

# Own it.

Train, eat and live  
your best life.



## INDIVIDUAL SERVICE AGREEMENT

By Subscribing to Able Digital Wellness via [beable.com.au](https://beable.com.au) or any other method, you have indicated that you have read and agree and are bound by the terms held within this service agreement.

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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 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.

**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.

**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

# 1: Glossary of terms

makes a complaint.

**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 ABLE DIGITAL WELLNESS 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. The service user and/or their guardian acknowledge that Able Digital Wellness are by no way providing them bespoke Exercise, Dietary or Mental Wellness advice, and that any content provided is general in nature and designed to be used in conjunction with any professional Allied Health advice/plan they are currently accessing. It is the user or their registered guardian's responsibility to determine weather or not our platform and the content provided is right for the service user . ABLE DIGITAL WELLNESS 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

ABLE DIGITAL WELLNESS provides online exercise, nutrition and mental wellness content that is generic in nature. It is produced by registered Allied Health Professionals (unless otherwise indicated) all content provided can be used singly or in a range of combinations to suit the client, it is at ALL times the responsibility of the client and/or their guardian and support staff to determine ability levels, frequency of exercise and allergy requirements. ABLE DIGITAL WELLNESS will provide details of services, costs, policies, and procedures and other relevant information in this service agreement by way of Schedules.

## 4: Rights and responsibilities

**Whilst accessing services outlined in this Agreement as a client of ABLE DIGITAL WELLNESS, I (Client)...**

- 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).
- Accept all responsibility for my own ability and completely indemnify Able Digital Wellness and its staff

**As a client or family member I (Client) will:**

- Treat staff and other clients with courtesy and consideration at all times
- Respect the needs and opinions of all clients and staff
- Keep ABLE DIGITAL WELLNESS informed of any changes in my

payment information

- Work cooperatively with ABLE DIGITAL WELLNESS regarding issues arising during the development and delivery of the online service and activities covered by this agreement
- Pay all fees owing by the due date
- Adhere to the budgetary requirements of my service plan.

#### **Responsibilities of ABLE DIGITAL WELLNESS**

##### **In agreeing to provide this support arrangement ABLE DIGITAL WELLNESS:**

- Will respect the rights of the client to determine the range and types of activities they wish to participate in
- Will provide a one-off welcome package inclusive of tablet, Chromecast, and t-shirt via mail, providing this was selected and provide professionally prepared weekly online exercise, nutrition and mental wellness routines to assist the participant in self-care

and group based activities

- 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 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 reports

## 5: Complaints and Disputes

ABLE DIGITAL WELLNESS 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 ABLE DIGITAL WELLNESS Complaints Policy will be followed. A copy of our Complaints Policy is available on our website:

beable.com.au

Any complaints should immediately be forwarded to hello@beable.com.au where we will respond with 5 business days

#### **The Disability Act 2006 requires that ABLE DIGITAL WELLNESS must:**

- Have a clear process for managing complaints about our services
- Ensure the people we provide services to know how to raise a complaint; and

## 6: Service Fees

Below is the cost for services and assistive technology decided by ABLE DIGITAL WELLNESS.

**One time establishment & assistive technology fee: \$350 minimum, but may increase based on the equipment selected**  
**Monthly service fee: \$66.00**

Method of Payment for Services

Payment can be made from the funding body direct to ABLE DIGITAL WELLNESS

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 ABLE DIGITAL WELLNESS Invoices will be payable within fourteen (14) days.

OR

Direct payments from Client/Advocate – Services to be invoiced monthly to Client/Advocate by ABLE DIGITAL WELLNESS 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 ABLE DIGITAL WELLNESS or delegate with an explanation as to the problem and negotiate ways for this to be resolved.

## 7: Review & Audits

Recognising that ABLE DIGITAL WELLNESS 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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