

Local Guardians Provider Service Agreement

Home Care Goods and Services

1. Complete agreement
2. Register at www.capitalguardians.com, > Provider Registration, and upload Agreement, Insurance and Police in Provider menu

The purpose of this agreement is to outline the expectations, responsibilities and requirements for Local Guardians and the Independent Contractor for the provision of goods and services in connection with a Home Care Package held by a Local Guardians Customer (“Service Recipient”).

Local Guardians is the approved provider and coordinates the packages and ensures that the funds are expended in accordance with the Home Care Package Legislative Framework.

The independent contractor understands they are responsible for their own tax and superannuation, may not act as agent for, or on behalf of Local Guardians, and are free to accept business from any other organisations.

This agreement is made between:

Local Guardians Pty Ltd (“Local Guardians”)
 10/585 Little Collins Street
 MELBOURNE VIC 3000
 Email: provider@capitalguardians.com

VIC & TAS: 03 9008 9992
 NSW & ACT: 02 9055 8777
 QLD & NT: 07 2102 9700
 SA & WA: 08 6117 6880

And

Service Recipient Name: (Initial Client)			
Contractor name:		ABN:	
Contact name:		Phone:	
Email:			
Agrees to provide the following: <i>(i.e. describe service)</i>			

Please attach:

- Current Public Liability Certificate of Currency
- Acceptable Police Certificate, or formal company policy for all home visit staff

Contractor's responsibilities:

1. Treat Service Recipients with courtesy and respect to perform services in a safe and competent manner using reasonable care so as not to endanger their health, safety, or wellbeing.
2. Respect the Service Recipients' right to safe and high-quality care and services, to be treated with dignity and respect and to have their identity, culture and diversity valued and supported.
3. Work with Service Recipients to arrange the agreed services that fit specific needs at their preferred times.
4. To have an appropriate level of training, skill and experience to perform the services in a manner that does not cause any loss or damage to the Home of the Service Recipient or to any furnishings, equipment, items or other property of the Service Recipient.
5. Keep and provide clear records on services provided.
6. To obtain and maintain relevant insurance policies and ensure all individuals visiting a Service Recipient have a police certificate less than 3 years old, that does not record that the person has been convicted of theft, fraud or any form of assault.
7. Provide all assistance Local Guardians' reasonably requires to comply with its obligations with respect to criminal history checks.
8. To bear responsibility and liability for any poor work of injury sustained in performing the services arising from the Contractor's negligence or breach of this agreement
9. To indemnify Local Guardians against any action, suit, claim, demand, cost or expense arising out of any damage, injury or loss caused by or resulting from any willful or negligent act of the contractor.
10. Register with Capital Guardians <https://capitalguardians.com> for the provision of paperless tax invoices, with a 2% merchant fee that includes:
 - the Service Recipient's name
 - description of service, i.e. service date, work performed, rate and hours
 - amount of GST if applicable
 - addressed to Local Guardians

Local Guardian's responsibilities:

1. Monitoring compliance within the guidelines, dispute resolution and expending the Service Recipient's funds according to their directions and in line with the guidelines.
2. Work with Service Recipient's to ensure contractors are treated with courtesy and respect and comply with safe working practices; and
3. Communicate quickly if there are any concerns about the services or supports being provided.

Ending this agreement:

The Agreement remains in effect until the Contractor has completed the services listed in this agreement or any additional services agreed between the parties, unless terminated earlier.

Agreement signatures:

I confirm that I understand and agree to the terms of this agreement

Contractor:

Name: _____

Signature: _____

Date: _____

Local Guardians:

Name: Ross McDonald

Signature: 

Date: _____