* Provide the service with **1-month advance notice** of intention to leave the service.
* Participate in developing and regularly reviewing my counselling goals as stated in my NDIS service agreement.
* The client is required to give **48 hours’ notice for cancellations**. If the required notification is not received, the full amount will be charged to NDIS. This is required as the space is held for the client, communication and the invoicing and documentation required.

Responsibilities of Swampy & Angel Pty Ltd trading as Kim's Listening.

In agreeing to provide counselling support through the company, Swampy & Angel Pty Ltd, trading as Kim's Listening, will ensure the company:

* We will respect the client's right to determine the range and types of counselling they wish to participate in.
* We will co-operate with the client and the activities they have chosen to undertake in accordance with the principle of least restrictive alternative.
* I will prepare a plan, utilising the client's or advocate's directions, that outlines the type of activity they will undertake and their goals.
* We will treat information about the client and their activities as private and confidential, following the client's wishes and in line with the current privacy legislation.
* Will be responsible for ongoing liaison with the relevant funding body regarding the available funding, and will be responsible for the management, reporting and invoicing for services.
* We will advise the client of any sector-wide or Swampy & Angel Pty Ltd trading as Kim's Listening developments that may affect how support is provided.
* Will provide the client with **two months' notice of intention to cease** service provision. I will provide a progress report to the client for approval, which will then be given to the support coordinator and NDIS as evidence of interactions, goals, and future funding support.

Complaints and Disputes

Swampy & Angel Pty Ltd, trading as Kim's Listening, recognises that clients and their carers have a right to provide feedback to owner Kim Stanton, resolve grievances, and commend good performance. It also encourages all clients to speak up when they are not happy.

If the client has a complaint, the company Director of Swampy & Angel Pty Ltd, trading as Kim's Listening Complaints Policy, will follow up.

This service agreement will include a copy of Swampy & Angel Pty Ltd, trading as Kim's Listening Company's Complaints Policy.

The Disability Act 2006 requires that Swampy & Angel Pty Ltd trading as Kim's Listening must:

* Have a clear process for managing complaints about our services.
* Ensure the people we support know how to raise a complaint and report every year to the Disability Services Commissioner about the number of complaints Swampy & Angel Pty Ltd trading as Kim's Listening receives and how they are managed.

Service Fees

Attached to this service agreement is the reserve funds letter provided, stating the fees, number of sessions to be allocated and total cost, following the NDIS provided guidelines and is charged under NDIS line number 15\_056\_0128\_1\_3.

A quote may be provided when details have not been arranged for the cost proposal for counselling services to be approved by the client and/or family. Variations may be negotiated depending on the client's choice and needs and the availability of service/support required.

Method of Payment for Services

* Payment can be made directly from the funding body to Swampy & Angel Pty Ltd, trading as Kim's Listening. Account details: ANZ bank registered to Swampy and Angel Pty Ltd. BSB 014 257 Account number – 318 437 229.

* Payment can be made to an Intermediary (a third party facilitating funds for and on behalf of the Client/Advocate). Services will be invoiced within 7 days of appointment to the Client/Advocate, who will then forward the invoice to the Intermediary for payment to Swampy & Angel Pty Ltd, trading as Kim's Listening. Invoices will be payable within 14 days.
* Direct payments from Client/Advocate Services will be invoiced within 7 days of appointment to the Client/Advocate by Swampy & Angel Pty Ltd, trading as Kim's Listening, and will be payable within fourteen days.

If the fees cannot be paid for a particular period for some reason, the client, family, or carer must contact Kim Stanton at Swampy & Angel Pty Ltd, trading as Kim's Listening, with an explanation of the problem and negotiate ways to resolve it.

Quality Assurance/Annual Evaluation

To monitor the quality of the outcomes relevant to the aim of this service agreement, the client, with his/her representatives and Swampy & Angel Pty Ltd trading as Kim's Listening, will participate in a quality assurance process at least annually. The client will independently complete a quality/evaluation. A consultative meeting will then be held to discuss any issues arising, new goals or changes that might be requested to be included in any new service agreement.

Review and Audits

Recognising that Swampy & Angel Pty Ltd trading as Kim's Listening has a legal obligation to participate in government-initiated reviews and audits, the client and his/her representatives agree to co-operate to the extent reasonably necessary for these to take place subject to discussion of the relevance of the audit to the client's situation.

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End document information.

Service Agreement Signatures

Client's signature confirming the counselling support arrangement, charged under NDIS line item: 15\_056\_0128\_1\_3 and further outlined in the reserve fund letter and service agreement with Swampy & Angel Pty Ltd trading as Kim's Listening:

I, (XXXXX) understand, accept, and agree to the information outlined in this Service Agreement and Schedule(s)

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OR Family Member/Administrator's signature**:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as family member/administrator for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand, accept, and agree to the information outlined in this Service Agreement and Schedule(s)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to the person accessing this support arrangement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The agreement was accepted and signed on behalf of Swampy & Angel Pty Ltd, trading as Kim's Listening.

Name: Kim Stanton Counsellor and owner of Swampy & Angel Pty Ltd, trading as Kim's Listening

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Insert Reserve Funds Letter**

**Or**

**Quote**

**Glossary of Terms**

**Advocacy**: Representing the concerns and interests of clients and carers, speaking on their behalf, and providing training and support to enable them to represent themselves.

**Advocacy services**: Services specialising in the representation of people with a disability, their views, and interests.

**Agency**: The National Disability Insurance Scheme Launch Transition Agency has been established by the Australian Government to implement the first stage of a National Disability Insurance Scheme (NDIS). The name of the scheme is Disability Care Australia. The Agency will work to ensure improved support for people with a disability, their family, and carers, and to deliver the first stage of a NDIS.

**Agreement**: A document that sets out the rights and obligations of service clients and service providers. The agreement may cover a variety of issues relating to service provision, including care, fees and charges, the rights and responsibilities of the service provider and care recipient, and any extra services.

**Assessment**: Ongoing process beginning with first client contact and continuing throughout the intervention and maintenance phases to termination of contact. The major goals of assessment are (a) identification of vulnerable or likely cases; (b) diagnosis; (c) choice of optimal treatment; and (d) evaluation of the effectiveness of the treatment.

**Assistive technology**: Specialised equipment that enhances an individual’s participation and independence in their daily lives. Examples of assistive technology include speech generating devices and communication aids, computers, powered mobility equipment, specialised wheelchair seating and walkers.

**Carer**: A person who provides any informal ongoing assistance, in terms of help or supervision, to persons with disabilities. Assistance to a person in a different household relates to 'everyday types of activities', without specific information on the activities. Where the care recipient lives in the same household, the assistance is for one or more of the following activities: cognition or emotion, communication, health care, housework, meal preparation, mobility, paperwork, property maintenance, self-care, transport.

**Communication aids and devices**: help people with complex communication needs communicate, by supporting or replacing their speech. There are high technology options which use computers and specialised software and include speech generating devices. These allow an individual to produce or select messages for communication. Low technology options include simple technologies, communication boards or communication books. These options show pages of pictures and/or letters and words that a person with complex communication needs can point to in order to communicate (also see PODD communication books).

**Community-based supports**: Services or supports within communities that can be used by everyone. E.g., this might be a health service or home cleaning.

**Community access**: A service which supports people to go to local places and community activities such as social groups, libraries, and general community services.

**Complaints Policy**: A document that talks about the steps a service will take when a person makes a complaint about them. It also talks about what the person who is making the complaint must do.

**Day services**: provide daytime support for people in their communities. Activities vary between day service centres as they’re based on individuals’ choices and interests and include swimming, art and music programs and woodwork.

**Disability Act 2006**: talks about the rules and guidelines that disability services must follow. The Act talks about things like the rights and responsibilities of people with disabilities and rules for services. (Applies to Victoria only)

**Disability Support Register**: is a system that records information about a person's support needs. This helps keep track of who needs what so that when services and resources become available, they can be given to people in a way that is fair and happens more quickly.

**Easy English**: An Easy English document is one that is written in simple and plain language so that it is easy to understand. More documents that are produced by the Government are now being offered in Easy English.

**Evaluation**: The process used to describe the process of measuring the value or worth of a program or service.

**Formal Supports**: are those that people pay for. Formal supports might be community-based (like paying for house-cleaning through a local council) or might be disability specific (like paying for a support worker).

**Guardian**: A person who has been given the legal power to make important personal decisions on behalf of another adult. This might include decisions about where the person should live or what kind of health care and services the person should have.

Independent living training service provides support to people who want to gain skills and confidence in a range of activities, which will allow them greater independence and control in their day-to-day lives.

**Informal supports**: Supports offered by family and friends and others in the community.

**Local Area Coordinators (LAC):** work to increase community inclusion and support people with disabilities. They connect participants with mainstream services and local, community-based supports and help participants to realise their plan by building individual and informal support capacity. They provide information to those people who are not eligible as participants of NDIS about other appropriate services.

**Outcome**: A measurable positive change in the well-being of a participant supported through NDIS which is attributable to the interventions or services they have received.

**Participant**: a person with a disability who is eligible to receive care and support through the National Disability Insurance Scheme and who is utilising, or who has utilised, a service.

**Planner**: A NDIS Planner works with participants to identify support needs including access to mainstream supports and community life to enable a good life and enable progress with the participant’s goals and aspirations.

**Policies and Procedures Manual**: talks about how a service should run. It should also have information available about how the service will respond in certain situations such as when someone makes a complaint.

**Power of Attorney**: A document by which a person appoints someone else, usually a trusted family member or friend, to act as their agent with authority to deal with and manage their property and other financial affairs.

**Registered Disability Service Providers**: are agencies that are funded by DHS to provide services for people with a disability. These services must follow the guidelines in the Disability Act 2006. A list of all registered services can be found on the Department website. It is called the Register of Disability Service Providers. (Applies to Victoria only)

**Residential Care**: is provided to people with a disability who cannot live independently at home and who have been assessed as needing this care.

**Respite**: Respite care services help carers take breaks from their caring role. A range of respite care services are available, including respite in the person's home, in a day care centre in the community or in a residential facility. Respite can be provided by family members, friends, neighbours, or trained workers.

**Self-determination**: The entitlement of people to have control over their destiny and to be treated respectfully it is founded in International Rights law.

**Service provider**: Organization, business or individual that offers service to others in exchange for payment.

**Support Plan Review**: Is the process of looking at a current support plan to see if there need to be any changes. This should happen at least every three years, or a participant can ask NDIS to have a review at any time.

End Glossary

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End Document