

Grampians Health (GH) & National Disability Insurance Scheme (NDIS)

Registered Participant – Service Agreement

This document is a **legally binding** 'Service Agreement' **between** Grampians Health (GH, we and us) (trading as **Safety Link Assist**) and the NDIS Participant specified below (**you**):

NDIS Participant	Contact Information
Participant's NDIS ID Number	
Title (Mr. Mrs. Ms. Miss. Other) & Participant's Full Name	
GH UR number (if known)	
Date of Birth	
Postal Address	
Email Address	
Home Phone	
Mobile Phone	
Gender (Male, Female, Intersex, Transgender, Asexual, Agender)	
Do you identify as Aboriginal or Torres Strait Islander? (if yes please specify)	
Authorised contact person/nominee	

The Service Agreement comprises:

- the Obligations of the Parties;
- the attached Terms and Conditions;
- the attached Schedule of Supports;
- **GH's** documented incident management summary in **Appendix A**.

Supply of a Support to you may be subject to separate purchase or loan terms and conditions.

Obligations of the parties

Under the terms of the Service Agreement:

1. **GH** agrees to:
 - **Act with respect** for your rights to freedom of expression, self-determination and decision-making in accordance with applicable laws and conventions;
 - **Respect your privacy**;
 - Provide the Supports **in a safe and competent manner**, with care and skill;
 - **Act with integrity**, honesty and transparency;
 - Promptly take steps to **raise and act on concerns** about matters that may impact the quality and safety of supports and services provided to you;
 - Take all reasonable steps to **prevent and respond to all forms of violence** against, and exploitation, neglect and abuse of, people with disability;
 - Take all reasonable steps to **prevent and respond to sexual misconduct**;
 - **Provide** the requested supports as per the attached Schedule of Supports;
 - **Issue invoices** for the supports provided by us; and
 - **Abide by the terms and conditions** of this Service Agreement, the *National Disability Insurance Scheme Act 2013* (Cth) and any regulations or rules made under that Act.

2. **The Participant** agrees to:
 - Always be **courteous and respectful**;
 - **Ensure that funding** for the supports requested is available to **GH Safety Link Assist**;
 - **Accept responsibility** for decisions about Assistive Technology (AT) support/s requested where no formal assessor has been involved;
 - **Only request us to supply** supports that have been approved in your NDIS Plan;
 - **If changes to the supports or their delivery are required**, to discuss the proposed changes with **us** and with a view to reviewing this Service Agreement in accordance with the attached Terms and Conditions;
 - **Let us know immediately if your NDIS Plan is suspended or replaced** by a new NDIS Plan or you stop being a participant in the NDIS; and
 - **Abide by the terms and conditions** of this Service Agreement.

The **Parties** agree to the terms of this Services Agreement

Signed for or on behalf of **the Participant**:

Name (NDIS Participant) _____

Signature (NDIS Participant) _____

OR

Name (NDIS Nominee) _____

Signature (NDIS Nominee) _____

Date _____

Signed for and on behalf of **Grampians Health** Safety Link Assist

Name (GH Authorised Delegate): _____

Signature (GH Authorised Delegate): _____

Date _____

Consent to Share

As a registered NDIS service provider Grampians Health is subject to periodical NDIS Accreditation/auditing. Do you consent to share your details for this purpose.

Yes *[please tick one]*

No

Contact Us: Safety Link Assist

- **Phone:** 1800 995 009
- **Fax:** 03 5333 8111
- **Email:** safetylinkassist@gh.org.au
- **Website:** <https://safetylinkassist.org.au/>
- **Postal Address:** Safety Link Assist, PO Box 1993, Bakery Hill, VIC, 3354

Communication Support

- To use an interpreter over the telephone call: 131 450
- To use the National Relay Service: <https://www.communications.gov.au>
- You may use an advocate, NDIS Planner or alternative support provider/person. GH agrees to provide information in appropriate formats to support Participants understanding and involvement in decisions.

Operating Hours

Safety Link Assist

Safety Link Assist of **GH** operates during normal business hours from 8.30am - 5.00pm Monday to Friday with an after-hours service for emergency breakdowns (24/7 365 days per year).

Terms and Conditions of Agreement

1 Terms used in this Agreement

In this Agreement:

- a) **Assistive Technology (AT) supports** - any item, equipment or product and/or repairs and maintenance of that item
- b) **GH/we and us** – Grampians Health
- c) **Consumable supports** - any continence aids and/or low-cost item, equipment or product and/or maintenance of that item.
- d) **NDIS/NDIA** - National Disability Insurance Scheme as established by the National Disability Insurance Scheme Act 2013 (Cth). The NDIA is the National Disability Insurance Agency which manages the NDIS.
- e) **NQ&SC** - National Quality and Safeguards Commission.
- f) **NDIS Act** – the *National Disability Insurance Scheme Act 2013* (Cth).
- g) **Participant/you** - the person who the Supports are provided for
- h) **Personal Information** - information to which relevant privacy laws apply and, for the avoidance of doubt, includes:
 - Personal information, as defined in the Privacy and Data Protection Act 2014 (Vic);
 - Health information, as defined in the Health Records Act 2001 (Vic); and
 - Personal information, including sensitive information, as those terms are defined in the Privacy Act 1988 (Cwlth).
- i) **Supports** - the provision of **Assistive Technology (AT) supports** and **Consumable supports** and other services specified in the Schedule of Supports.

2 Commencement of Supports

The Supports will commence when: a **completed and signed Service Agreement and Schedule of Supports has been received** by **GH**.

3 Conclusion of Supports

This Service Agreement will terminate in the event that:

- the Schedule of Supports has expired (unless the Schedule of Supports is replaced);
- you run out of funding for the Supports set out in the Schedule of Supports; or
- you cease to be registered with the NDIS.

Following termination or expiry of this Service Agreement, you or your Plan Manager **must pay** any amounts that are still outstanding, and you are liable with respect to any breach of this Service Agreement.

4 Forces beyond our Control

- **GH may withhold** doing what we have to under this Service Agreement if prevented by riots, strikes, civil commotion, pandemic or anything beyond our reasonable control.
- **GH will not be held liable** under or be deemed in breach of this Service Agreement for any delays or failures in performance of this Service Agreement, which results from circumstances beyond our reasonable control.

5	Entire Agreement	<ul style="list-style-type: none"> Where possible GH will promptly notify you in writing when such circumstances arise causing a delay or failure in performance and when they cease to do so. <p>This Service Agreement is the entire agreement between the parties. It supersedes all prior agreements, communications and representations between you and GH relating to the Supports.</p>
6	GST Statement	<p>Most services GH provides under the NDIS are GST free. However, GST may apply to some Supports or some components of Supports as determined by the (National Disability Insurance Scheme Supports Determination 2017). Supply to a NDIS Participant is GST-free if all of the following requirements are met:</p> <ol style="list-style-type: none"> The Participant has a NDIS Plan in effect. The supply is reasonable and necessary supports that are specified in the statement of supports in the NDIS Plan. There is written agreement between the parties (this Service Agreement constitutes that written agreement). It is a supply covered by one of the schedules in the GST free Supply. <p>A supply of Supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in your NDIS Plan under section 33(2) of the NDIS Act.</p>
7	Participant privacy regarding any information we may collect	<ul style="list-style-type: none"> GH is committed to conducting our business in accordance with the principles below in order to ensure that the confidentiality of personal information is protected and maintained. A privacy policy has been developed in order for you to understand how we collect, use, communicate, disclose and otherwise make use of personal information. GH may change this privacy policy from time to time at GH's sole discretion. Please check our website https://www.gh.org.au/about-us/privacy/ for updates to our privacy policy.
8	Providing Feedback	<p>As one of our NDIS Participants, you are the focus of our efforts. Your feedback helps us know what we are doing well and where we need to improve.</p> <p>If you have any comments, compliments, suggestions or concerns about any aspect of our service, please tell our staff. We take all complaints seriously and aim to resolve them quickly and fairly.</p> <p>Formal Feedback can be provided in the following ways:</p> <ul style="list-style-type: none"> Email us at: safetylinkassist@gh.org.au Fill in a feedback form: via our website https://www.safetylinkassist.org.au/ Write to us at: Safety Link Assist Safety Link Assist, PO Box 1993, Bakery Hill, VIC 3354

- Call us on **1800 995 009**
- If you **require an interpreter**, or have a hearing or speech impediment, we can assist by accessing the Victorian Telephone Interpreting & Translating Service or National Relay Service via their website <https://www.communications.gov.au>
- If you **remain dissatisfied** with our response, you can contact the NDIS Quality & Safeguards Commission (NQ&SC). The NQ&SC is an **independent agency** established to improve the quality and safety of NDIS supports and services. Information about the NQ&SC complaints process is available on their website <https://www.ndiscommission.gov.au/about/complaints>

9 Reportable Incidents

- **GH has a comprehensive suite of** incident management policies and procedures. A summary is **attached in Appendix A** of this Service Agreement.
- **GH** is aware of **its obligation** as a registered NDIS provider to report serious 'Reportable' incidents to the NQ&SC.
- For an incident to be reportable by **GH**, a certain act or event (see below) needs to **have happened or be alleged to have happened** in connection with the provision of Supports by **GH**.
- However, participants, caregivers, other service providers, authorised representatives and delegates can also report incidents direct to the NQ&SC, whether or not they qualify as reportable incidents.

A **reportable incident** includes the:

- **Death** of a person with disability
- **Serious injury** of a person with disability
- **Abuse or neglect** of a person with disability
- **Unlawful sexual or physical contact** with, or assault of, a person with disability
- **Sexual misconduct**, committed against, or in the presence of, a person with disability, including grooming of the person with disability for sexual activity
- Use of a **restrictive practice** in relation to a person with disability where the use is not in accordance with an authorisation (however described) of a state or territory in relation to the person, or if it is used according to that authorisation but not in accordance with a behaviour support plan for the person with disability.

10 Disability Advocacy

The NDIS Act defines **an independent advocate**, in relation to a person with disability, to mean a person who:

- Is **independent** of the Agency, the Commission and any NDIS providers providing supports or services to the person with disability
- **Provides independent advocacy** for the person with disability, to assist the person with disability to exercise choice and control and to have their voice heard in matters that affect them

- **Acts at the direction** of the person with disability, reflecting the person with disability's expressed wishes, will, preferences and rights
- **Is free of** relevant conflicts of interest.

The NDIS Act acknowledges the important role of advocates (including independent advocates) and other representatives of persons with disability; and requires registered NDIS providers to cooperate with, and facilitate arrangements for, advocates (including independent advocates) and other representatives of persons with disability who are affected by complaints or incidents and who wish to be independently supported in that process by an advocate or other representative.

For **further information** on disability advocacy and finding a disability advocate, see: the Disability Advocacy Finder:

<https://disabilityadvocacyfinder.dss.gov.au/disability/ndap/>

11 Dispute resolution

In the **event that a dispute arises in relation to this Service Agreement**, either party may notify the other of the existence and nature of the dispute by issuing a notice in writing to the other party which:

- Includes or is accompanied by reasonable particulars of the Dispute;
- After a notice of Dispute is given, a representative of both parties must meet and use reasonable endeavours and act in good faith to seek to resolve the Dispute by discussion and negotiation;
- If the issue remains **unresolved after ten (10) Business Days**, then the Dispute may be escalated internally to department managers or equivalent for resolution;
- If resolution is **not achieved within a further (10) Business Days**, either party may give the other a written notice requiring that an attempt be made to resolve the Dispute with the help of a mediator who is to be appointed jointly by the parties. The notice must state that a dispute has arisen, and must state the matters in dispute that remain in dispute;
- If the parties do not agree on a **mediator within 5 Business Days** after the notice is given, a mediator is to be appointed by the Australian Mediation Association;
- Each of the **parties must co-operate fully** with the mediator. The mediator may engage an appropriately qualified expert to give an opinion on technical matters;
- A party may only **commence legal proceedings** if the mediator gives written notice that he or she considers that it is no longer productive to continue the mediation; and
- Despite the existence of a Dispute, the **parties must continue** to perform their respective obligations under this Service Agreement and any related agreements, unless the circumstances giving rise to or in connection with the Dispute are such that a party has reasonably formed the view that

continuing to perform that party's obligations under this Agreement would cause, or be likely to cause, a risk to the health and safety of a person or persons involved.

This clause does not apply to a dispute in relation to payment.

12 Ending the Service Agreement

Either party may end this Service Agreement by giving the other party 28 days written notice, except in the case of serious breach of this Service Agreement, in which case the aggrieved party may terminate this Service Agreement immediately.

GH reserves the right to terminate this Agreement immediately due to (but not limited to) the following circumstances:

- Non-payment of invoices
- Aggressive behaviour towards our staff or contractors
- Occupational Health & Safety risk to our staff or contractors
- Insufficient funds or supports in your NDIS Plan

13 Changes to 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.

14 Receipt of notices

GH's nominated email address for receipt of notices under this Service Agreement is contracts@gh.org.au. Your (or your representative's) nominated email address for receipt of notices is set out in the Schedule of Supports.



**NDIS Quality
and Safeguards
Commission**

You have the **right to feel safe and receive good quality service** from services provided to you by Grampians Health. There are rules for registered NDIS providers to make sure this happens.

**If you feel unsafe or unhappy with the services you are receiving,
It is always okay to speak up**

As a registered NDIS provider, Grampians Health has to **record and manage incidents** so that you: are always safe, receive a quality service and have your rights protected

Providers need to record and manage all incidents in their own systems

Registered providers need to tell the NDIS Quality and Safeguards Commission about **reportable incidents** to ensure care is safe, service is improved and legislation is followed.

**You, or your provider, might need to tell other organisations too.
This might include the police or other protective services.**

The NDIS Quality and Safeguards Commission will **investigate** any reportable incident and **respond quickly** to ensure safety and quality of NDIS services and supports.

Grampians Health may need to act to improve the quality and safety of services following a reportable incident, including providing ongoing support to you and staff

Where can I get more information?

Phone 1800 035 544 / **Text Telephone** TTY 133 677 / **Translating and Interpreting Service** 131 450 / **National Relay Service** website <https://internet-relay.nrscall.gov.au/> and ask for 1800 035 544 / **Mail** PO Box 210, Penrith NSW 2750

www.ndiscommission.gov.au