

Service Agreement Template:

*This is an example of an Individual Service Agreement– taken from
the NDIS My Place website*

INDIVIDUAL SERVICE AGREEMENT

Between

Name of Client/Participant

And

Name of Service Provider

Next Review Date:

Service Provider Details, Logo and ABN

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1. 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 an 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. Eg. 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 has to 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 have to 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.

2. Purpose of agreement

The purpose of this agreement is to document a personalised and self directed support arrangement between (Client's Name) and (Service Provider's Name) which provides the service user the flexibility and authority to determine his/her chosen supports to achieve his/her potential /aspirations and control his/her own life. (Service Provider's Name) agrees to provide 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.

3. Description of Services

The Service Provider offers a range of service types that can be used singly or in a range of combinations to suit the client. (Name of Service Provider) will provide details of services, costs, policies, and procedures and other relevant information as an attachment to this service agreement by way of Schedules.

4. Client rights and responsibilities

Whilst accessing services outlined in this Agreement as a client of (Service Name), I (Client's Name)

- 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
- Have the right to be treated with dignity and respect and to have my choices and aspirations supported as far as is reasonably possible
- Have the right to determine the type and range of activities that I wish to participate in
- Have the right to request services in accordance with my support plan, provided the request is also in accordance with all applicable legislation
- Have the right to participate in the development of my support plan acknowledging that the cost of supports arising from that plan must be able to be met within the funding available for this support (unless I have other income sources). Any support plan will be reviewed annually or can be reviewed upon request by me or (Name of Service) at any time.
- Have the right to privacy and confidentiality and in keeping with the Health Records Act2001, to request access to any health information kept by (Name of Service Provider).

As a client or family member I (Client's Name) will:

- Treat staff and other clients with courtesy and consideration at all times
- Respect the needs and opinions of all clients and staff
- Keep the Service informed of any changes in my personal life such as where I live and any changes in medication.
- Work cooperatively with (Name of Service Provider) regarding issues arising during the development and delivery of support and activities covered by this agreement
- Pay all fees owing by the due date
- Adhere to the budgetary requirements of my service plan.
- Provide the Service with 2 months advance notice of intention to leave the service.
- Participate in the development and regular review of my support plan

Responsibilities of (Name of Service Provider)

In agreeing to provide this support arrangement (Name of Service Provider):

- Will respect the rights of the client to determine the range and types of activities they wish to participate in
- Will work cooperatively and in line with the principle of least restrictive alternative with the client and the activities they have chosen to undertake
- Will prepare a support plan with the client that outlines the activities they will undertake and the support to be provided by (Name of Service Provider). A copy of the support plan will be provided to the client (and his or her guardian or advocate where applicable).
- Will treat information about the client and their activities as private and confidential in line with the client's wishes and with privacy legislation.
- Will be responsible for ongoing liaison with the relevant funding body regarding the development and operation of the support arrangement.
- Will be responsible for the management and reporting of funding.
- Will respect the right of the client to determine the range and type of activities they wish to participate in
- Will receive, where applicable on behalf of the client, their allocated funding, and provide advice and reports as to the client's budget and any income and expenditure at least quarterly and upon request at any time.
- Will advise the client of any sector-wide or (Name of Service Provider) developments that may affect the way support is provided.
- Will provide the client with 2 months notice of intention to cease service provision.

5. Complaints and Disputes

(Name of Service Provider) recognises that clients and their carers have a right to provide feedback to our staff, management and Board of Directors to raise suggestions, resolve grievances and commend good performance and encourages all clients to speak up when they are not happy.

If the client has a complaint (Name of Service Provider's) Complaints Policy will be followed. A copy of our Complaints Policy will be provided with this service agreement.

The Disability Act 2006 requires that (Name of Service Provider) 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 we receive and how we managed these complaints

6. Service Fees

Attached to this service agreement is the cost proposal for services decided by the client and family. Variations may be negotiated depending on the client's choice and needs and availability of service/supports required.

Method of Payment for Services

Payment can be made from the funding body direct to (Name of Service Provider)

Or

Payment can be made to an Intermediary (third party who facilitates funds for and on behalf of the Client/Advocate)

Services to be invoiced monthly to Client/Advocate who will then forward Invoice to Intermediary for payment to (Name of Service Provider). Invoices will be payable within fourteen (14) days.

Or

Direct payments from Client/Advocate

Services to be invoiced monthly to Client/Advocate by (Name of Service Provider) and will be payable within fourteen days.

If for some reason the fees cannot be paid for a particular period, the client or family or carer is required to contact the (Manager Name of Service Provider) or delegate with an explanation as to the problem and negotiate ways for this to be resolved.

7. 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 (Name of Service Provider) will participate in a quality assurance process at least annually. Each party will independently complete a quality/evaluation document attached to the agreement as Schedule... . A consultative meeting will then be held to discuss any issues arising or changes that might be requested.

8. Review and Audits

Recognising that (Name of Service Provider) 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.

9. Service Agreement Signatures

Client's Signature confirming the support arrangement and service agreement with (Name of Service Provider):

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

Name: _____ 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: _____

Agreement accepted and signed on behalf of (Name of Service Provider)

Name: _____ Signature: _____
Date: _____