

## SERVICE AGREEMENT

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This Agreement governs the terms and conditions under which an individual or company provides professional services to another individual or company. The first part of the Agreement is the Contract Details, followed by the Legal Terms.

### CONTRACT DETAILS

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#### Parties

(Client/Company/Guardian/Nominee/Parent) Name:

\_\_\_\_\_,'

Of Address: \_\_\_\_\_,'

City/Suburb: \_\_\_\_\_,'

State: \_\_\_\_\_,'

Postcode: \_\_\_\_\_.

(Hereafter referred to as the 'Client', 'Participant', 'Customer', 'You', or 'Your')

- AND -

**Unify Disability Services** (ABN: 97 545 548 005; ACN: 638 863 028) of

43 Lucas Terrace, Taylors Hill, Melbourne, Victoria, 3037.

(Hereafter referred to as the 'Provider', 'We', 'Our' or 'Us').

## AGREEMENT SUMMARY

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Unify Disability Services currently offers the following services:

- (a) Community and Social Participation;
- (b) Therapeutic Supports, including;
  - (i) Psychology;
  - (ii) Counselling (general and specialised);
  - (iii) Physiotherapy;
  - (iv) Occupational Therapy;
  - (v) Speech Therapy;
  - (vi) Podiatry;
- (c) Assistance with Daily Living, including;
  - (i) Therapeutic Supports (previously stated);
  - (ii) Assistance with household Cleaning; and
  - (iii) Assistance with Gardening;

This agreement states that Unify Disability Services agrees to provide, and you agree to receive services from us which have been outlined in the referral form

## Arrangement Details

Item	Description
1	<b>Commencement Date</b> _____
2	<b>Completion Date</b> Until the Agreement is ended by Unify Disability Services, or the client.
3	<p data-bbox="268 893 1414 1328"><b>The Services</b> Provision of 'Community Support Work' entails the service of enabling individuals to gain access into the community, develop skills and strengths, support core and daily living skills, transport individuals, and support in their overall disability services and allied/medical health needs. The service provisions from client to client may vary on the basis of their required level of support (i.e. Level 1, Level 2 or Level 3), where higher support levels indicate more complex-needs clients.</p> <p data-bbox="268 1364 1414 2024">Provision of 'Therapeutic Support' entails any services of a medical, therapeutic or allied health nature. This includes Individual and/or Employment Counselling, Podiatry, Physiotherapy, Occupational Therapy, Speech Therapy, Psychology and other therapy to support specific client conditions, presentations and/or diagnoses. This support may be provided directly by a Unify Disability Services Employee or a Unify Disability Services subcontractor who undergoes the same screening and review process as all staff and representatives. Services may be carried out at clients' homes, one of our or our subcontractors' clinics or any other appropriate location as agreed by a Unify Disability Services member and the</p>

client and/or their representative(s). The Client and Provider can organise on going or varying scheduled appointments at a location of their choice to conduct sessions revolving around providing support through counselling intervention. Treatment, assessment, intervention and follow-up techniques will be made at the discretion of the relevant service provider profession and the needs and presentation of the client.

The provider agrees to provide services, and the client agrees to pay the provider for the duration of the specified hours either in this document, here: \_\_\_\_\_, or as stated on the referral form accompanying this document. If no hours are stated in the previous field, the client and provider agree to provide/receive provision of services for the number of specified/allocated hours as stated on the 'UDS – referral form' for the respective service. Specified hours may be reduced if the client and provider come to a mutual agreement, and this service agreement is updated to reflect such changes.

#### **4 Delivery of the Services**

Where transport is needed for the client (1:1 Community Support Work/Community Access).The Client will be transported (in worker's personal vehicle/house owned or operated van or vehicle/public transport/other means of transport) to various activities/tasks/location of their interest. The support worker will provide services based on the following criteria: The client's needs and preferences, the guardian's(s') instructions, the judgement and discretion of the worker's experience based on the behaviour, diagnosis, incident history, and preferences of the client and/or associated guardians.

Therapeutic, medical and allied health services have their provisions provided based on the appropriate intervention, assessment or jobs

disclosed by the relevant health profession. Further information for such duties and roles for these respective professions can be found on the Australian Health Practitioner Regulation Agency (AHPRA) website.

## **5 Considerations**

The Client shall pay the Provider depending on the service type(s) agreed upon and stated in the Unify Disability Services 'Referral document' and are in accordance with the line item of that respective service which the provider or their representative fill in the referral form provided. All prices are in accordance with the NDIS maximum payment, as stated in the NDIA pricing strategy 2019-20 (effective March 1, 2020). The Client may negotiate for a lower price for the provision of services of their funds are Plan or Self-managed. Where prices have been negotiated, the reduced price will appear on this document. If no other exclusive price appears on this document for the provision of services, the Client agrees to pay the specified price in accordance with the latest NDIA Support Catalogue 2019-20. Prices cannot exceed the pricing dictated by the NDIA.

An additional fee of \$0.85 per kilometre of client-related travel applies. Client-related travel in this context includes transporting the client directly by the support worker.

All other services provided (Therapeutic Supports and Assistance with Daily Living) will incur travel rates at an hourly rate with the same rate for that respective service. This fee will not exceed 30-minute one-way travel. That is, travelling to and from the practitioners' initial location can be charged at the same hourly rate for the services at a capped time period of 30-minute travel one-way (or a total of 1 hour of two-way travel).

Billable units cannot be below 15 minutes but can be accrued for service provisions and/or communication attempts to relevant stakeholders for the entirety of the service provision period.

Billable tasks by support workers and practitioners include but do not withstand: direct contact with the client or other stakeholders, communication to the client and other stakeholders (phone, email, text, voicemail, face-to-face), report-writing, assessment writing, progress note writing, attending meetings in person or via other communication methods, travel, transport or reviewing relevant documents by other practitioners/stakeholders.

- 6 Payment Agreement** The Client shall pay Unify Disability Services the appropriate aforementioned fee up to 7 days after receiving the invoice. Unify Disability Services cannot and will not charge a fee greater than that present in the NDIS Pricing Strategy 2019-20.
- 7 Cancellations** Unify Disability Services can charge the anticipated regular fee (100% of the fee) associated with the respective scheduled service if cancellations occur and the provider is not notified within 48 hours.
- 8 Method of Payment** The Client shall pay Unify Disability Services the aforementioned fee up to 7 days after receiving the invoice. Funds are paid depending on the Client's funding method. This may be:
- **NDIA managed:** In such case, a service booking/request for service will be provided directly to the NDIA and a payment will be processed directly to the NDIA through the myplace portal. **Please note that Unify Disability Services currently does not provide services for Agency Managed Services.**

- **Plan managed:** In such case, Clients must provide information about their nominated plan manager to Unify Disability Services. An invoice will be generated after the provision of services and sent directly to the Plan Manager. The funds will then be provided from the relevant supports.
- **Self-Managed:** In such case, the funding will occur directly thorough the Client and the Client will receive an invoice following the provision of service(s) directly to them. They agree to keep their contact and funding information up to date with Unify Disability Services.

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| <b>9</b>  | <b>Agreed Forms of Communication</b>   | <p>The Client and the Provider agree to communicate between:</p> <ul style="list-style-type: none"> <li>• Telephone</li> <li>• Email</li> </ul>  |
| <b>10</b> | <b>Renewal or addition of services</b> | <p>This service agreement ends at the end of the plan date of their NDIS plans. However, if participants choose to continue receiving services from Unify Disability Services, they may do so by signing the “Renewal or Addition of Services Form”. After signing, this agreement with return into effect from the date of signing.</p> |

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## LEGAL TERMS

### 1. Definitions and interpretation

#### 1.1. Definitions

The following words have these meanings in this Agreement unless the contrary intention appears:

**Agreement** means this Services Agreement including any annexure;

**Business Day** means any day excluding Saturday, Sunday, a public holiday in Victoria and/or a Commonwealth public holiday;

**Commencement Date** means the date upon which the client and the provider agree to provide the services. This may include a single time period (if the service is to be provided on a single occasion), a recurring period (if the services are to be provided at set intervals) or a timeframe (if the services are to commence, progress and be completed at any time within the period of a specified time frame).

**Completion Date** means the date which the client and the provider agree on to end either ongoing services, provision of a single service or termination of current services.

**Confidential Information** means any information that is:

- a) Information, ideas forms, specifications, processes, statements, formulae, trade secrets, drawings and data (and copies and extracts made of or from that information and data) that is not in public domain is considered confidential information; and
- b) confidential by nature, stipulated as confidential or any other information that would be reasonably considered to be confidential due to the value of the information;

**Intellectual Property Rights** means all present and future rights in relation to copyright, trademarks, designs, patents or other proprietary rights, or any rights to registration of such rights, whether created, written, developed or brought to existence by the client or the Provider in the provision of the Services;

**Order Details** means the order for Services provided to the Provider from the Client from time to time; and

**Services** means the services specified in Item 5 of the Order Details or as agreed between the Parties from time to time.

## 2. Commencing and completing the Services

### 2.1. Commencing the Services

- a) The Provider will commence the Services on the Commencement Date.



- b) The Provider must within forty-eight (48) hours provide written notice to the Client requesting additional information if all of the relevant information and material for completion of the Services has not been provided for the completion of the Services. If no written notice is provided, it is implied all relevant information and materials have been supplied.

## **2.2. Completing the Services**

- a) The Provider agrees to complete the Services by Completion Date.
- b) If the Provider foresees being unable to complete the Services by the Completion Date, the Provider must inform the Client at least fourteen (14) days prior to the Completion Date, or where the Completion Date is less than fourteen (14) days from the Commencement Date, then three (3) days.
- c) Upon completing the Services, the Provider shall deliver the Services to the Client by the means prescribed in Item 4 of the Agreement Summary.

## **2.3. Rejection of the Services**

- a) Notwithstanding clause 2.4 of this Agreement, the Client may reject the completed Services provided by the Provider if the Client deems the completed Services have not been completed in accordance with the description provided in Item 3 of the Agreement Summary.
- b) If the Services are deemed incomplete by the Client, the Provider agrees to rectify the Services within seven (7) days. If the Services are not rectified or are still deemed to be not in accordance with the Order Details by the Client, the Client may cancel the Services and the Provider must refund all monies paid to it in fulfilment of the Services within three (3) Business Days and release the Client from all claims for payment in relation to works performed with respect to the Services.

## **2.4. Alterations to the Services**

- a) If the Provider is required to alter the description of the Services, the Provider must first obtain written consent from the Client.

## **2.5. Warranty Period for the Services**

Where the Services include the provision of technology, then due to the inherently complex nature of technology, the Provider is unable to provide the Client with a guarantee that the Services will be free from technical errors and/or bugs (the 'Errors'). Accordingly, upon delivery of the Services, the Provider agrees to review and repair any pre-existing coding errors for the first thirty (30) days after delivery at no charge to the Client.

The above Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

## **3. Termination of this Agreement**

### **3.1. For the Client**

- a) the Client may terminate this Agreement with the Provider for any breach of this Agreement by providing fourteen (14) days written notice to the Provider. At the Client's discretion, the Client may allow the Provider to remedy the breach within fourteen (14) days' notice, or another timeframe as the Client elects, and in being satisfied with the remedy of the breach by the Provider, the Client will not terminate this Agreement.

- b) the Client may terminate this Agreement for any reason by providing the Provider with thirty (30) days' written notice of the Client's intent to terminate this Agreement.
- c) Upon receiving notification of the Client's intent to terminate this Agreement, the Provider will continue work on the Services until the lapse of the notice period, unless the Client's provides express written notice to cease work on the Services.
- d) If the Client terminates this Agreement for reasons other than a breach of this Agreement by the Provider, the Client will pay the Provider for the portion of the Services completed to date and time of cancellation.

### **3.2. For the Provider**

- a) The Provider may terminate this Agreement by providing thirty (30) days written notice to the Client of the Provider's intent to terminate this Agreement.
- b) The Provider may terminate this Agreement for a breach by the Client of this Agreement by providing fourteen (14) days' written notice of the breach to the Client. During the fourteen (14) day notice period, the Client reserves the right to remedy the breach. If the Client remedies the breach which was the cause of the notice, this Agreement will not be terminated at the lapse of the fourteen (14) days on the notice's basis.
- c) Upon providing notice of the Provider's intent to terminate this Agreement, the Provider agrees to continue providing the Services until the cessation of the notice period unless otherwise instructed by the Client to cease work.
- d) If the Provider provides notice of intent to terminate this Agreement, the Client will pay for the work which has been done and at the time the Agreement is terminated, will pay any outstanding works completed between the provision of the notice to terminate and the cessation of this Agreement. If the Client elects to have the Provider cease work upon receiving notification of the Provider's intent to terminate, the Client will only be liable to pay amounts outstanding on work completed by

the Provider to the date the request to cease work was issued by the Client.

#### **4. Liability and waivers**

##### **4.1. Liability**

- a) The total liability of the Client and its Personnel to the Provider for damage, loss or reliance shall be limited to any outstanding payments (if any) for Services completed by the Provider and not paid by the Client.
- b) The Provider expressly understands and agrees that the Client and its Personnel shall not be liable to the Provider for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by the Provider, however caused and under any theory of liability; including, but not limited to: any loss of profit (incurred directly or indirectly), any loss of goodwill or business reputation, death or personal injury and any other intangible loss.

##### **5.2. Disclosure and Use of Confidential Information**

- a) All obligations of confidence set out in this Agreement continue in full force and effect after the Completion Date.
- b) The Provider must not disclose any Confidential Information to any third party, including the customer and/or its agents, employees or servants, without the prior consent of the Client.
- c) If the Provider discloses any Confidential Information to a third party without prior consent of the Client, the Provider will notify the Client as soon as practicable.
- d) If the Provider discloses any Confidential Information to a third party without the prior written consent of the Client, the Provider is liable for any damage suffered by the Client and/or the customer as a consequence of the disclosure.
- e) Each party must keep confidential the terms of this Agreement. If a party becomes aware of a breach of this obligation, that party will immediately notify the other party.

- f) The Provider must not use any Confidential Information without the prior consent of the Client.
- g) If the Provider uses any Confidential Information without the prior written consent of the Client, the Provider will notify the Client as soon as practicable.
- h) Notwithstanding clause 8.2(f), if the Provider uses any Confidential Information without the prior consent of the Client, the Provider is liable for any damage suffered by the Client and/or the customer as a result of the use.
- i) This Agreement prohibits the disclosure of Confidential Information by the Provider with exception to the following circumstances:
  - (i) The disclosure is to a professional adviser for it to provide advice in relation to matters arising under or in connection with this Agreement and the Client has consented to the disclosure of such information to the professional adviser;
  - (ii) The disclosure is required by applicable law or regulation;  
or
  - (iii) If the confidential information is already in the public domain at no fault of the Provider.

Please carefully read the Service Agreement and sign the document provided by filling in the relevant fields. By signing this document, you agree to the terms and conditions stated within this contract for the commencement of services.

**Executed as an Agreement on** \_\_\_\_\_

**Executed by** (Client/Nominee/Guardian/Company/Parent):

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date Signed*

**Executed by Unify Disability Services, in accordance with section 127 of the *Corporations Act 2001***

  
\_\_\_\_\_  
*Signature of Director*

Michael Tawdrous  
\_\_\_\_\_  
*Name of Director*