



National Disability Insurance Support Service Agreement

NDIS Participant

Date of Birth:

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National Disability Insurance Scheme (NDIS) Support Service Agreement

1. Introduction

This agreement is made between:

of Address _____

Service Provider: Kristalee's counselling for you

This Agreement between Kristalee's counselling for you and _____ commences on
_____ ceases on _____

Your NDIS Plan start date is: _____

Your NDIS Plan review date is: _____

As a provider, Kristalee's counselling for you agrees to supply the following supports (please tick appropriate box)

- Assistance with Social and Community participation.**
- Group bases Community, social and recreational activities.**
- Assistance in living arrangements - supported independent living.**
- Assistance with daily activities.**
- Others. Please specify:** _____

The types and duration of supports will continue between the **Agreement start and finish dates** unless a review is initiated earlier by either **the Participant** or Kristalee's counselling for you will respect notice periods in relation to any changes in the type or duration of supports in the event of a review of **the Participant's** National Disability Insurance Scheme (NDIS) plan occurring.

This **support service agreement** will be reviewed prior to the NDIS Plan Review Date or as required and agreed by both Kristalee's counselling for you **and the Participant**.

2. Responsibilities

The Provider's responsibilities.

The provider Kristalee's counselling for you agrees to:

- Provide the Participant with written information (or in other format as requested) about the types of support to be offered;
- Work with the Participant and their family/Carer and other relevant stakeholders (where required) to provide supports in a manner that suits their needs;
- Consult the Participant and their family/Carer and other relevant stakeholders (where required) on decisions about how supports are provided;
- Treat the Participant and their family/Carer with courtesy and respect;

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- Communicate openly and honestly and in a timely manner;
- Listen to the Participant's feedback and work to resolve problems quickly;
- Keep clear and timely records on the supports provided;
- Review the **support service agreement** with the Participant and the NDIS on _____ and/or as required;
- At all times comply with all Legislations, Regulations, Laws, Acts and Standards established by Government Authority in the provision of service under this NDIS Support Service Agreement;
- Thorough provision of agreed supports/ services, under no circumstances discredit the valued status and prejudice the name of either the Participant or Kristalee's counselling for you;
- Notify immediately your family/ Carer or other significant stakeholders of any significant incidents or accidents involving yourself under this Support Service Agreement;
- Induct and appropriately train all support workers prior to the commencement of supports;
- Provide ongoing supervision and feedback to support workers involved in your direct support;
- Ensure criminal record and Working with Children (where required) checks for staff providing you with supports have been completed;
- Provide staffing at different skill levels; however, the various options come at different costs pending on the support needs of the Participant. There may also be an option of a private agreement which will incur an additional charge to the Participant if he/ she wants to select their own staff member;
- Follow the SCHADS (Social, Community, Home care And Disability Service) Award at all times to ensure the staff employed meet the award conditions;
- Not accept any gifts over \$20 and declare the gift if this occurs.

The Participant's responsibilities:

I (**the Participant**) or the Plan Nominee, agree to:

- Work cooperatively with Kristalee's counselling for you to ensure that services and supports are delivered to meet my needs;

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- Treat those involved in the delivery of my supports with courtesy and respect;
- Keep Kristalee's counselling for you informed of any changes to my situation that I expect will have an impact on this Agreement;
- Adhere to Kristalee's counselling for you complaint policies and procedure if I have any concerns about the services or supports being provided; agree if staff are not suitable, I will contact the Client Service Manager immediately and report my concerns;
- Give Kristalee's counselling for you reasonable notice (2 weeks' notice) should I need to change any arrangement so that appropriate adjustment, if necessary, can be made;
- Give Kristalee's counselling for you reasonable notice (4 weeks' notice) should I wish to cease this agreement;
- Agree that if I overspend with my NDIA funds, I personally am liable for any extra costs;
- Agree that Kristalee's counselling for you services will cease immediately until there are adequate funds available;
- Agree that the best method of communication for me is (please indicate preferences)
 email, letter, mobile phone, text or home phone other : _____
- Agree to contact the Client Service Manager with reasonable notice if additional hours/days are needed;
- Provide a safe, working environment if working in the family / Participant's home;
- Agree to not deliberately contravene the SCHADS Award by asking the staff to work outside its conditions;
- Agree to adhere to all Kristalee's counselling for you Policies and Procedures.

Changes to this Agreement

Should either party need to substantially change when or how supports are to be provided, each party agree to give two **(2) week's** notice.

- If I, or my **Plan Nominee** do not provide the notice in the time specified, the provider will seek payment from me for the missed/ cancelled support.
- If Kristalee's counselling for you does not provide notice in the time specified, Kristalee's counselling for you will be responsible to provide missed/ cancelled support at no cost to the Participant at another time suitable to both parties.

Should changes start to happen on a regular basis, we both agree that it is time to discuss and review the support schedule documented in Section 3 of this Agreement. We agree that any

changes to this Agreement will be documented in writing, signed and dated by both parties.

Termination of Agreement

Should either party require this Agreement to end, we agree to give **four (4) week's** notification.

If extenuating circumstances present or either party seriously breaches any terms of this Agreement, then the requirement of notice will be waived.

3. Schedule of Support

*Definitions

CORE – A support that enables a Participant to complete activities of daily living and enables them to work towards their goals and meet their objectives

Table 1.

Support Areas Required	Description of Support/s (Details)	Cost	Monthly Cost (Budget)	Annual Cost (Budget)	How will the supports be paid?	CODE
ESTABLISHMENT FEE	Cost for setting up this Support Plan	One-off		\$500	NDIS	01_049_010 7_1_1

Table 2.

Support Areas Required	Description of Support/s (Details)	Hours per week (Budget)	Base Rate (\$) as per most up-to-date NDIS Price Guide	Weekly Cost (\$) (Budget)	Annual Cost (\$) (Budget)	How will the supports be paid (Agency, Plan Managed, Self-Managed)?	Code

Table 3.

Day/s of week	Description	Number of staff	Anticipated Start time	Length of service (hrs)	Budgeted cost (\$)	Comments
Monday, Tuesday, Wed						
Other notes (include estimates) e.g. Public Holidays included or not.						
Public holidays have not been included						

Participant’s additional expenses

Additional expenses (i.e. things that are not included as part of a Participant’s NDIS supports) are the responsibility of _____ or their plan nominee to pay directly to Kristalee’s counselling for you. These are not included in the hourly price for support set by the NDIA. Examples include service provider travel and transport fees, public transport costs, community venue activity entrance fees, event tickets, meals, etc.

Table 4.

Support Areas Required	Description of Support/s (Details)	KMS	Weekly Cost – 1:1 (Budget)	Monthly Cost 1:1 (Budget)	How will this be paid?	CODE

*In the event that there is more than one Participant sharing a vehicle per trip, the cost of the KMS will be shared between the numbers of Participants in the vehicle.

Table 5.

Support Areas Required	Description of Support/s (Details)	Program Cost	Monthly Cost (Budget)	Annual Cost (Budget)	How will the supports be paid?	CODE

4. Cancellation of Supports

Cancellation by Kristalee’s counselling for you

Should Kristalee's counselling for you staff be unavailable due to illness/ leave, support for that day may be cancelled. Kristalee's counselling for you will notify you of our staff member's absence as early as possible. Where applicable and appropriate, supports for that day may be renegotiated for another time agreed upon by both the Participant and Kristalee's counselling for you to enable continuity of supports or another staff member may be utilised. Kristalee's counselling for you will be responsible to notify the Participant no later than 2 hours prior to the documented support start time. No charge will be incurred by the Participant for that day's support.

Cancellation by The Participant

Kristalee's counselling for you is required to receive notice of support cancellation 24 hours prior to provision of support. If Kristalee's counselling for you does not receive such notice, payment will be claimed as per the participant's agreed support Plan through the NDIS Provider Portal. Kristalee's counselling for you will make claim for no more than 8 individual instances of cancellation or no shows in a continuous 12-month period. Where cancellation is received within the specified timeframe no claim for payment will be made to NDIA.

Where a Participant will not be available to receive support for a period of time in excess of 5 days (e.g. supported holiday, family holiday) Kristalee's counselling for you requests that a minimum of two (2) week's notification is provided. Failure to notify Kristalee's counselling for you of an extended absence may result in Kristalee's counselling for you making claims for payment of scheduled support to meet industrial relations obligations to its staff.

Kristalee's counselling for you acknowledges that at times the health, personal and physical wellbeing of Participants may be compromised and extended periods away from support will occur at short notice. In these instances, Kristalee's counselling for you will consult with Participants, their families/ Carers or others responsible to ensure a suitable outcome is reached.

Participant Cancellation Protocol

Weekday Supports: Kristalee's counselling for you office hours of operation are from 8am – 5pm Monday to Friday. Participants, families/ Carers and other important stakeholders are requested to contact **0421695062** during these operating hours to notify any cancellation of your support.

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Weekend/Public Holiday Supports: Participants, families/ Carers and other stakeholders are requested to contact our on call mobile number on **0421695062** to notify any cancellation of your support.

5. Authorisation of Supports

Kristalee's counselling for you acknowledges that each Participant's circumstance, knowledge and expertise is different.

To ensure Participants are provided opportunity to have as much choice, control, flexibility and responsibility in the management of supports, Kristalee's counselling for you has included a range of options for Participants to ensure accountability and effective authorisation of supports that have been provided. Participants can choose from the below options:

I wish to manage and provide written authorisation of supports on a weekly basis to Kristalee's counselling for you prior to Kristalee's counselling for you making Claim for payment through NDIA.

I provide Kristalee's counselling for you with permission to manage the authorisation of supports and make claims to NDIA for payments of support provided on a weekly basis. This also includes making claims any late notice cancellations within each claim period.

I have chosen to self-manage my supports and request that Kristalee's counselling for you provide me with details of types of support.

6. Claims for and Payment of Supports

Kristalee's counselling for you will seek payment for supports provided to Participants. After checking that a support was delivered and has been correctly authorised, a claim for payment to NDIA will be made as soon as practicable. To ensure claims for payments are made in a timely fashion please select an option from the list below.

If you have nominated the NDIA to manage your funded supports, Kristalee's counselling for you will make a claim for payment from the NDIA.

If you have nominated a Plan Management provider to manage your funded supports, Kristalee's counselling for you will advise your **Plan Management provider** they can make a claim for payment from the NDIA. Where Kristalee's counselling for you may be the Service Provider and the Plan Management provider Kristalee's counselling for you will make claims for payment from NDIA.

If you have chosen to self-manage your supports (including Participant Transport Assistance payment), Kristalee's counselling for you will send you an invoice for you to pay. You will need to

pay this invoice by either cheque or Electronic Funds Transfer. Accounts must be paid strictly within 7 days from the issue date of each invoice.

Overdue Accounts

In the event payments for support are not received within 7 days from the issue date of each invoice the payments will be considered overdue and support for **the Participant** will not be provided until such time as the account is sufficiently settled.

Expiration of Support Funding

In the event that your allocated support funds for any of the support items included in your plan are exhausted prior to your annual review with the NDIA, Kristalee's counselling for you will make contact with you to identify and negotiate alternative arrangements for reimbursement of support costs incurred as part of your schedule of supports.

7. Goods and services tax (GST)

For the purposes of GST legislation, the Parties confirm that:

- the supports described in this Service Agreement are reasonable and necessary supports specified in the statement of supports in the Participant's NDIS plan currently in effect under section 37 of the [National Disability Insurance Scheme Act 2013](#);
- the Participant's NDIS plan is expected to remain in effect during the period the supports are provided; and
- Will immediately notify if the Participant's NDIS Plan is replaced by a new plan or the Participant stops being a Participant in the NDIS.

8. Insurance & Indemnity:

Kristalee's counselling for you will be responsible to implement and maintain current and appropriate insurance coverage.

9. Confidentiality

That Kristalee's counselling for you and the Participant have a responsibility to:

- Keep all information in this Support Service Agreement confidential.
- Keep all attached information to the Support Service Agreement confidential.
- Only use the confidential information provided to enhance and support its performance in the provision of agreed services under this Support Service Agreement.
- Provide access to information from this agreement for a specific need allowing the supports requested to be provided.

Kristalee's counselling for you has a strict Privacy and Confidentiality policy, so to do this we need to seek your consent. Please **tick and initial** the boxes below to indicate whether or not you consent to the following. You can withdraw your consent at any time:

Yes, I hereby consent to my photo, name and / or comment / story being published in the Kristalee's counselling for you Newsletter, Facebook page and Website.

Yes, I hereby consent to my photo, name and / or comment / story being sent to newspapers (local, state and / or national), radio and Television media outlets.

Yes, I hereby consent for my photo, story / comment to appear but using a false name to preserve my privacy.

No. I do not provide consent for any photo of me to be taken and / or stories or comments be used by Kristalee's counselling for you.

Yes, I hereby consent for Kristalee's counselling for you to access records on the Portal at any time.

Yes, I hereby consent for Kristalee's counselling for you to liaise with the NDIS, NDIA or any other relevant Service Provider on my behalf.

10. Feedback/Complaint/Disputes

If you wish to provide feedback or make a complaint, please contact your Client Service Manager on Ph._____. If the complaint/dispute remains unresolved, and you are not happy with the outcomes or Kristalee's counselling for you's Complaints process you can write to the **the NDIA Commission via your portal**.

Kristalee's counselling for you is committed to resolving complaints fairly, equitably and as quickly as possible. The complaint can be face to face, by phone, fax, letter or email. The complaint will remain confidential and information will only be available to those who are involved in resolving the complaint. Complainants will not be disadvantaged or be prevented from continuing to receive supports as a result of making a complaint.

The Complainant may at any point in the complaints process, contact the following

- Client Service Manager
- CEO
- National Disability Insurance Agency
- An external support agency

Included is a list of external providers who can assist you with the complaints process if you prefer.

QLD Ombudsman			
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Entire Agreement

This agreement sets out all of the terms of your supports and services with Kristalee’s counselling for you. This agreement supersedes and replaces all prior representations, contracts and agreements (whether oral or in writing) detailing your supports and services with Kristalee’s counselling for you

If there are any other matters you wish to discuss further, please let Kristalee’s counselling for you know before you sign this agreement.

Once you sign this agreement, you are confirming it is complete and no agreed terms are missing.

Contact details

I _____ can be contacted on:

Address: _____

Phone/Mobile: _____ **Email:** _____

If applicable, **my Plan Nominee** _____ can be contacted on

Address: _____

Phone/Mobile: _____ **Email:** _____

Agreement signatures

I, _____ **confirm** that this agreement has been explained to me and/or my plan nominee and that I/we agree to this:

Name of Participant: _____ Date: _____

Signature: _____

Name of Plan/Participant Nominee: _____ Date: _____

Signature: _____

Signature on behalf of Kristalee’s counselling for you _____ Date: _____

Name & Position: _____

Receipt of the acceptance constitutes an absolute agreement for the provision of the service.