

SERVICE AGREEMENT – NON NDIS

This **SERVICE AGREEMENT** is for

Participant Name	
-------------------------	--

AND IS MADE BETWEEN

Nominee/Representative Name	
------------------------------------	--

Participant as named above and Participant’s representative such as a family member or friend (if applicable)

AND

HEADWAY GIPPSLAND INC

This Service Agreement will start (date)	
This Service Agreement will end (date)	

This Service Agreement is made for the purpose of providing supports under the following terms and conditions

RESPONSIBILITIES OF PROVIDER

HEADWAY GIPPSLAND INC agrees to:

- Review the provisions of supports at least 6 monthly with the Participant
- provide supports that meet the Participants needs at the Participant’s preferred times
- communicate openly and honestly in a timely manner
- treat the Participant with courtesy and respect
- consult the Participant on decisions about how supports are provided
- give the Participant information about managing any complaints or disagreements and details of the provider’s cancellation policy (if relevant)
- listen to the Participant’s feedback and resolve problems quickly
- give the Participant a minimum of 24 hours’ notice if **HEADWAY GIPPSLAND INC** has to change a scheduled appointment to provide supports
- give the Participant the required notice if the Provider needs to end the Service Agreement (see ‘Ending this Service Agreement’ below for more information)
- protect the Participant’s privacy and confidential information

SERVICE AGREEMENT – NON NDIS

- provide supports in a manner consistent with all relevant laws, including the Australian Consumer Laws;
- keep accurate records on the supports provided to the Participant
- issue regular invoices and statements of the supports delivered to the Participant
- adhere to **HEADWAY GIPPSLAND INC** code of conduct

RESPONSIBILITIES OF PARTICIPANT

The Participant agrees to:

- inform **HEADWAY GIPPSLAND INC** about how they wish the supports to be delivered to meet the Participant's needs
- treat all staff and participants who attend **HEADWAY GIPPSLAND INC** with dignity and respect
- talk to **HEADWAY GIPPSLAND INC** if the Participant has any concerns about the supports being provided
- give **HEADWAY GIPPSLAND INC** a minimum of 48 hours' notice if the Participant cannot make a scheduled appointment; and if the notice is not provided by then, the Provider's cancellation policy will apply
- give **HEADWAY GIPPSLAND INC** the required notice if the Participant needs to end the Service Agreement (see 'Ending this Service Agreement' below for more information)
- adhere to **HEADWAY GIPPSLAND INC** code of conduct

PAYMENTS

HEADWAY GIPPSLAND INC will seek payment for their provision of supports after the Participant confirms satisfactory delivery.

- After providing those supports, the Provider will claim payment for those supports from **insert name of payment authority**

SERVICE AGREEMENT – NON NDIS

SCHEDULE OF SUPPORTS- see Appendix A

All prices are GST inclusive (*if applicable*) and include the cost of providing the supports.
All prices for supports, provided by Headway Gippsland Inc, are **subject to change** as per written notification with a minimum period of four (4) weeks' notice.

Additional expenses incurred by Headway Gippsland staff in the delivery of the support (i.e., things that are not included as part of a Participant's supports) are the responsibility of the Participant/Participant's Representative and are not included in the cost of the supports. Examples include entrance fees, event tickets, meals etc.

CHANGES TO THIS SERVICE AGREEMENT and SCHEDULE OF SUPPORTS

If changes to the supports or their delivery are required, the Parties agree to discuss and review this Service Agreement and Schedule of Supports to reflect changes as discussed. The Parties agree that any changes to this Service Agreement will be in writing, signed, and dated by the Parties.

Cancellations and “no shows” for scheduled supports – by participant

In the event of a “no show”, **HEADWAY GIPPSLAND INC** will make attempts to contact the participant and/or nominee to confirm that the support for that time is to be cancelled. If there are unforeseen circumstances and the participant agrees that they did not comply with the agreed requirements, a “no show” payment may be charged for the rostered hours.; see **Appendix A**. Headway Gippsland Inc., will endeavour to make contact with the participant to determine if there are any additional problems (i.e., falling out of bed and unable to raise the alarm)

Where a participant fails, without notice, to keep the scheduled arrangement for the support, **HEADWAY GIPPSLAND INC** will make every effort to contact the participant/nominee to determine if a review of the participant's current schedule of support is required.

Cancellations to scheduled supports require 48 hours' notice, in writing, phone or by person to **[CONTACT PERSONS DETAILS HERE]**. If appropriate cancellation time frames are met, there will be no charge to the participant. If cancellations occur on a regular basis, this may result in a review of the participant's current schedule of support, for alternatives.

SERVICE AGREEMENT – NON NDIS

Other Providers

To support you with optimal choice and decision-making Headway Gippsland may, upon request provide you with contact details of unregistered providers.

These providers are not subject to the same rigorous screening processes as registered organisations like Headway Gippsland.

Should you choose to engage an unregistered provider we cannot accept responsibility for any incidents that occur due to lack of screening.

Headway Gippsland recommends you ensure you request evidence that the unregistered provider meets the compliance requirements of the NDIS disability worker screening process which includes criminal history checks.

ENDING THIS SERVICE AGREEMENT

Should either Party wish to end this Service Agreement they must give one months' notice. If either Party seriously breaches this Service Agreement the requirement of notice will be waived.

FEEDBACK, COMPLAINTS AND DISPUTES (refer to Headway Grievance Procedure)

If the Participant wishes to give **HEADWAY GIPPSLAND INC** feedback

or

if the Participant is not happy with the provision of supports and wishes to make a complaint, the Participant can talk to

Jenelle Henry
j.henry@headwaygippsland.org.au
03 5127 7166

If the Participant is not satisfied or does not want to talk to **HEADWAY GIPPSLAND INC**, the Participant can contact the:

- **Disability Services Commissioner** by calling 1800 677 342 or via the web link below
<https://www.odsc.vic.gov.au/making-a-complaint/>

SERVICE AGREEMENT – NON NDIS

CONTACT DETAILS

PARTICIPANT/PARTICIPANT'S REPRESENTATIVE CONTACT DETAILS:	
Name	
Relationship	
Phone	
Mobile	
Email	
Address	
Alternative contact person: <i>(for emergencies)</i> Name and contact details	

HEADWAY GIPPSLAND INC CAN BE CONTACTED ON:	
Name	
Title	
Mobile/phone	
Email	
Address	

Agreement signatures

The Parties agree to the terms and conditions of this Service Agreement.

Signature of [Participant / Participant's representative]

Date

Name of [Participant / Participant's representative]

Signature of authorised person from Headway Gippsland Inc

Date

Name of authorised person from Headway Gippsland Inc.