

Local Guardians Service Provider Agreement

Complete agreement and Register at www.capitalguardians.com, > Provider Registration, and upload this Agreement, your Public Liability Insurance and Police check, and requested staff qualifications as required.

Local Guardians is the Approved Provider who coordinates the home care package and ensures the funds are expended in accordance with the Home Care Package Legislative Framework. The Service Provider is an independent contractor. This Agreement does not create a relationship of employer and employee, principal and agent, or partnership between Local Guardians and the Service Provider, or any of its staff or representatives (“Personnel”).

This agreement is made between:

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

And

Service Recipient Name: (“Client”)			
Contractor name:		ABN:	
Contact name:		Phone:	
Email:			

The Service Provider is providing Services to the Client (“Services”) to general industry standards, as well as any set out in Annexure 1, and **must** follow all policies, procedures and directions provided by the Service Recipient (“Client”) and Local Guardians.

Incidents & Complaints

The Service Provider must report any Incident or Complaint as soon as you become aware. These can be reported via online forms, available on the Frequently Asked Questions page at www.localguardians.com.

<https://localguardians.com/home-care-package-faqs/#incident>
<https://localguardians.com/home-care-package-faqs/#complaints>

An incident comprises anything that might have put a Local Guardians Client at risk including any improper conduct in relation to Clients, Local Guardians, the Service Provider, Personnel or otherwise in relation to the Services. A complaint comprises any un-resolved issue with a Service Recipient.

Change in Circumstances

The Service Provider must inform the Case Manager of any change in circumstances, deterioration, issues or concerns regarding a Client as soon as they arise. Where information is provided verbally in the first instance, the Service Provider should confirm that information in writing to the Case Manager.

Contractors' responsibilities:

1. Treat the Service Recipient 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 the Service Recipient to arrange the agreed services that fit specific needs at their preferred times and keep and provide clear records on services provided.
4. Without limiting any other obligations under this Agreement, the Service Provider must:
 - (a) manage, supervise and administer its Personnel at all times in relation to performance of the Services;
 - (b) provide Local Guardians and the client with all documents received or developed by the Service Provider in relation to a Client that are relevant to the Services; and
 - (c) respond to requests for information and communication by Local Guardians and the Client in respect of Services.
5. The Service Provider must obtain and must ensure that its Personnel obtain, at its expense, any necessary licences, permits, qualifications, registrations and other statutory requirements necessary for the performance of the Services under this Agreement, including, without limitation:
 - (a) required qualifications for its Personnel;
 - (b) possess and maintain the skill, experience and ability to provide the Services to the standard expected of a prudent person experienced in the performance of services of a similar kind;
 - (c) 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;
 - (d) will perform the Services with due care and skill, and ensure that the Services are delivered in accordance with worker occupational health and safety legislation;
 - (e) will hold and maintain all requisite authorisations with relevant professional bodies in the State or Territory in which the Services are provided and will have fulfilled any training requirements;
 - (f) have not had any adverse findings made or any conditions imposed relating to their professional registrations; and
 - (g) will complete any free online training modules requested by Local Guardians that are considered essential to the safe provision of care or services to the recipient.
6. The Service Provider will indemnify Local Guardians from any action, suit, claim, demand or cost arising from any damage, injury or loss to bear responsibility and liability for any poor work or injury sustained in performing the services arising from the Contractor's negligence or breach of this agreement. The indemnity includes the appointment, engagement or termination of any member of Service Provider Personnel, including deficiencies in remuneration, the coverage or policy limits of the insurance and workers compensation insurance as required under the legislation in any State or Territory of Australia, to cover all Personnel engaged in providing the Services.
7. 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, hourly rate and number of hours
 - amount of GST if applicable
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8. Additional Information about Capital Guardians:

- Invoices submitted before 5:00pm Thursday (Australian Eastern Standard Time) will be approved for payment the following day
- Payments will not be processed in the absence of required compliance documentation (public indemnity insurance, police check and ABN)
- Registering with Capital Guardians will allow other potential customers to find and connect with you

Local Guardian's responsibilities

1. Will pay for Services as an Agent for its Clients, which are authorised and confirmed by Local Guardians as listed within the Care Plan and Budget.
2. Monitoring compliance within the guidelines, dispute resolution and expending the Service Recipient's funds according to their directions and in line with the guidelines.
3. Work with the Client to ensure contractors are treated with courtesy and respect and comply with safe working practices; and
4. 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.

Please upload

<input type="checkbox"/>	Public liability insurance (minimum \$10,000,000 for any one occurrence) to be maintained during the Term.
<input type="checkbox"/>	Acceptable Police Certificate for any Personnel who may be likely to be engaged or involved in performance of the Services that are conducted in a Client's home.
<input type="checkbox"/>	Documentary evidence of related qualifications, professional experience and registrations as may be considered reasonable, in order to perform the Services

Agreement signatures:

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

Name: _____

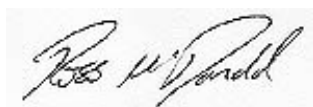
Title: _____

Signature: _____

Date: _____

Local Guardians:

Ross McDonald



ANNEXURE 1 – SERVICES

(Completed only where required with Client or Care Manager and dependent of agreed services)

SERVICES	
Services and Standards	<p>The Service Provider must provide the following Services:</p> <ul style="list-style-type: none"> Delivering direct or indirect services to a Client as set out in the Request Form and Care Plan. Direct services include but are not limited to transport, social support, meal preparation, home based personal care, nursing care, respite care and domestic assistance. [insert]
Key Performance Indicators	[insert]
Service Provider Personnel expertise:	<p>Specific Client groups: [insert]</p> <p>Languages: [insert]</p>
Service Fees:	<p>Service Fees: [insert]</p> <p>Expenses: Agreed rate of [insert] cents per kilometer for allowable travel expenses. Other allowable expenses: [insert].</p>
MEDICATION REQUIREMENTS	
Medication:	<p>Administering, supervising and monitoring</p> <p>Registered nurses who are Personnel of the Service Provider may:</p> <ul style="list-style-type: none"> supervise or monitor a Client's medication where a drug order is present and listed on the Client's Care Plan and where the medication is contained in a tamper proof administration device, or an originally labelled container; and administer medication to a Client in accordance with the Client's drug order. <p>Supervising</p> <p>Only Service Provider Personnel who have completed appropriate medication training prescribed by the Local Guardians from time to time may assist a Client to take medications from a tamper proof administration device, when supervision has been identified in the Care Plan.</p>

	<p>Reporting</p> <p>Any issues or incidents in relation to the administering of medication or the non-administering of medication must be reported and managed as Reportable Incidents in accordance with this Agreement.</p>
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TRAINING AND OTHER REQUIREMENTS	
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<p>Training/Qualifications:</p>	<p>Attendants:</p> <ul style="list-style-type: none"> (a) hold the minimum industry standard of Certificate III or current registration with the relevant State Nursing Board; (a) back care and body mechanics (safe lifting techniques); (b) use of hoists or other lifting devices; (c) assisting with bathing, toileting, dressing and feeding; (d) working with communicable diseases; (e) confidentiality requirements; (f) health and safety issues; and (g) challenging behaviours; (h) such other training or experience requirements as notified by the Local Guardians from time to time. <p>Medication training: [insert]</p> <p>Other training: [insert other requirements]</p>

ANNEXURE 2 – POLICE CHECK REQUIREMENTS

An **Acceptable National Police Certificate** means a national police certificate that does not record that the person has been:

- convicted of theft, fraud, murder or sexual assault; or
 - convicted of and sentenced to imprisonment for any other form of assault.
1. The Service Provider must:
 - (a) ensure that all its Personnel engaged in the provision of the Services have an Acceptable National Police Certificate not more than 3 years old;
 - (b) provide Local Guardians with an organisational policy on employee national police checks;
 - (c) provide Local Guardians with a police certificate registration number in respect of each member of Personnel
 - (d) notify Local Guardians of any issues which are identified through any checks, which could reasonably be considered to affect the person's suitability to provide the Services; and
 - (e) provide all assistance that Local Guardians reasonably requires to comply with its obligations under Applicable Laws with respect to criminal history checks.
 2. The Service Provider will undertake a police check/ at its own expense.
 3. If a member of Personnel has been at any time since they turned 16, a citizen or permanent resident of a country other than Australia, the staff member must make a statutory declaration stating that the person has never been convicted of murder or sexual assault or convicted of, and sentenced to imprisonment for, any other form of assault.
 4. If a national police certificate in respect of Personnel records any criminal history, the Service Provider agrees not to allow the Personnel to provide Services until Local Guardians has been given the opportunity to consider whether the staff member is a suitable person having regard to the criminal history.
 5. The Service Provider may request that Personnel not provide Services under this Agreement on the basis that there is no current police certificate or having regard to any criminal history disclosed by the police certificate. Such request will be reasonable.