

SERVICES AGREEMENT

PARTIES

Participant

Name

Physical address

Postal address

Telephone

Email

Service Provider

Name

Physical address

Postal address

ACN/ ABN

Telephone

Email

AGREEMENT DETAILS

Item 1. Start Date

Item 2. End Date

Item 3. Payment Officer Invoices are to be sent to:

Item 4. Notices

Participant

Physical address:

Postal address:

Telephone:

Email:

Guardian

Physical address: 221 London Cct, Canberra, ACT

Postal address: PO Box 221 Civic Square, ACT, 2608

Telephone: (02) 62079800

Email: guardians@act.gov.au

Service Provider
For general notices:
Physical address:

Postal address:

Telephone:
Email:

For feedback/ complaints:
Postal address:

Telephone:
Email:

BACKGROUND

- A. The Participant has an approved plan under the NDIS Act.
 - B. The ACT Public Trustee and Guardian has been appointed as the guardian for the Participant and has the power to make decisions concerning services to be provided to the Participant.
 - C. The Service Provider has agreed to provide the Services to the Participant as required by the Participant's Plan and in accordance with the terms and conditions of this Agreement.
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IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Australian Privacy Principles	means the Australian Privacy Principles set out in Schedule 1 of the <i>Privacy Act 1988</i> (Cth).
Business Day	means a day that is not: <ul style="list-style-type: none">(1) a Saturday or Sunday; or(2) a public holiday for the Australian Capital Territory pursuant to the <i>Holidays Act 1958</i> (ACT).
GST	has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).

Guardian	means: <ol style="list-style-type: none"> (1) the ACT Public Trustee and Guardian or his or her delegate; or (2) where the ACT Public Trustee and Guardian's appointment as the Participant's guardian ceases, the person appointed as the Participant's guardian pursuant to the <i>Guardianship and Management of Property Act 1991</i> (ACT).
Guardianship Legislation	means the <i>Public Trustee and Guardian Act 1985</i> (ACT) and the <i>Guardianship and Management of Property Act 1991</i> (ACT).
Invoice	means an invoice that: <ol style="list-style-type: none"> (1) if GST is payable, is a valid tax invoice for the purposes of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth); (2) clearly sets out details of the amount that is due for payment, is correctly calculated in accordance with the Agreed Rates specified for each Service in Schedule 1 and is in respect of Services provided by the Service Provider pursuant to this Agreement; and (3) is rendered at the times specified in Schedule 1 (if any) and addressed to the Payment Officer in Item 3 of the Agreement Details.
NDIS Act	means the <i>National Disability Insurance Scheme Act 2013</i> (Cth).
NDIS Rules	means any rules made pursuant to the NDIS Act
Participant's Plan	means the Participant's plan which is in effect under section 37 of the NDIS Act.
Personal Information	has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Personal Health Information	has the same meaning as in the <i>Health Records (Privacy and Access) Act 1997</i> (ACT).
Services	means the services described in Schedule 1 .
Term	means the term of this Agreement as determined under clause 2 .

2. Term

This Agreement commences on the Start Date specified in **Item 1** of the **Agreement Details** and ends on the End Date specified in **Item 2** of the **Agreement Details** unless terminated earlier.

3. Services

3.1 Acknowledgements

- (1) The parties acknowledge and agree:
 - (a) the Participant is a person with a disability and, in providing the Services, the Service Provider will have regard to the human rights of the Participant as set out in the United Nations Convention on the Rights of Persons with Disabilities and the *Human Rights Act 2004* (ACT);
 - (b) the Guardian signs this Agreement on behalf of the Participant pursuant to powers vested in the Guardian in accordance with the Guardianship Legislation;
 - (c) the Guardian may exercise rights and powers on behalf of the Participant in accordance with the Guardianship Legislation;
 - (d) the rights, duties and responsibilities of the Guardian as they relate to the ACT Public Trustee and Guardian cease upon the cessation of the ACT Public Trustee and Guardian's appointment as Guardian; and
 - (e) this Agreement is otherwise unaffected by the cessation of the ACT Public Trustee and Guardian's appointment as Guardian.
- (2) The Service Provider agrees that:
 - (a) where it is required to be a registered NDIS provider under the NDIS Act or the NDIS Rules, it is a registered NDIS provider as at the date of this Agreement and will maintain its registration as an NDIS provider for the Term;
 - (b) the Service Provider and its personnel hold all registrations and authorisations necessary to lawfully provide the Services.

3.2 Provision of Services

- (1) The Service Provider must provide the Services to the Participant:
 - (a) in compliance with the Participant's Plan and for the purposes of achieving the goals in the Participant's Plan;
 - (b) in a courteous and respectful manner;
 - (c) to a high standard of care, skill and diligence; and
 - (d) in accordance with this Agreement including all timeframes in **Schedule 1**, all applicable laws and any reasonable request of the Guardian from time to time.

- (2) In providing the Services, the Service Provider must:
 - (a) consult the Participant on decisions in relation to how the Services are provided;
 - (b) listen to the Participant's feedback in relation to the Services; and
 - (c) provide the Participant with reasonable notice where the Service Provider is required to change a scheduled appointment.

3.3 Responsibilities of Participant

The Participant agrees to:

- (1) cooperate with the Service Provider in its provision of the Services;
- (2) be courteous and respectful towards the Service Provider's personnel at all times;
- (3) keep the Service Provider informed of any changes to his or her situation that may impact on the provision of the Services; and
- (4) provide feedback to the Service Provider in relation to the Services.

4. Payment for Services

Following the provision of the Services in accordance with this Agreement, the Service Provider will issue an Invoice to the Payment Officer specified in **Item 3** of the **Agreement Details** at the times set out in **Schedule 1**.

5. Privacy

The Service Provider must:

- (1) comply with the Australian Privacy Principles in its collection, use, disclosure and handling of any Personal Information of the Participant;
- (2) comply with the *Health Records (Privacy and Access) Act 1997* (ACT) in its collection, use, disclosure and handling of any Personal Health Information of the Participant;
- (3) promptly notify the Participant and Guardian in writing of any actual or suspected breach of its obligations under **clauses 5(1)** or **5(2)**.

6. Insurance

During the Term and for any prudent run-off period, the Service Provider must hold:

- (1) all insurance which a prudent owner and operator would maintain when carrying out activities of a similar nature to the Services; and
- (2) any other insurance required as a condition of the Service Provider's registration as an NDIS provider.

7. Complaints and Dispute Resolution

- (1) The Service Provider must inform the Participant of its complaints and dispute handling processes.
- (2) If the Participant wishes to provide feedback or make a complaint in relation to the Services, the Participant may contact the person identified in **Item 4** of the **Agreement Details**.
- (3) Where the Participant is not satisfied or does not want to talk to the person identified in **Item 4** of the **Agreement Details**, the Participant may contact the National Disability Insurance Agency by phoning 1800 800 110, visiting one of their offices in person or visiting ndis.gov.au for further information.

8. Ending this Agreement

8.1 Ending this Agreement for any reason

- (1) The Participant may end this Agreement at any time without cause and without needing to provide reasons by giving the Service Provider 30 days' written notice.
- (2) The Service Provider may end this Agreement at any time without cause by giving the Participant and the Guardian 30 days' written notice.

8.2 End of Participant's Plan or Replacement of Participant's Plan

- (1) The Participant will promptly notify the Service Provider if the Participant's Plan is suspended or replaced or the Participant stops being a participant in the NDIS.
- (2) Where the Participant's Plan ends, is replaced or the Participant stops being a participant in the NDIS, this Agreement will end immediately.

8.3 Ending this Agreement for Default

A party may end this Agreement by providing written notice to the other party where the other party (**'Defaulting Party'**) is in breach of a provision of this Agreement, where that breach:

- (1) if capable of being remedied, is not remedied within 10 Business Days of the Defaulting Party being provided with notice to do so (**'Remedy Period'**), and in such event, termination will take effect on the day after the last day of the Remedy Period; or
- (2) is not capable of being remedied and in such event, the termination will take effect immediately upon provision of the notice to the Defaulting Party.

8.4 Service Provider to confirm termination with Guardian

Where the Service Provider has received a notice from the Participant to end this Agreement, the Service Provider must contact the Guardian to ensure that the Guardian is aware of the purported termination, prior to ceasing to provide the Services to the Participant.

9. General

9.1 Conflict of interest

The Service Provider must:

- (1) promptly notify the Participant and the Guardian of any conflict of interest which exists, or any conflict of interest which is likely to arise, in the performance of its obligations under this Agreement upon becoming aware of such conflict of interest or likely conflict of interest; and
- (2) negotiate in good faith with the Participant and the Guardian on a plan to eliminate or manage any conflict of interest.

9.2 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to its subject matter and supersedes any prior representations, negotiations, writings, memoranda and agreements between the parties on that subject matter.

9.3 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and delivered or sent (as applicable) to the relevant address or addresses for the party as specified in **Item 4** of the **Agreement Details**. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of three days after the date on which it was sent; or
- (3) if sent by electronic mail, on the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address.

9.4 Survival of clauses

Clauses 5 and **6** will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

Services and Agreed Rates

Service List the name of the support/service/line item	How the Service is to be provided List how, when, where and by whom the support will be provided	Agreed Rate including GST List the price per hour of the support/service	When Services may be Invoiced i.e. an invoice may be rendered monthly after each appointment

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DATE OF THIS AGREEMENT

(To be dated on date which last party signs)

SIGNED for and on behalf of the)
PARTICIPANT by the GUARDIAN:)
) Signature of Guardian

.....
Print name

SIGNED by or for and on behalf of:)
)
) Signature of authorised officer

.....
Print name and position