



Agreement for Supply of Services

between

**Home Instead Sunshine Coast
ABN 67 611 951 896**

and

**Queensland Meals on Wheels Ltd
ABN 63 104 919 974**

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Schedule I Agreement Details

Item 1. Term	
Commencement date	28/02/2024
Expiry Date	28/02/2025
Item 2. Home Instead	
Name	Yours In Caring Pty Ltd trading as Home Instead Sunshine Coast
ABN	67 611 951 896
Street Address	1/8 Innovation Parkway Birtinya QLD 4575
Postal Address	1/8 Innovation Parkway Birtinya QLD 4575
Home Instead Contact	
Name	Michael Proby-Aughey
Position	Business Operations Manager
Phone	07 5443 3562
Out of hours phone	07 5443 3562
Email	caresc@homeinsteadsc.com.au
Item 3. Service Provider	
Name	Queensland Meals on Wheels Ltd
ABN	63 104 919 974
Street Address	Unit 16 / 27 Southpine Road, Strathpine QLD 4500
Postal Address	PO Box 2393, Strathpine QLD 4500
Contract Contact	
Name	Lea Readdy
Position	Member Support Officer
Phone	07 3205 5588
Email	Lea.readdy@qmow.org
Services Contact	
Name	As above
Position	
Phone	
Out of hours phone	
Email	
Accounts Contact	
Name	See individual services
ABN	
Street Address	
Postal Address	

Bank Account	
Bank	
Account Name	
BSB	
Account Number	
Item 4. Verification of service completion	
Verification required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Method for providing verification	Email to be forwarded to caresc@homeinsteadsc.com.au
Item 5. Progress notes	
Progress notes required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Method for providing notes	Email to be forwarded to caresc@homeinsteadsc.com.au
Item 6. Special Conditions	
[Nil.]	

Schedule 2

Schedule of Fees – Blackall Range Care Group Ltd

Meal Type	30% Client Contribution (No GST charged)	70% Provider Contribution (excl. GST)	Total HCP Cost (excl. GST)
Meal Package includes: Soup, Main Meal, Dessert & Juice	\$4.50	\$10.50	\$15.00

Schedule of Fees - Caloundra Meals on Wheels

Meal Type	30% Client Contribution (No GST charged)	70% Provider Contribution (excl. GST)	Total HCP Cost (excl. GST)
Meal Package includes: Soup, Main Meal, Dessert & Juice	\$4.50	\$10.50	\$15.00

Schedule of Fees - Coolum Meals on Wheels

Meal Type	30% Client Contribution (No GST charged)	70% Provider Contribution (excl. GST)	Total HCP Cost (excl. GST)
Meal Package includes: Soup, Main Meal, Dessert	\$5.40	\$12.60	\$18.00
Sandwiches	\$1.80	\$4.20	\$6.00
Juice	\$0.45	\$1.05	\$1.50

Schedule of Fees - Gympie & Tin Can Bay Meals on Wheels

Meal Type	30% Client Contribution (No GST charged)	70% Provider Contribution (excl. GST)	Total HCP Cost (excl. GST)	Delivery Fee Gympie & TCB (Tin Can Bay)
Meal or Salad ONLY	\$4.20	\$9.80	\$14.00	\$3.00 \$4.00 (TCB)
Soup Meal Deal (2 x soups + dessert) or (2 x soups + muffin)	\$3.60	\$8.40	\$12.00	\$3.00 \$4.00 (TCB)
Small Meal Deal Main + any 2 items (soup, dessert or muffin)	\$6.60	\$15.40	\$22.00	\$3.00 \$4.00 (TCB)
Regular Meal Deal Meal + any 3 items (soup, dessert or muffin)	\$7.80	\$18.20	\$26.00	\$3.00 \$4.00 (TCB)

Schedule of Fees - Nambour Meals on Wheels

Meal Type	30% Client Contribution (No GST charged)	70% Provider Contribution (excl. GST)	Total HCP Cost (excl. GST)
Meal Package includes: Soup, Main Meal, Dessert & Juice	\$4.50	\$10.50	\$15.00
Main Meal Only Hot/Chilled/Frozen	\$2.85	\$6.65	\$9.50
Main Meal Salad	\$2.85	\$6.65	\$9.50
Sandwich	\$1.50	\$3.50	\$5.00
Soup Hot/Frozen	\$0.75	\$1.75	\$2.50
Side Salad	\$0.75	\$1.75	\$2.50
Dessert Chilled/Frozen	\$0.90	\$2.10	\$3.00
Fresh Fruit or Muffin	\$0.90	\$2.10	\$3.00
Fresh Fruit Salad (Seasonal)	\$0.90	\$2.10	\$3.00

Schedule of Fees from 1/5/24 - Nambour Meals on Wheels

Meal Type	30% Client Contribution (No GST charged)	70% Provider Contribution (excl. GST)	Total HCP Cost (excl. GST)
Meal Package includes: Soup, Main Meal, Dessert & Juice	\$5.00	\$11.50	\$16.50
Main Meal Only Hot/Chilled/Frozen	\$3.00	\$7.00	\$10.00
Main Meal Salad	\$3.00	\$7.00	\$10.00
Sandwich	\$2.00	\$4.00	\$6.00
Soup Hot/Frozen	\$1.00	\$2.00	\$3.00
Side Salad	\$1.00	\$2.00	\$3.00
Dessert Chilled/Frozen	\$1.00	\$2.50	\$3.50
Fresh Fruit	\$1.00	\$2.00	\$3.00

Schedule of Fees - Pomona Meals on Wheels

Meal Type	30% Client Contribution (No GST charged)	70% Provider Contribution (excl. GST)	Total HCP Cost (excl. GST)
Meal Package includes: Soup, Main Meal, Dessert & Juice	\$4.50	\$10.50	\$15.00

Schedule of Fees - Tewantin Meals on Wheels

Meal Type	30% Client Contribution (No GST charged)	70% Provider Contribution (excl. GST)	Total HCP Cost (excl. GST)
Meal Package includes: Soup, Main Meal, Dessert & Juice	\$6.00	\$14.00	\$20.00 + GST

Maroochydore Meals on Wheels (Suncare) do not supply HCP meals

Schedule 3 Registration and Training

Health Practitioner Registration

Please specify each practice with which the Service Provider or its Personnel are registered under the health practitioner legislation or regulation applicable in your state or territory:

- | | |
|---|--|
| <input type="checkbox"/> Chiropractic | <input type="checkbox"/> Optometry |
| <input type="checkbox"/> Dental | <input type="checkbox"/> Osteopathy |
| <input type="checkbox"/> Medical | <input type="checkbox"/> Pharmacy |
| <input type="checkbox"/> Medical Radiation | <input type="checkbox"/> Physiotherapy |
| <input type="checkbox"/> Nursing/Midwifery | <input type="checkbox"/> Podiatry |
| <input type="checkbox"/> Occupational Therapy | <input type="checkbox"/> Psychology |
| <input type="checkbox"/> Speech Pathology | |

Other Registration

If the Service Provider does not provide the health services listed above, please complete:

Service Provider's profession, trade or practice	Home Delivered Meals
Industry organisations with which the Service Provider or its Personnel is/are registered	

Policies and Procedures

The Service Provider has policies and procedures in place for the following, and the Personnel providing the Services have been trained on these policies and procedures:

- | | | |
|------------------------------------|---|-----------------------------|
| Work health and safety | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Duty of care | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Incident and hazard reporting | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Safe use of medication | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Client rights and responsibilities | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Privacy and confidentiality | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Dealing with complaints | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

Agreement

I. Interpretation

I.1 Definitions

In this Agreement, unless the context requires otherwise:

Aged Care Legislation means the *Aged Care Act 1997* and the *Aged Care Quality and Safety Commission Act 2018* and includes the *Quality of Care Principles 2014*, *Charter of Aged Care Rights* and *Code of Conduct for Aged Care*;

Agreement means this agreement including any schedules, annexures or attachments;

Business Day means a day on which trading banks are open for business in the locality of Home Instead's Street Address.

Business Hours means from 9:00am to 5:00pm on a Business Day;

Client means a Home Instead Client to whom Services are provided under this Agreement;

Code of Conduct means the Code of Conduct for aged care workers prescribed under the *Aged Care Legislation* set out in Attachment B or as amended;

Commencement Date means the commencement date specified in Item 1 of Schedule 1;

Confidential Information has the meaning specified in clause 8.1;

Expiry Date means the expiry date specified in Item 1 of Schedule 1;

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Home Instead means the person specified in Item 2 of Schedule 1;

Home Instead Contact means the person specified in Item 2 of Schedule 1 or otherwise notified in writing by Home Instead to the Service Provider;

Home Instead Incident Report means the incident report in the form specified by Home Instead;

Home Instead's Street Address means the street address specified in Item 2 of Schedule 1 or otherwise notified in writing by Home Instead to the Service Provider;

Incidents and Accidents means acts, omissions, events, or circumstances that occur in the workplace; in connection with the provision of supports, or the alteration or withdrawal of supports; that has caused or potential to cause harm either physically or emotionally to a client, employee or other stakeholder; or damage to property, the environment or other loss.

Personnel of a party means that party's directors, officers, principals, employees, contractors, consultants and agents and, if the party is an individual, the party;

Service Provider means the person specified in Item 3 of Schedule 1;

Service Provider's Bank Account means the bank account specified in Item 3 of Schedule 1 or otherwise notified in writing by the Service Provider to Home Instead;

Services to be provided by the Service Provider to a Client in accordance with this Agreement;

Special Conditions means the special conditions specified in Item 6 of Schedule 1; and

Tax Invoice has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

I.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings to clauses are for convenience only and do not affect the interpretation of this Agreement;
- (b) any reference to:
 - (i) a party, clause, Schedule, Annexure or attachment is a reference to a party to, clause of, or schedule, annexure or attachment to this Agreement;
 - (ii) legislation includes regulations, codes and by laws and all subordinate legislation made thereunder and any amendment, consolidation, replacement or re-enactment thereof;
 - (iii) the singular includes the plural and vice versa;
 - (iv) any gender includes all other genders;
 - (v) other grammatical forms of defined words or expressions have corresponding meanings;
 - (vi) a person includes a natural person, partnership, joint venture, government authority, association, corporation or other body or entity whether incorporated or not;
 - (vii) a person or a party includes the person's legal personal representatives, administrators, successors, substitutes, transferees, assigns and persons substituted by novation.
 - (viii) writing includes any mode of representing or reproducing words, including words created or stored in any electronic medium and retrievable in perceivable form.

2. Term

This Agreement commences on the Commencement Date and continues in force until the Expiry Date unless terminated earlier in accordance with clause 13.

3. Communication

3.1 Service request

- (a) Home Instead may issue a written service request for provision of Services to a Client.
- (b) The request will inform the Service Provider of all required Services including the service commencement date and time and a detailed service description.

3.2 Urgent service request

If a service request is urgent and Home Instead is unable to provide a written service request before the service commencement date and time, Home Instead may make a verbal service request and issue a written service request indicating the services commencement date on the next Business Day.

3.3 Acceptance of service request

The Service Provider must accept or decline the service request:

- (a) for a standard request received within Business Hours: in writing, within 24 hours or next Business Day of receiving the service request;
- (b) for a standard request received outside Business Hours: in writing, within 24 hours of the next Business Day; or
- (c) for an urgent request: verbally, within 3 hours and in writing within 24 hours of receipt of written request.

3.4 Variation to service request

Any variation to a service request must be approved in writing by Home Instead prior to provision of the amended Service.

3.5 Cancellation of service request

Each party must make every reasonable effort to give any necessary cancellation notice at the earliest possible opportunity.

3.6 Verification of service completion

If required by Home Instead, as indicated in Item 4 of Schedule 1, the Service Provider must give Home Instead written verification of completion of service within 24 hours of completion, in the manner specified in Item 4 of Schedule 1.

3.7 Progress notes

- (a) If required by Home Instead (as indicated in Item 5 of Schedule 1), the Service Provider must give Home Instead written progress notes within 48 hours of completion (in the manner specified in Item 5 of Schedule 1).

- (b) The progress notes must detail:
 - (i) the services delivered;
 - (ii) the Client's response;
 - (iii) future recommendations, and
 - (iv) the date and time of the next service.

3.8 Communication with or about Clients

- (a) To the extent permitted by law, Home Instead will provide the Service Provider with the information about the Client that the Service Provider requires to perform the Services, with as much notice as practicable prior to delivery of the Services.
- (b) Subject to clause 3.8(c), the Service Provider must ensure that its Personnel do not communicate directly with:
 - (i) the Client, except as necessary at the time of provision of the Services; or
 - (ii) a third party about the Client.

All such communication must be made through Home Instead unless Home Instead directs otherwise in writing.
- (c) In an emergency situation, the Service Provider's Personnel may contact 000 directly and must inform the Home Instead Contact immediately after.

3.9 Change in Client's condition

The Service Provider must inform Home Instead in writing of any change in a Client's condition within 3 hours of the end of each service.

3.10 Change to Service Provider's details

The Service Provider must inform Home Instead promptly of any changes to the Service Provider's details (as specified in Schedule 1 or otherwise notified in writing by the Service Provider to Home Instead).

3.11 Communication Protocol

An overview of the communication protocol set out in this Agreement is at Attachment A.

4. Incident reporting

4.1 Definitions

In this Agreement:

- (a) **Reportable Incident** means any of the following incidents that occur, are alleged to have occurred, or are suspected of having occurred in connection with the provision of care to a Client:
 - (i) unreasonable use of force against the Client;
 - (ii) unlawful sexual contact, or inappropriate sexual conduct, inflicted on the Client;
 - (iii) psychological or emotional abuse of the Client;

- (iv) unexpected death of the Client;
 - (v) stealing from, or financial coercion of, the Client by Home Instead or the Service Provider's Personnel;
 - (vi) neglect of the Client;
 - (vii) use of any practice or intervention that has the effect of restricting the rights or freedom of movement of the Client;
 - (viii) unexplained absence of the Client.
- (b) **Priority 1 Incident** means:
- (i) a Reportable Incident that has caused, or could reasonably have been expected to have caused the Client physical or psychological injury or discomfort that requires medical or psychological treatment to resolve;
 - (ii) a Reportable Incident where there are reasonable grounds to report the incident to police; or
 - (iii) a Reportable Incident unlawful sexual contact, or inappropriate sexual conduct, inflicted on the Client;
 - (iv) unexpected death of the Client; or
 - (v) unexplained absence of the Client.
- (c) **Priority 2 Incident** means a Reportable Incident that is not a Priority 1 Incident.

4.2 Priority 1 Incidents

If the Service Provider or a member of its Personnel become aware of a Priority 1 Incident, the Service Provider must:

- (a) inform the Home Instead Contact (or if the Home Instead Contact can not be contacted, the Home Instead office) by phone immediately or, if that is not possible, as soon as possible; and
- (b) complete a Home Instead Incident Report and email it to the Home Instead Contact as soon as possible but no later than 24 hours after becoming aware of the incident.

4.3 Priority 2 Incidents

If the Service Provider or a member of its Personnel becomes aware of a Priority 2 Incident, the Service Provider must complete a Home Instead Incident Report and email it to the Home Instead Contact as soon as possible but no later than the next Business Day after becoming aware of the incident.

5. Services

5.1 Warranties

The Service Provider agrees, represents and warrants to Home Instead that:

- (a) it will carry out and complete the Services:
 - (i) efficiently, with due skill and care and to industry standards in a professional and lawful manner using materials suitable

- for the purpose and to the best of the Service Provider's ability; and
 - (ii) in accordance with all statutory or regulatory requirements, including the Aged Care Act if relevant;
- (b) has the necessary qualified resources, expertise and experience to provide the Services to the standard required under the Aged Care Legislation and all applicable statutory and regulatory requirements;
 - (c) its Personnel delivering any Services:
 - (i) hold and maintain, all licences, permits, qualifications, registrations and insurances required by law including those detailed in Schedule 3;
 - (ii) have been adequately trained to perform the Services and to meet the standards and obligations imposed by the Aged Care Legislation and all applicable statutory and regulatory requirements including the Code of Conduct; and
 - (iii) are authorised to undertake work within Australia;
 - (d) has in place the policies and procedures indicated in Schedule 3; and
 - (e) the Statutory Declaration at Attachment C is true and correct in every particular.

5.2 Code of Conduct

The Service Provider must ensure that its Personnel comply with the Code of Conduct.

5.3 Health and safety

- (a) The Service Provider must:
 - (i) have documented health and safety policies, procedures and systems in place to ensure the health and safety of others, including the Service Provider's workers and Home Instead's workers and Clients;
 - (ii) assess any health and safety risks associated with the delivery of the Services prior to performing the Services; and
 - (iii) notify Home Instead promptly of any health and safety risks relevant to delivery of the Services, of which the Service Provider is or becomes aware.
- (b) The Service Provider must ensure that its Personnel:
 - (i) comply with the Service Provider's health and safety policies, procedures and systems;
 - (ii) comply with all legal requirements, best practice guidelines and universal precautions in relation to infection control practices at all times when performing the Services; and

- (iii) do not smoke and are not under the influence of alcohol or other drugs while providing the Services.

5.4 Police certificates

- (a) The Service Provider must, at its own cost, ensure that it holds in relation to the Service Provider (if the Service Provider is an individual) and each of the Service Provider's employees or volunteers:
 - (i) a police certificate for the person that is not more than 3 years old and that does not record that the person has been:
 - (A) convicted of murder or sexual assault; or
 - (B) convicted of, and sentenced to imprisonment for, any other form of assault; and
 - (ii) for a person who has been, at any time after turning 16, a citizen or permanent resident of a country other than Australia, a statutory declaration by that person stating that the person has never been:
 - (A) convicted of murder or sexual assault; or
 - (B) convicted of, and sentenced to imprisonment for, any other form of assault.
- (b) Clause 5.4(a) does not apply in relation to an employee or volunteer:
 - (i) who does not have any access to any Clients; or
 - (ii) whose only access to any Client is supervised at all times by an employee or volunteer in relation to whom the Service Provider meets the requirements of clause 5.4(a).

5.5 Statutory obligations

The Service Provider is responsible for all taxation, superannuation, leave allowances, training levies, award payments and allowances and statutory or regulatory obligations arising from or relating to the Service Provider or the Service Provider's Personnel.

5.6 Audit

- (a) The Service Provider must promptly provide Home Instead with all information and/or documents reasonably required by Home Instead to enable Home Instead to confirm:
 - (i) the accuracy of the warranties provided in clause 5.1; and
 - (ii) the Service Provider's compliance with this Agreement.

- (b) Without limitation to clause 5.6(a), Home Instead may conduct an annual review or audit to assess:
 - (i) the accuracy of the warranties provided in clause 5.1; and
 - (ii) the Service Provider's compliance with this Agreement
 and the Service Provider must comply with all of Home Instead's reasonable requirements in relation to the review or audit.

6. Payment

6.1 Rates

Home Instead will pay the Service Provider for the Services at the rates specified in Schedule 2, or other rates agreed in writing between Home Instead and the Service Provider.

6.2 Tax Invoice

Within 14 days of provision of the Services, the Service Provider must provide Home Instead with a Tax Invoice specifying the:

- (a) Client and any other relevant Client details;
- (b) Services provided;
- (c) hours of service; and
- (d) rates charged for each service.

6.3 Time for payment

Subject to clause 12, Home Instead must pay the Service Provider the amount specified in the Tax Invoice within 28 days of receipt of a valid Tax Invoice.

6.4 Authorisation

Home Instead is not obliged to pay for any Services that have not been authorised in writing by a Home Instead Contact prior to commencement, except in urgent cases where Services have been authorised in accordance with clause 3.2.

6.5 Cancellation

- (a) If Home Instead cancels a service request with less than 2 hours' notice, Home Instead must pay the Service Provider for the first hour of the service request, or part thereof if the service request was for less than one hour.
- (b) If the Service Provider cancels a service with less than 48 hours' notice, the Service Provider must pay Home Instead a cancellation fee of \$250.00 within 28 days of demand by Home Instead.

7. Feedback and complaints

7.1 Feedback

- (a) Home Instead welcomes feedback, both positive and negative, from Service Providers

and their Personnel and Clients and their families.

7.2 Complaints

- (a) A Service Provider or a member of its Personnel or a Client or a member of their family may make a complaint to Home Instead's attention through any channel, either in person or through a representative.
- (b) Home Instead will:
 - (i) deal with feedback and complaints confidentially, to the extent permitted by law;
 - (ii) treat persons providing feedback or making a complaint with dignity and respect and not discriminate against that person;
 - (iii) investigate and responded to complaints in accordance with Home Instead's complaints policy and procedures.

7.3 Complaints regarding Service Provider

- (a) The Service Provider must provide Home instead with a copy of its complaints policy and procedures.
- (b) If Home Instead receives a complaint about the Service Provider or its Personnel, Home Instead may do any one or more of the following:
 - (i) request the Service Provider to investigate the complaint within an agreed timeframe;
 - (ii) investigate the complaint itself;
 - (iii) request the Service Provider to withdraw specific Personnel and/or Services from a Client;
 - (iv) report the complaint to the relevant disciplinary, licencing, registration or professional body;
 - (v) report the complaint to the police or relevant statutory authority.

8. Confidentiality and Privacy

8.1 Definitions

In this Agreement:

Confidential Information includes:

- (a) the existence and contents of this Agreement (including the rates and amounts payable);
- (b) all information in any form in any way related to Home Instead, its Clients or business, transactions, affairs, techniques or processes;
- (c) all information which the Service Provider or its Personnel obtains or learns in whole or in part during the course of preparing for or performing the Services; and

- (d) all Personal Information regarding Home Instead employees and Clients.

excluding information which is or comes into the public domain other than by breach of this clause 8; and

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (e) whether the information or opinion is true or not; and
- (f) whether the information or opinion is recorded in a material form or not.

8.2 Confidentiality

The Service Provider must, and must use its best endeavours and take all reasonable steps to ensure that its Personnel, keep the Confidential Information confidential and not use or disclose the Confidential Information to any person unless:

- (a) authorised by this Agreement;
- (b) authorised by Home Instead in writing; or
- (c) the disclosure is required by law.

8.3 Disclosure

The Service Provider must immediately notify, keep informed, and take all steps reasonably required by Home Instead if the Service Provider:

- (a) becomes aware that a disclosure of Confidential Information is or may be required by law; or
- (b) is approached by the Information Commissioner, or by any individual regarding a Home Instead employee's or Client's Personal Information.

8.4 Breach

If the Service Provider becomes aware of a breach of this clause 8, it must:

- (a) immediately notify Home Instead;
- (b) keep Home Instead informed; and
- (c) provide all information and take all steps reasonably required by Home Instead to limit or remedy the breach.

9. Property

9.1 Property

All property, including documents, Confidential Information and intellectual property rights, created or received by the Service Provider during the course of its performance of Services under this Agreement are Home Instead's exclusive property.

9.2 Tools and equipment

The Service Provider and the Home Instead will discuss and agree the arrangements for provision of any tools or equipment necessary for performance of the Services.

9.3 Goodwill

The Service Provider agrees and acknowledges that goodwill is not generated by the performance of any or all of the Services or by entry into this Agreement.

9.4 Return of property

The Service Provider must return all Home Instead's property to Home Instead immediately upon termination or expiry of this Agreement.

10. Insurance

10.1 The Service Provider must effect and maintain throughout the term of this Agreement the following insurances:

- (a) workers' compensation as required by law;
- (b) public and products liability to a limit of at least \$10 million per claim; and
- (c) professional indemnity to a limit of at least \$10 million per claim.

10.2 The Service Provider must give Home Instead a copy of each Certificate of Currency for the insurances specified in clause 10.1:

- (a) on entry into this Agreement;
- (b) whenever the insurance is renewed; and
- (c) at any other time upon request by Home Instead.

11. Indemnity

11.1 The Service Provider indemnifies and must keep indemnified Home Instead against all claims, suits, demands, actions, proceedings, costs (including legal costs and expenses on a solicitor/own client basis) and expenses of any kind whatsoever incurred by Home Instead as a direct or indirect consequence of:

- (a) the Service Provider's breach of this Agreement;
- (b) the breach of any representation or warranty in this Agreement;
- (c) any wilful, unlawful or negligent act or omission of the Service Provider or its Personnel.

11.2 The indemnity under clause 11.1 will be reduced proportionately by the extent that any act or omission of Home Instead contributed to the loss or liability.

12. Dispute resolution

12.1 A party may not commence court proceedings or arbitration (except proceedings for urgent interlocutory relief) in respect of a dispute arising under this Agreement, unless it has first complied with this clause 12.

12.2 A party claiming that a dispute has arisen must give written notice of dispute to the other party.

12.3 Within 10 days of receipt of such notice of dispute by the other party, the parties must use their best endeavours to resolve the dispute.

12.4 If the dispute is not resolved within the 10-day period or longer period agreed in writing between the parties, Home Instead will refer the matter an independent mediator selected by Home Instead.

12.5 Each party must:

- (a) bear its own costs of complying with this clause 12; and
- (b) equally bear the cost of the independent mediator.

13. Termination

13.1 Termination

- (a) Either party may terminate this Agreement by giving 14 days' written notice to the other party.
- (b) Home Instead may terminate this Agreement immediately by written notice to the other party if the Service Provider:
 - (i) commits a material breach of this Agreement;
 - (ii) acts dishonestly or improperly in relation to the delivery of Services; or
 - (iii) brings or risks bringing Home Instead into disrepute.

13.2 Surviving clauses

Clauses 8, 9, 11, 12 and 13.2 survive termination or expiry of this Agreement.

14. General

14.1 Order of Precedence

To the extent of any discrepancy, inconsistency or ambiguity between the provisions of this Agreement, the order of precedence is:

1. the Special Conditions;
2. the Schedules;
3. the other provisions of this Agreement;
4. the Attachments.

14.2 Relationship of parties

- (a) The relationship between Home Instead and the Service Provider is one of principal and contractor.
- (b) This Agreement does not create an employment, partnership or agency arrangement between Home Instead and the Service Provider.
- (c) The Service Provider must not represent to any party that the Service Provider is Home Instead's employee, partner or agent.
- (d) The Service Provider must not, expressly or impliedly, bind, purport to bind or attempt to bind, Home Instead in any way.

14.3 No subcontracting

The Service Provider must not enter into other contracts or subcontract with third parties to provide the Services to Home Instead.

14.4 No exclusivity

Home Instead acknowledges that the Service Provider does not provide contract Services exclusively to Home Instead.

14.5 No assignment

A party must not assign or purport to assign its rights or obligations under this Agreement, without the written consent of the other party.

14.6 Variation

This Agreement may only be varied in writing signed by the parties.

14.7 Waiver

No waiver of any breach of any provision of this Agreement will be effective unless in writing signed by the party which has the right to enforce the breach. No such waiver will be construed as a waiver of any subsequent breach.

14.8 Severance

If any provision of this Agreement is void, voidable, unenforceable or illegal, it must be read down so as to be valid and enforceable or, if it cannot be read down, the provision or, where possible, the offending words, must be severed

from this Agreement without affecting the validity, legality of enforceability of the remaining provisions or parts of those provisions which will continue in full force and effect.

14.9 Counterparts

This Agreement may be executed in counterparts, each signed by one or more signatories. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.

14.10 Digital signatures

To the extent permitted by law, this Agreement may be executed with Digital Signatures. A party may not contest the enforceability of this Agreement on the basis that it was executed using Digital Signatures.

14.11 Costs

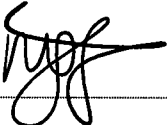
Each party must bear its own costs and expenses arising from or incidental to the preparation, negotiation and execution of this Agreement.

14.12 Governing law

This agreement is governed by the law of the State or Territory of Home Instead's Street Address. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts competent to hear appeals therefrom.

Execution

Signed on behalf of Home Instead by its authorised representatives:



Signature

Michael Proby-Aughey

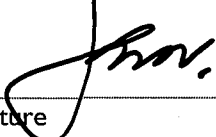
Full name

Business Operations Manager

Position

28/02/2024

Date



Signature

Dorota Klonica

Full name

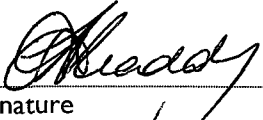
Finance Manager

Position

28/02/2024

Date

Signed on behalf of the Service Provider by its authorised representative:



Signature

WA READY

Full name

MEMBER SUPPORT - OPERATIONS

Position

8/3/2024

Date

Attachment A Communication Protocol

Step	Process	Reference
Services		
Initial discussions	Home Instead may make initial enquiries with Service Provider by telephone and/or email.	
Service request	Home Instead sends written service request by email to Service Provider.	Clause 3.1
Urgent service request	Home Instead makes verbal service request and follows up with written service request by email on next business day.	Clause 3.2
Acceptance of service request	Service Provider accepts or declines service request in writing within 24 hours (or within 24 hours of next Business Hour if request is received outside Business Hours).	Clause 3.3
Acceptance of urgent service request	Service Provider accepts or declines service request verbally within 3 hours and confirms in writing within 24 hours of receiving written request.	Clause 3.3
Variation to service request	Any variation to a service request must be approved in writing by Home Instead prior to provision of the amended Service.	Clause 3.4
Cancellation of service request	Home Instead and the Service Provider give any necessary cancellation notice at the earliest possible opportunity.	Clause 3.5
Verification of service completion	If required, Service Provider gives Home Instead written verification of completion of service within 24 hours.	Clause 3.6 Item 4 Schedule 1
Progress notes	If required, Service Provider gives Home Instead written progress notes within 48 hours. See Item 5 of Schedule 1.	Clause 3.7 Item 5 Schedule 1
Invoice	Service Provider sends invoice within 14 days.	Clause 6.2
Payment	Home Instead pays invoice within 28 days.	Clause 6.3
Other Communications		
Communication with or about Client	All communication with or about the Client must be through Home Instead unless Home Instead directs otherwise.	Clause 3.8
Urgent communication about Client	In an emergency situation, Service Provider may contact 000 directly and must inform Home Instead Contact immediately after.	Clause 3.8
Change in Client's condition	Service Provider must inform Home Instead in writing of any change in a Client's condition within 3 hours of end of service.	Clause 3.9
Health and safety risks	Service Provider must notify Home Instead promptly of any health and safety risks.	Clause 5.3(a)(iii)
Change of Service Provider's details	Service Provider must inform Home Instead promptly of any changes to Service Provider's details.	Clause 3.10
Incident Reporting		
Priority 1 Incidents	Service Provider must: <ul style="list-style-type: none"> inform Home Instead immediately; and email a Home Instead Incident Report no later than 24 hours after becoming aware. 	Clauses 4.1 & 4.2
Priority 2 Incidents	Service Provider must email a Home Instead Incident Report no later than the next Business Day.	Clauses 4.1 & 4.3

Attachment B Code of Conduct

Schedule 1 to the Aged Care Quality and Safety Commission Rules 2018

When providing care, supports and services to people, I must:

- (a) act with respect for people's rights to freedom of expression, self determination and decision making in accordance with applicable laws and conventions; and
- (b) act in a way that treats people with dignity and respect, and values their diversity; and
- (c) act with respect for the privacy of people; and
- (d) provide care, supports and services in a safe and competent manner, with care and skill; and
- (e) act with integrity, honesty and transparency; and
- (f) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of care, supports and services; and
- (g) provide care, supports and services free from:
 - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
 - (ii) sexual misconduct; and
- (h) take all reasonable steps to prevent and respond to:
 - (i) all forms of violence, discrimination, exploitation, neglect and abuse; and
 - (ii) sexual misconduct.

Attachment C Statutory Declaration