

CONTRACT AGREEMENT FOR CONTRACTED SERVICE PROVIDERS

THIS SERVICE AGREEMENT IS BETWEEN:

URALLA SHIRE COUNCIL

(The Purchaser)

and

\_\_\_\_\_  
(The Contractor)

\_\_\_\_\_  
For (insert type of service)

**For the period:** \_\_\_\_\_ **to** \_\_\_\_\_

URALLA SHIRE COUNCIL

**P: 02 6778 6300**  
**F: 02 6778 6349**

## PART A: TO BE COMPLETED BY THE PURCHASER

### 1. URALLA SHIRE COUNCIL CONTACT

1.1 Name:

1.2 Position:

1.3 Telephone:

1.4 Email:

## PART B: TO BE COMPLETED BY THE CONTRACTOR

### 2. CONTRACTOR DETAILS:

2.1 Company Name:

2.2 Contact Person:

2.3 Address:

2.4 Telephone:

2.5 E-mail:

2.6 Services offered:

### 3. RELEVANT DOCUMENTS - ATTACH COPIES

3.1 ABN Number

3.2 Workers' Compensation Insurance Certificate of Currency:

3.3 Public Liability Insurance Certificate of Currency (not less than \$20m and noting the interests of the Purchaser)

3.4 Professional Indemnity Insurance Certificate of Currency (not less than \$10million)

3.5 Police Checks (for all relevant staff)

3.6 Results of [Banning Order Check](#)

3.7 Certificates of relevant qualification/skill/licence.

## PART C: TERMS AND CONDITIONS

### 4. SERVICES TO BE PROVIDED

The Purchaser engages the Contractor to supply the services outlined in Schedule 1: Service Specification, subject to the terms and conditions of this Agreement.

#### 4.1 SCOPE OF THE AGREEMENT

The Contractor acknowledges that:

4.1.1 It will be engaged for individual service assignments for clients/or services/or equipment (delete as appropriate) as notified by the Purchaser.

4.1.2 The Purchaser does not guarantee the number or regularity of service assignments.

4.1.3 The Purchaser may assign service assignments/or requests for services/or provision of equipment (delete as appropriate) to the Contractor at its discretion and as it sees fit.

#### 4.2 PROVISION OF SERVICES

4.2.1 The Purchaser will notify the Contractor either verbally or in writing of service assignments/or services/or equipment (delete as appropriate).

Provision of consumer care support services only (4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7):

4.2.2 Each service assignment will specify the services to be provided and (where applicable) the clients to whom the services are to be provided.

4.2.3 A Care/Support Plan specifying how services are to be delivered will be provided for each client.

4.2.4 Services are to be provided in line with the Care/Support Plan.

4.2.5 The Contractor and the Purchaser agree that services may be varied from time to time according to the individual needs and circumstances of the Consumer.

4.2.6 The Purchaser will endeavour to give the Contractor reasonable notice of each service assignment and will provide written confirmation of all verbal notifications within 24 hours.

4.2.7 The Contractor must provide the services to clients as specified by the Purchaser under clauses 4.2.1, 4.2.2 and 4.2.3.

#### 4.3 PRIVACY & CONFIDENTIALITY OF CONSUMER INFORMATION

4.3.1 The Contractor and their staff will not, disclose to any person or use, any information or material relating to any consumer, which has been obtained during the delivery of any services under this Agreement.

#### 4.4 QUALITY REQUIREMENTS FOR SERVICE TO BE PROVIDED

4.4.1 Provide services in accordance with all relevant standards, legislation and regulations including (where relevant):

- The Aged Care Act 2024 (Cth)

- *Aged Care Quality Standards 2018*
- Australian Government Federal Register of Legislation User Rights Principles 2014
- *Carers Recognition Act 2004 (Cth)*
- *Competition and Consumer Act 2010 (Cth)*
- Food Standards Australia New Zealand Food Standards Code Standard 3.3.1 Food Safety Programs for Food Service to Vulnerable Persons  
<http://www.foodstandards.gov.au/>
- *Privacy Act 1988 (Cth)* and *Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth)* and relevant State and Territory law
- Australian Government Office of the Australian Information Commissioner Privacy Fact Sheet 49: Health Information and your Privacy January 2017
- Any other regulatory requirements advised by the Purchaser.

4.4.2 Provide services in a diligent, timely and efficient manner with all due proper care and skill.

Provision of consumer care support services only (4.4.3, 4.4.4, 4.4.5, 4.4.6):

4.4.3 Provide to the Purchaser every 6 months from the start date of the Agreement a copy of the contractor's continuous improvement plan and risk plan.

4.4.4 Permit the Purchaser at its discretion to review the quality of the Contractor's services through observation of employee's work, feedback from consumers and any other means.

4.4.5 Permit the Purchaser at its discretion, to ensure that the Aged Care Act and Principles and the Aged Care Quality Standards are complied with by conducting quality reviews of the Contractor's relevant operations through meetings and the review of records relevant to this agreement including:

- Service delivery records
- Consumer notes
- Internal audit results
- Occupational health and safety records
- Policies and Procedures in relation to service delivery and
- Consumer feedback.

4.4.6 Participate in quality reviews carried out by the Aged Care Quality Agency (or other designated agency) against the Aged Care Quality Standards if required to do so.

## 4.5 CANCELLATION OF A SERVICE ASSIGNMENT

4.5.1 A service assignment can be cancelled by the Purchaser or Contractor giving not less than six (6) hours written notice.

4.5.2 If the Purchaser provides less than the six (6) hours' notice for the cancellation of a service assignment, they will, if requested by the Contractor, pay the Contractor a cancellation fee equivalent to 1 hour's service.

4.5.3 If the Contractor provides less than six (6) hours' notice that it is unable to provide a service assignment, then the Purchaser can charge the Contractor a cancellation fee equivalent to 1 hour's service.

#### 4.6 COSTS AND EXPENSES IN THE PROVISION OF SERVICES

4.6.1 The Contractor is to provide a current Schedule of Fees for all services and incidental costs included in the provision of any services. The Contractor and the Purchaser agree that the prices contained in the Schedule of Fees will remain fixed throughout the current financial year. The fees are reviewed annually on 1 July.

4.6.2 The Contractor is to provide, at its own expense, all labour, materials, tools and equipment necessary for the purpose of carrying out its obligations under this Agreement and is responsible for any other charges and expenses incurred in connection with the provision of services under this Agreement.

4.6.3 The Contractor must ensure that any equipment used is suitable for the work and is maintained by the Contractor in a safe and good working condition.

#### 4.7 PAYMENT FOR SERVICES

4.7.1 The Contractor must submit a tax invoice for payment monthly to the Purchaser for services provided during the previous month calculated in accordance with the current agreed fees.

4.7.2 The Purchaser will endeavour to pay the Contractor within 15 working days, but no later than 20 working days of receiving the invoice. Payment will be by bank transfer.

4.7.3 The Purchaser and/or the Contractor may review the rates payable under this clause at any time by giving twenty-one (21) days' notice in writing to the other Party. If the other Party finds the revised rates to be unacceptable it may cancel this agreement by giving twenty-one (21) days' written notice.

4.7.4 The Contractor will not accept any payment or other benefit in money or in kind from any person as an inducement or reward for any matter or business carried out by or on behalf of the Purchaser under this Agreement.

#### 4.8 ENGAGEMENT OF KEY PERSONNEL AND EMPLOYEES

4.8.1 The Contractor may at its discretion employ staff to assist in carrying out the services specified in this Agreement with consideration to appropriate qualification, skill and expertise relevant to the service/equipment provided.

4.8.2 Under the *Aged Care Act 2024 (Cth)*, it is the responsibility of the Contractor to take all reasonable steps to ensure that none of its key personnel (decision makers) are a disqualified individual. Disqualified individuals are people who:

- Have been convicted of an indictable offence; or
- Are insolvent under administration or
- Are of unsound mind.

4.8.3 The Contractor warrants that:

- All key personnel have been subject to an Australian Federal criminal conviction record report which is updated every three years and to provide a statutory declaration to the Purchaser each year to this effect;
- Have had bankruptcy checks conducted; and
- Have previous employment/referee checks on employment.

4.8.4 The Contractor agrees to ensure that all staff delivering services to Uralla Shire Council clients provide a Police Certificate not more than three years old and have not been convicted of any of the following offenses:

- A conviction for murder or sexual assault
- A conviction of, and sentenced to imprisonment for, any other form of assault
- Convicted for an indictable offence within the past 10 years

4.8.5 The Contractor agrees to provide a statutory declaration to the Purchaser each year to this effect.

4.8.6 The Contractor will:

- Employ staff who are competent and hold appropriate qualifications (e.g. Certificate 3, Registered Nurse, or other relevant qualifications necessary for performing work) in performing the tasks for which they were engaged.
- Orientate and appropriately train all staff, including on-site training and supervision where necessary for the tasks for which they are employed.
- Ensure staff are trained in, and comply with, relevant legislation including, Work Health and Safety<sup>1</sup>, Equal Employment Opportunities<sup>2</sup>, Anti-discrimination and Anti-Harassment responsibilities<sup>3</sup> and the provisions of the Privacy Act<sup>4</sup>
- Ensure staff are fully aware that our service has zero tolerance of any abuse towards any people in our service including bullying, sexual abuse, physical abuse and verbal abuse.
- Replace any staff who are incompatible or unacceptable to any consumer, when advised by the Purchaser.
- Supply employees with appropriate materials, tools, protective clothing, and training in procedures for risk assessment and hazard reporting.
- Pay employees in accordance with any relevant award or agreement pertaining to those employees and provide to the Purchaser verification of this if requested.
- Comply with any and all requirements and policies which the Purchaser may notify the Contractor of from time to time.
- Ensure staff who drive consumers hold a current drivers license, registered motor vehicle (with valid compulsory third party Insurance) and comprehensive motor vehicle insurance.

## 4.9 OCCUPATIONAL SAFETY AND HEALTH

4.9.1 The Contractor will comply with applicable health and safety legislation to ensure the safety of staff and consumers in the delivery of care and services including:

- Establish safe working practices
- Comply with safety standards
- Maintain plant and equipment.

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<sup>1</sup> Work Health and Safety Act 2011 (NSW)

<sup>2</sup> Anti-Discrimination Act 1977 (NSW)

<sup>3</sup> This responsibility is set out in federal and state anti-discrimination laws, as well as the Fair Work Act 2009. Taken together, they make certain types of workplace behaviour against the law. See [Australian Human Rights Commission](#)

<sup>4</sup> The Privacy Act 1988 (Cth) and Privacy Amendment (Enhancing Privacy Protection) Act 2012; Privacy and Personal Information Protection Act 1998 (NSW)

- Ensure that effective procedures are in place for hazard/accident/incident reporting involving clients when in receipt of services.

4.9.2 The Contractor must, on request, produce to the Purchaser evidence of compliance with all laws in relation to the entitlements of employees of the Contractor, evidence of compliance with all health and safety requirements, and evidence of all compulsory insurances.

## 5. THE AGREEMENT

### 5.1 BREACH OF AGREEMENT BY CONTRACTOR'S EMPLOYEES

5.1.1 The Purchaser can direct the Contractor to cease to use any employees for the provision of services in circumstances where the conduct of the employee has led to any breach of the terms of this Agreement.

5.1.2 Any breach of any term of this Agreement by an employee of the Contractor will be deemed to be a breach by the Contractor.

### 5.2 ASSIGNMENT OF AGREEMENT

5.2.1 The Contractor may not assign this Agreement to another party without the prior written consent of the Purchaser.

### 5.3 DISPUTE RESOLUTION

5.3.1 In the first instance the resolution of any dispute will be attempted by the people involved in this agreement on a day-to-day basis. If the dispute cannot be resolved at this level the Contractor and the Purchaser shall attempt to resolve the issue at a senior management level.

5.3.2 If the dispute cannot be resolved at a senior management level a representative of the Board of the Purchaser will endeavour to resolve the issue. Failing this, the dispute will be referred to an independent dispute resolution organisation.

### 5.4 TERMINATION

5.4.1 This agreement can be terminated by the Purchaser with seven (7) days' notice if the service provider fails to provide the specified services in accordance with the above conditions.

### 5.5 INDEMNITY

5.5.1 The Purchaser is not liable to the Contractor or its officers, employees or agents for any loss, damage, injury, disease, illness or death sustained by any persons or any property resulting from carrying out this agreement. The Contractor agrees to indemnify the Purchaser for any loss, damage, injury, disease, illness or death sustained by any persons or any property resulting from carrying out this agreement.

5.5.2 The Contractor must take every precaution to ensure that its plant or equipment and the manner in which it is used or applied and the acts or omissions of it or its Personnel do not result in any damage to property (including property of the Purchaser and the consumer) injury or loss of life. The Contractor agrees to indemnify the Purchaser for any damage to property (including property of the Purchaser and the consumer) injury or loss of life resulting from the acts or omissions of it or its Personnel.

### 5.6 RELATIONSHIP OF THE PARTIES

5.6.1 The relationship created by this agreement is that of principal and independent contractor and not the relationship of employer and employee, principal and agent or a relationship of

partnership. Neither party is authorised to act as agent for the other and neither party has authority to act in the name of, or on behalf of, the other in any way.

## 5.7 VARIATION OF AGREEMENT

5.7.1 Any variation to this agreement will only be effective when it is in writing and signed by both parties.

## 5.8 REVIEW OF AGREEMENT

This agreement will be reviewed every \_\_\_\_\_ years by the Purchaser.

## 6. SPECIAL CONDITIONS:

The service provider agrees to abide by the following Conditions:

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- 
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Signed on behalf of

The Purchaser

Signed on behalf of

The Contractor

.....  
(Name)

.....  
(Name)

.....  
(Position)

.....  
(Position)

.....  
(Signature)

.....  
(Signature)

.....  
(Date)

.....  
(Date)

SCHEDULE 1: SERVICE SPECIFICATION

Provision of care and support services

Under this agreement the Contractor may be required to deliver the following service types in the Acorn area:

Service Type	Fee Per Hour of Service	Estimated Hours Per Year
Lawn and Yard Maintenance		

Note: No guarantee is given that the Estimated Hours per Year will be achieved.

Provision of other services

Service Type	Fee Per Hour of Service	Services per year