

SERVICE AGREEMENT

for the provision of
Customer Care Services
to KinCare

KinCare Health Services Pty Ltd
ABN 31 095 961 005
Building A, Level 4, 20 Lexington Drive
Bella Vista NSW 2153
E: national.procurement@kincare.com.au
www.kincare.com.au

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Key Terms of Agreement

Commencement Date	28/01/2025
KinCare (Purchaser)	<p>Company: KinCare Health Services Pty Ltd</p> <p>Trading as: KinCare</p> <p>ABN: 31 095 961 005</p> <p>Address: Building A, Level 4, 20 Lexington Drive BELLA VISTA NSW 2153</p> <p>Email: national.procurement@kincare.com.au</p>
KinCare's Representative	<p>The following person is KinCare's representative and is entitled to act with KinCare's full authority in all matters relating to the Contract:</p> <p>Name: Louise McDonald</p> <p>Title: National Procurement and Compliance Manager</p> <p>Email: national.procurement@kincare.com.au</p>
Contractor (Supplier)	<p>Company: Queensland Meals on wheels Ltd</p> <p>Trading as: QUEENSLAND MEALS ON WHEELS</p> <p>ABN: 63 104 919 974</p> <p>Address: Unit 16 / 27 South Pine Road Brendale QLD 4500</p> <p>Tel: 0459 352 493</p> <p>Email: info@qmow.org</p> <p>Contact: Lea Readdy</p>
Contractor's Representative	<p>The following person is the Contractor's representative and is entitled to act with the Contractor's full authority in all matters relating to the Contract:</p> <p>Name: Lea Readdy</p> <p>Title: Member Support</p> <p>Tel: 0459 352 493</p> <p>Email: lea.readdy@qmow.org</p>
Term	2 years from Commencement Date subject to the provisions of clause 3 and clause 15
Terms and Conditions	Services provided under this Agreement will be in accordance with the Terms and Conditions and all Schedules set out in this Contract
Special Conditions	Refer to Schedule 1

Documentation Required prior to starting Services	Refer to Schedule 2
Contractor Performance	Refer to Schedule 3
Fee	Prices as set out in Schedule 4
Agreement Services (or Services)	Scope of Services undertaken by the Contractor as set out in Schedule 5
KinCare Address for service of documents, including invoices for payment	<p>Email for invoices: payment@kincare.com.au</p> <p>Note: all invoices must be in PDF format (Clause 13.1)</p> <p>Email for documents: national.procurement@kincare.com.au</p> <p>Postal address: PO Box 7607, Norwest, NSW, 2153</p>
Contractor Address for service of documents, including order placement	<p>Email for orders: tea.readdy@qmow.org</p> <p>Email for documents: tea.readdy@qmow.org</p> <p>Postal address for documents: Unit 16 / 27 South Pine Road Brendale QLD 4500</p>

Execution Page

Executed for and on behalf of **KinCare** (ABN: **31 095 961 005**), by

Name: Louise McDonald

Title: National Procurement and Compliance Manager

Signed by:



C7B428CF31A9423...

Signature

Date 28/1/2025

Executed for and on behalf of (**Queensland Meals on wheels Ltd**)
(ABN: 63 104 919 974), by

Lea Readdy	Member Support
Name	Title

DocuSigned by:



0BC537ABF346402...

Signature

Date 24/1/2025

Terms and Conditions

1. The Service Agreement

- 1.1. The Service Agreement comprises of the Terms and Conditions and **Schedules 1 to 6** (inclusive) and any attachments to the **Schedules**
- 1.2. Parties to the Service Agreement
 - 1.2.1. KinCare is the purchaser of the Services from the Contractor in accordance with the Service Agreement.
 - 1.2.2. The Contractor is the supplier of the Services to KinCare in accordance with the Service Agreement.
- 1.3. Assignment: The Contractor cannot assign the Agreement to a subcontractor without the mutual agreement of the two parties. KinCare may withhold any consent to an assignment in its sole and absolute discretion, for the Contractor to utilise subcontractors

2. Scope of Services

- 2.1. The Scope of Services is set out in Schedule 5 and includes any variations made under this Service Agreement.

3. Term

- 3.1. KinCare engages the Contractor to provide the Services for two (2) years starting on the Commencement Date
- 3.2. Once the initial term has ended, the agreement will continue on a month to month basis, unless otherwise notified in writing by KinCare
- 3.3. KinCare may in its absolute discretion, by written notice, engage the Contractor for any number of further terms upon the expiry of the Contract, or upon mutual agreement with the Contractor
- 3.4. If the Contractor receives a notice under clause 3.3, the Contractor may within seven (7) days of receipt of such notice, notify KinCare in writing of the Contractor's acceptance of the offer to extend the Term of the Agreement.

4. Parties' Representatives

- 4.1. KinCare's Representative: KinCare appoints the representative set out in the Key Terms to act with KinCare's full authority in all matters relating to the Contract.
- 4.2. Contractor's Representative: The Contractor appoints the representative set out in the Key Terms to act with the Contractor's full authority in all matters relating to the Service Agreement.
- 4.3. Change of Representatives: The Parties may change their representatives by giving seven (7) days' notice in writing.

5. Relationship of the Parties

- 5.1. This Service Agreement does not create, and must not be construed as creating, any express or implied relationship of employment, agency, partnership or joint venture between KinCare and the Contractor.
- 5.2. In the performance of the Services, the Contractor agrees that the Contractor does not have the authority to enter into any agreement or other arrangement binding KinCare and shall not represent to anyone that the Contractor has such authority.

6. Contractor's Responsibilities

- 6.1. The Contractor's Obligations: The Contractor must plan and carry out the Services in accordance with the Service Agreement, and perform and observe all obligations under the Service Agreement.
- 6.2. The Contractor's Employees
- 6.3. The Contractor must:
 - 6.3.1. employ and ensure that its employees and subcontractor's employees hold appropriate qualifications, skills and experience to perform the Services; and
 - 6.3.2. Ensure that its employees and subcontractor's employees comply with all regulations and statutes pertaining to the delivery of the Services.
- 6.4. Removal from the sites:
 - 6.4.1. KinCare may request the Contractor to remove any person/is employed by the Contractor who provides services and/or activities to KinCare's customers if KinCare have reasonable grounds to believe that they have engaged in any activities that are deemed incompetent, negligent or guilty of misconduct
- 6.5. Customer Inconvenience:
 - 6.5.1. The Contractor must conduct the Services in a manner that avoids unnecessary inconvenience or disruption to the proper performance of any lawful activities occurring at the time, and avoids jeopardising the health or physical well-being of any customer, employee or the general public. Employees and subcontractors are restricted from smoking in customers' homes or in close proximity.
- 6.6. Workplace Health, Safety and the Environment. The Contractor and all agents, carriers and representatives of the Contractor must:
 - 6.6.1. Comply with the requirements of the Workplace Health and Safety Act, and
 - 6.6.2. Observe the requirements of the related and associated Acts, Regulations, Orders and Rules including those pertaining to Dangerous Goods, Hazardous Substances, Labelling of Workplace Substances, Material Safety Data Sheets, First Aid and Manual Handling.
 - 6.6.3. At any point during the term of the Agreement, providing all relevant information and documentation in relation to a client that may be relevant to the Contractor;
 - 6.6.4. Undertaking reasonable efforts to ensure that each client maintains their own premises, facilities, plant and equipment to a standard that poses the lowest possible risk to the Contractor's Employees; and
 - 6.6.5. Complying with any reasonable request by the Contractor or by the Contractor's Employees to ensure the workplace health and safety or the Contractor's Employees.
- 6.7. Reporting of Incidents and Inquiries.
 - 6.7.1. The Contractor must provide, in writing, within one (1) working day of occurrence or request by KinCare, details of any incident involving third parties. Where the request arises from a report or complaint by a third party in relation to the Contractor's delivery of the Services, the Contractor must provide the following information in writing:
 - 6.7.1.1. details of the personnel, facilities, vehicles and equipment involved;
 - 6.7.1.2. the date and place of the incident;
 - 6.7.1.3. the nature of any damage to property or injury to personnel; and
 - 6.7.1.4. any action taken by the Contractor.
- 6.8. Evidence of Documentation. Prior to the commencement of the Services, the Contractor shall provide to KinCare and maintain the following documentation:

- 6.8.1. Relevant insurances, including Worker's Compensation, Public and Products Liability, Professional Indemnity;
- 6.8.2. Current business registration certificate;
- 6.8.3. Current National Criminal History Records Check (NCHRC) certificates Working with Children's Check (WWCC) certificates and/or Working With Vulnerable Person's Checks (WWVP) and/or a valid NDIS Worker Screening Check (NDISWSC) when applicable
- 6.8.4. Or a valid Statutory Declaration that constitutes correct record keeping management processes of such compliance checks
- 6.9. Right to Audit
 - 6.9.1. During the Term of this Contract, KinCare reserves the right to audit the Contractor and/or its subcontractors for evidence of documentation as declared in **Schedule 2**, as required by the Aged Care Quality Standards effective governance requirements for Aged Care Approved Providers
 - 6.9.2. Failure by the Contractor to provide the required documentation shall constitute a substantial breach of the Contract.
- 6.10. Modern Slavery Policy
 - 6.10.1. Ensure that both parties have a valid and accepted Modern Slavery policy to ensure the abolishment of Modern Slavery practices.

7. Performance of Services

- 7.1. Subcontracting
 - 7.1.1. The Contractor must at the initiation of the Service Agreement must declare if they will, whether it be regularly or on occasion, utilise subcontracting arrangements for the provision of services.
 - 7.1.2. KinCare will agree upon declaration of the Contractor whether subcontracting arrangements will be accepted as part of the Service Agreement.
- 7.2. Contractor liable for Subcontractors
 - 7.2.1. The Contractor shall be liable to KinCare for the acts, defaults and omissions of subcontractors, employees and agents of the Subcontractor as if they were the acts, defaults and omissions of the Contractor.
 - 7.2.2. Approval to subcontract shall not relieve the Contractor from any liability or obligations under this Agreement.
 - 7.2.3. Approval to subcontract is subject to the Contractor demonstrating, the Subcontractor agrees to meet the outlined compliance requirements as agreed to by the Contractor, and can provide evidence of compliance requirements if called upon to do so by the Contractor and or by KinCare.

8. Performance Monitoring

- 8.1. Service Level Agreement (SLA)
 - 8.1.1. The Contractor's performance will be monitored using the Service Level Agreement (SLA) in Schedule 3. Changes to SLA cannot be made without prior discussion and agreement with KinCare. The Contractor must keep sufficient records of its performance as against the SLA to enable KinCare to validate its performance under this Contract. Failure by the Contractor to meet the elements in the SLA shall constitute a breach of the Agreement by the Contractor.

9. Insurance

9.1. Insurance/s Required

9.1.1. The Contractor must, before any of the Services are commenced, obtain and maintain the insurances set out below, for the Term of the Contract:

9.1.1.1. A public liability policy with a minimum insurance of \$20 million, or at an agreed liability limit as part of the negotiations of the Service Agreement with the Contractor

9.1.1.2. A professional indemnity policy with a minimum insurance of \$10 million to cover liability for errors and design, documentation, supervision and other professional duties of the Agreement and extended to include cover for all such professional duties carried out on behalf of the Contractor by subcontractors or consultants; and

9.1.1.3. If work under the Agreement includes the use of motor vehicles, a motor vehicle policy of insurance to cover the use of such a vehicle/s.

9.2. Worker's Compensation. In the case of worker's compensation insurance, the Contractor must ensure that:

9.2.1. It is extended to indemnify KinCare for its statutory liability to persons employed by the Contractor; and

9.2.2. Each of its subcontractors has at least equivalent insurances to that which the Contractor is required to have in place.

9.3. Evidence of Insurance

9.3.1. Upon request, the Contractor shall produce evidence to KinCare of the insurances affected and obtained for the Term of the Contract. Failure by the Contractor to provide evidence of insurances when requested by KinCare shall constitute a substantial breach of the Agreement by the Contractor.

9.3.2. The Contractor must bear all excess under the policies of insurance taken out by the contractor which relates to the services.

10. Indemnities

10.1. Non-performance

10.1.1 The Contractor must indemnify and hold harmless KinCare and its Affiliates and Personnel against all Losses sustained, incurred or suffered by KinCare or its Affiliates or Personnel as a direct result of the Contractor's breach of this Agreement or any negligence or wilful misconduct, except to the extent such Losses are directly, indirectly or partly caused or contributed to by the acts or omissions of KinCare, its Affiliates, its Personnel or its Clients.

10.2. Other Risks. The Contractor must indemnify KinCare and its Affiliates and Personnel against:

10.2.1 any loss of (including loss of use) or damage to KinCare's property (real or personal) directly caused by the Contractor in the performance of this Agreement; and

10.2.2 any liability to or any claims, actions or proceedings by a third party (including KinCare's Personnel) in respect of loss of or damage to property (real or personal) or injury to or death of persons, directly caused by the Contractor, or directly arising out of, or in connection with, the Contractor's performance of this Agreement and each Order.

10.3. The indemnities in clause 10.2 will be reduced proportionally to the extent that an act or omission of KinCare or its Affiliates or Personnel or its Customers may have contributed to the injury, death, loss or damage or reputational damage.

10.4. The Contractor will not be liable under this Agreement (including under the indemnities in clause 10) for any amount or amounts exceeding the value of invoices rendered in the 12 months preceding the date which KinCare makes any claim arising out of or in connection with this Agreement.

- 10.5. Notwithstanding anything to the contrary in this Agreement, the Contractor will not be liable for any indirect or Consequential Losses or expenses incurred or suffered by KinCare or any third party (including Customers) howsoever caused.

11. Prohibition on Advertising

- 11.1. The Contractor must not, without prior written approval of KinCare:
- 11.1.1. Display any advertising or promotional sign or material, or any corporate identification motifs, within any of the vicinity of any of the sites;
 - 11.1.2. Release any advertising or promotional material which uses photographs, illustrations of KinCare, personnel, or premises which states or implies any endorsement by KinCare of its goods and services.

12. Variations

- 12.1. Variation: KinCare may instruct a variation to this contract, in writing at any time to the Contractor.
- 12.2. Notice: If the Contractor receives a variation notice under clause 12.1 or, the Contractor considers that a variation has been directed by KinCare, then the Contractor must, within five (5) business days of receiving a notice, give the KinCare representative details of:
- 12.2.1. The adjustments which the Contractor considers should be made to the Contract; and
 - 12.2.2. Any other matter specified by the KinCare representative.
- 12.3. Adjustment of Fee. KinCare will not be liable for any adjustment to the Fee arising out of, or in connection with, a variation unless;
- 12.3.1. KinCare has issued a variation notice under **clause 12.1**; and
 - 12.3.2. The Contractor has strictly complied with **clause 12.2**. Subject to **clause 12.2**, the Fee will be adjusted (either upward or downward) from the date advised by KinCare by an amount agreed between the Parties.

13. Payment

- 13.1. Payment Due Date: All payments will be made within the 30 days from invoice received date, unless otherwise agreed in writing, by electronic funds transfer ('EFT') provided that:
- 13.2. All Contractors' obligations under this Agreement have been met in relation to this Service Agreement, KinCare will not be obliged to pay the Contractor until the Contractor has rectified the breach or non-performance to the satisfaction of KinCare; and the invoice is correctly prepared and submitted with supporting documentation, and submitted within a reasonable time frame since date for service/s.
- 13.3. The Contractor will immediately reimburse KinCare for any direct expenses, such as equipment hire, incurred by KinCare on behalf of the Contractor.
- 13.4. In the event that the Customer pays an invoice submitted under this Agreement direct to the Contractor, the Contractor will immediately inform KinCare and if requested, deliver that payment to KinCare.
- 13.5. KinCare is not liable to pay the Contractor for the Services if the Contractor has not presented a valid invoice to KinCare within 30 days of the Services being performed.
- 13.6. Set Off. Without limiting KinCare's rights under this Contract, KinCare may deduct from monies due to the Contractor, any sum which is due and payable by the Contractor to KinCare whether under this Agreement or any other agreement with the Contractor.

14. Claims and Resolution

- 14.1. Notice of Dispute: If a dispute between the Parties arises in connection with the subject matter of the Service Agreement then, either Party may give the other a written notice of dispute adequately identifying and providing details of the Dispute (Notice of Dispute).

15. Termination

- 15.1. If the Contractor does not conduct the Services to the satisfaction of KinCare, or comply with any direction in accordance with this Service Agreement, or otherwise is in breach of this Service Agreement, KinCare may give a written notice to the Contractor which states:
- 15.1.1. That this is a notice under this clause 15.1;
 - 15.1.2. Identifying the breach relied upon; and
 - 15.1.3. That the Contractor must rectify the breach within the period set out in the notice.
- 15.2. If the Contractor does not rectify the breach within the time stated in the notice under clause 15.1, then KinCare may, by notice in writing to the Contractor, without prejudice to any other right which KinCare may have, terminate this Service Agreement from the date stated in the notice.
- 15.3. KinCare has the right to terminate the Service Agreement with 30 days' notice in the event of there being an Insolvency Event and/or a change in the Contractor's shareholding and/or ownership structure.
- 15.4. Without prejudice to any of KinCare's other rights under this Contract, KinCare may:
- 15.4.1. At any time for its sole convenience, by giving 60 days' notice to the Contractor terminate the Service Agreement; and
 - 15.4.2. Either itself or by a third party thereafter carry out the Services.
- 15.5. If KinCare terminates this Service Agreement under any of clauses 15.2, 15.3 and 15.4, then the Contractor will be entitled to payment of the Fee/s to the date of termination (less any amount previously paid to the Contractor for those costs).
- 15.6. The amount which the Contractor is entitled to under clause 15.5 will be in full compensation for the termination and KinCare will not be liable upon any claim in respect of that termination other than for the amount payable under clause 15.5
- 15.7. The Contractor may also terminate this agreement, by giving 60 days written notice to KinCare, including the reason for termination

16. Notices

- 16.1. All Notices must:
- 16.1.1. Be in writing or confirmed in writing as soon as possible; and
 - 16.1.2. Be sent to the relevant person at the relevant address or number specified in the Key Terms.
- 16.2. Any Notice given under the Service Agreement is deemed received by the other party five (5) business days after posting if posted and in any other case on receipt of the Notice by the Party to which it is given.

17. Privacy

- 17.1. The Contractor must:
- 17.1.1. Comply with all laws relating to health and personal information, including the Health Records and Information Privacy Act 2002 (NSW) and the Privacy Act 1988 (Cth);
 - 17.1.2. Only use or disclose personal information obtained in the course of providing the services for the purposes of this contract;
 - 17.1.3. Not take any photographs or collect any information about our customers or any other person without KinCare's prior written consent, unless the information is collected for the purpose of performing the Services under this Service Agreement.

17.1.4. Not do anything that would breach the Privacy Act 1988 (Cth);

17.1.5. Must immediately inform KinCare when the contractor has become or been made aware of any breach or possible breach of any obligation

18. Confidentiality

18.1. The Contractor must:

18.1.1. Not disclose or provide to any person external to the Contractor, any particulars concerning the Service Agreement, the Services, the sites, or the plant and equipment or any other confidential information within which it has been entrusted by KinCare, or any consultant engaged by KinCare without the prior written consent of KinCare, except where disclosure is required by law or an act of any court of competent jurisdiction; and

18.1.2. Ensure that its Subcontractors and employees, and employees of the Subcontractors comply with this clause.

18.1.3. If required by KinCare, ensure that all persons to whom it intends to or has disclosed information, sign a KinCare confidentiality deed relating to the non-disclosure of confidential information.

19. Intellectual Property

19.1. The Contractor warrants any design, materials, documents and necessary work as specified in this Service Agreement are provided by the Contractor or any Subcontractor of the Service Agreement will not infringe any copyright or any other protected right.

19.2. Ownership of any design, materials and documents created in relation to this Service Agreement (Design Documents) and Intellectual Property in the Design Documents vests in KinCare. However, KinCare grants to the Contractor an irrevocable non-exclusive licence to use, reproduce, adopt, create, modify, correct, develop, or sub-license the Intellectual Property solely for the purposes of the Services.

19.3. This clause 19 survives termination of this Service Agreement.

20. Severability

20.1. Any clause of this Service Agreement which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining clauses of this Service Agreement or the validity of that clause in any other jurisdiction.

21. Miscellaneous

21.1. The construction, interpretation and performance of this Service Agreement is governed by the laws of the Commonwealth of Australia.

21.2. A reference to legislation or to a legislative provision includes all regulations, orders, proclamations, notices other requirements under that legislation or legislative provision. It also includes any amendments, modifications or reenactments of that legislation or legislative provision or Code of Conduct for Aged Care substituted for, and any statutory instrument issued under, that legislation or legislative provision Code of Conduct for Aged Care.

21.3. A failure or delay in exercise or partial exercise of a right arising from a breach of any provision of this Service Agreement is not a waiver of that right and cannot be relied on as a waiver of that right.

Definitions

Commencement Date means the date on which the Agreement starts.

Agreement Services (also Services) means the Scope of Services in **Schedule 5**.

Consequential Loss means any loss suffered by KinCare as a result of a breach of this Agreement that cannot reasonably be considered to arise naturally from that breach. It is agreed that loss of profits or revenue, loss of goodwill, bargain or opportunities and loss of anticipated savings, however and whenever occurring, will constitute consequential loss.

Fee means the price charged for the Agreement Services exclusive of GST and as provided in **Schedule 4**.

Insolvency Event means if:

- a) the Contractor informs KinCare, or creditors generally, that the Contractor is insolvent or is financially unable to proceed with the Contract; and/or;
- b) In relation to the Contractor being a corporation;
 - (i) notice is given of a meeting of Creditors with a view to the corporation entering in a Deed of Company arrangement;
 - (ii) it enters a Deed of Company arrangement with Creditors;
 - (iii) controller or an administrator is appointed;
 - (iv) an application is made to a court for its winding up and not stayed within 14 days;
 - (v) a winding up order made in respect of it;
 - (vi) it resolves by special resolution that it be wound up voluntarily (other than for a members' voluntary winding up);
 - (vii) a mortgagee of any of its property takes possession of that property.

Intellectual Property means any patent, registered design, trademark or name, copyright or other protected right.

Losses means all liabilities, loss, damages, costs and expenses including:

- a) legal costs and disbursements, whether incurred or awarded against a party, including costs of investigation, litigation, settlement and compliance with judgments; and
- b) interests, fines and penalties suffered or incurred by KinCare, whether arising in Agreement or tort (including negligence) or under any statute.

Subcontractor means any party subcontracted by the Contractor to carry out any part of the Services.

Schedule 1 - Not Used

Schedule 2 – Insurances, National Criminal History Records Checks and Working with Children Checks

Insurance Declaration

I/We declare that I/We have provided to KinCare and will maintain for the duration of the Agreement the following insurance policies that apply to the Services:

- ☒ Workers Compensation Insurance
- ☒ Public and Product Liability Insurance
- ☒ Professional Indemnity/Medical Malpractice
- ☒ Cyber Insurance as applicable
- ☒ Motor Vehicle (Third Party) Insurance [Transport Services Only]
- ☒ Relevant certificates/licences applicable to your industry (i.e. AHPRA)

I/We have attached to this Schedule a certificate of currency issued by my insurer(s) in respect to each of the above insurance policies.

Contractor's Representative:
Lea Readdy

Signature: 0BC537ABF346402...

Date: 24/1/2025

National Criminal History Record Check (NCHRC) Declaration and Working with Children Check (WWCC) and/or Working with Vulnerable Persons Check

National Criminal History Records Checks completed and in date for all employees. Provide one of the following:

- ☒ Police Check (If 1 employee or a Sole Trader)
 - ☒ Statutory Declaration (If more than 1 employee, use the attached Statutory Declaration template)
- Working with Children Check/Working with Vulnerable Persons Check/NDIS Worker Screening Check completed and in date for all employees (when applicable)

*If AHPRA registered clinicians are based in a clinic environment/facility, the clinic is required to declare their practice and process of how criminal checks are declared and managed

I/We declare that I/we have provided KinCare with either a Statutory Declaration or copies of National Criminal History records checks and will maintain such checks for the duration of this Agreement for all our employees and subcontractors. I/We will also maintain Working with Children Checks if and when I/We provide services where children are cared for.

Contractor's Representative:
Lea Readdy

Signature: 0BC537ABF346402...

Date: 24/1/2025



Schedule 3 – Service Level Agreement (SLA)

The following service parameters are the responsibility of Contractor:

1. Customer Satisfaction

- a. Providing consistent and suitable staff at all times. To build trust and a long lasting relationship with Customers, all Contractors should ensure consistency and continuity in providing staff to Customers. This may be done by setting up a system that facilitates sending of the same staff to a Customer on a regular basis.
- b. Contractor must ensure that the chosen staff are suitable and able to perform any reasonable care service prior to the staff member being assigned to a Customer service. A staff member can be deemed unsuitable based on performance issues which may include lack of punctuality, refusal to perform duties, lack of qualifications and any display of lack of competence. Staff interaction with customers is kind, caring and respectful of each customer's identity, culture and diversity. In the same manner, over-qualification of a certain staff for a specific service call is considered unsuitable.
- c. Ensuring Customer's Safety. In recognition of the vulnerability of Customers receiving KinCare services, Contractor's staff must strictly comply with procedures to ensure Customer's safety is not neglected. KinCare practises zero tolerance on accidents taking place during the provision of home care service.
- d. Ensuring a timely and appropriate response during emergency cases. To ensure a timely and appropriate response to a situation where a Customer might be at risk, the Contractor should ensure that all staff are capable of performing the necessary measures during emergency cases. KinCare practises zero tolerance on failure to respond correctly when lives are at stake.

2. Service Availability and Response

- a. Transparent staff availability. Contractor must provide availability of staff to respond to KinCare's service calls. On a weekly basis, the Contractor must provide sufficient information on staff availability for a KinCare's planning and scheduling purpose.
- b. Responding within the required time frame. Contractor must respond to service related incidents and/or requests submitted by KinCare within the following time frames:
 - i. 0-2 hours (during business hours) for requests classified as **High priority**. (typically for services that are same/next day, or complex requirements)
 - ii. Within 24 hours for issues classified as **Medium priority**. (Typically for services within the current week, and new services that require a regular worker)
 - iii. Within 48 hours for issues classified as **Low priority**. (Typically for services after a week)

3. Service Guarantee

- a. Contractor must provide a suitable replacement worker for any service that has been confirmed. In the event that the confirmed service cannot be delivered and KinCare has not been notified within a reasonable timeframe, KinCare reserves the right to engage an alternative contractor to provide the service and any additional expenses incurred by KinCare will be charged to the Contractor.

4. Reporting

- a. Consistently providing Customer reports, feedback, or progress notes with the following timeframes (i.e. weekly Nursing report, monthly for other direct care services)
- b. All Contractors must consistently provide feedback, and Customer assessment reports (If applicable) to the designated KinCare Customer Care Manager (CCM) within 24-48 hours after Customer visit (i.e. for clinical reports post assessments)
- c. Promptly providing accurate reports on hazards, incidents and safety breaches
- d. Contractor must report accurately and promptly all hazards and environment and safety breaches. Reports pertaining to hazards and environment breaches must be reported to KinCare Agreement Manager within 48 hours of occurrence.
- e. Logging complaints and incident reports
- f. Contractor must promptly log all complaints and incident reports to KinCare. All complaints and incident reports must be forwarded to KinCare Agreement Manager within 48 hours of occurrence.

5. Contractual Costs

- a. Cancellation fees. No cancelation fees should be charged if cancelation occurs at least twenty-four (24) hours prior to scheduled service.
- b. Minimum hour requirement is one hour for every service call.

6. Invoicing

- a. All invoices must be sent electronically to payment@kincare.com.au in PDF format
- b. Invoicing accurately based on approval by KinCare
- c. All invoices must be sent to KinCare once fortnightly, or no later than 30 days of providing the goods or services. All charges must be current and accurate.
- d. If an invoice is received outside of the timeframe specified above and KinCare is unable to recover payment from the customer's funding package, KinCare will not be required to make payment to the Contractor.

7. Review and Monitoring

- a. A bi-annual review may be conducted to ensure that it adequately meets the needs of our Customers. During the review, KinCare's representative will discuss the overall feedback with the Contractor. The overall feedback is a consolidated input coming from the Customers and the various KinCare businesses that are involved in the delivery of KinCare services. KinCare's representative and Contractor will generate an issues list that contains all the service expectations that have not been met. The parties will set a due date to close out every item on the list.

Schedule 4 – Fee

The Fee for the Term

The Fee for the Services is **firm and fixed** for the Term, yet annual price reviews and/or increases are deemed reasonable with written notice by the Contractor with 30 days notice.

Unless otherwise stipulated, fees are set by the Contractor as follows:

Goods & Services Description (Personal care, lawn mowing, window cleaning, physiotherapy etc.)	Unit of Measure (Per/hour, each, per/KM etc.)	Rate Excl GST	Rate Incl GST	Terms & Conditions (Minimum Hours etc.)

Please select one option for fee schedule: I have attached a separate fee schedule

Agreement amendments:

Schedule 5 – Scope of Services and Coverage

The Contractor will be responsible for the provision of the following staff to perform customer care services:

The contractor must ensure when delivery care services to KinCare Customers:

- a. All care workers are to be matched, wherever possible, if required, with the special needs of the customer, eg. Customer's ethnicity, language skills, gender etc.
- b. Services are to be delivered using a reablement approach and without discrimination to gender, religion, spirituality, mental health status, ethnicity, background or sexual orientation
- c. Comply with relevant care standards including, but not limited to the Aged Care Quality Standards, National Standards for Disability Services as applicable
- d. Comply with all relevant legislation or legislative provision and the Code of Conduct for Aged Care

Individualised Approach

Service response needs to be based on individualised assessment as each Customer's circumstances differ. The assessments and any observations during a Customer visit should be documented in the Customer progress notes (If Applicable), Customer Assessment/Feedback form or other appropriate service documentation as described in Reporting.

Contractor, when delivering care services, must ensure changes in the following circumstances are reported to KinCare Agreement Manager

- any changes in the customer's regular planned social activities;
- any changes in customer's usual behaviour, including mental health concerns;
- any changes in customer's safety or comfort in the home;
- any change in the stress or coping ability of the customer or carer;
- any change to the care worker's working environment, e.g. WHS risks.
- missed medications;
- obvious weight loss or gain;
- access to adequate amounts of food and fluids

Schedule 6 –Supplier Registration

The data required below will be used to register the new supplier in KinCare's Finance and Procurement System, in readiness for trading.

COMPANY DETAILS	
ABN:	63 104 919 974
Registered Business Name:	Queensland Meals on wheels Ltd
Trading Name (if any):	QUEENSLAND MEALS ON WHEELS
Postal Address:	Unit 16 / 27 South Pine Road Brendale QLD 4500
Telephone Number for Order Placement:	0459 352 493
Email Address for Purchase Orders:	info@qmow.org
Email Address for EFT Remittances:	info@qmow.org
Accounts Department Contact Name:	See each individual service
Accounts Department Contact Phone:	qmow.org
Payment Terms:	Within 30 days from invoice date in which the Contractor submits a correctly rendered tax invoice in pdf format (clause 13.1)
BANK DETAILS FOR EFT PAYMENT	
Bank Name:	Contact each individual service
Branch Name:	Contact each individual service
Account Name:	Contact each individual service
BSB Number:	000-000
Account Number:	123456
OPERATIONS DETAILS	
Business Hours Operation:	www.qmow.org
Email:	info@qmow.org
After-hours Contact Details: (Email, telephone or mobile number)	07 3205 5588

Regions Covered	
Tick the region(s) you provide services in	
All States Covered	
NSW	
Central Coast	Central West
Far North Coast	Hunter
Illawarra	Inner West
Mid North Coast	Nepean
New England	Northern Sydney
Orana Far West	Riverina/Murray
South East Sydney	South West Sydney
Southern Highlands	Western Sydney
QLD	
<input checked="" type="checkbox"/> Brisbane North	<input checked="" type="checkbox"/> Brisbane South
<input checked="" type="checkbox"/> Caboolture	<input checked="" type="checkbox"/> Darling Downs
<input checked="" type="checkbox"/> Far North	<input checked="" type="checkbox"/> Fitzroy
<input checked="" type="checkbox"/> Logan River Valley	<input checked="" type="checkbox"/> Mackay
<input checked="" type="checkbox"/> North West	<input checked="" type="checkbox"/> Northern
<input checked="" type="checkbox"/> South Coast	<input checked="" type="checkbox"/> Sunshine Coast
<input checked="" type="checkbox"/> West Moreton	<input checked="" type="checkbox"/> Wide Bay
SA	
Yorke, Lower North & Barossa	Whyalla, Flinders & Far North
South East Metro, Metropolitan South	South East
Riverland	Mid North
Metropolitan West	Metropolitan South
Metropolitan North	Metropolitan East
Hills, Mallee & Southern	Eyre Peninsula
TAS	
Southern	North Western
Northern	
VIC	
Western Metro	Southern Metro
Loddon-Mallee	Northern Metro
Hume	<input checked="" type="checkbox"/> Grampians
Gippsland	Eastern Metro
Barwon-South Western	
WA	
Wheatbelt	Unincorporated WA
South West	Pilbara
Mid West	Metropolitan South West
Metropolitan South East	Metropolitan North WA
Metropolitan East WA	Kimberley
Great Southern	Goldfields
East Metropolitan	
ACT	
Other (specify)	

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 *Insert the name, address and occupation of person making the declaration*

I, ¹ Lea Readdy Unit 16 / 27 southpine Member Support
road, brendale Qld 4500

make the following declaration under the *Statutory Declarations Act 1959*:

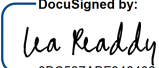
2 *Set out matter declared to in numbered paragraphs*

² That all the employees of Queensland Meals on Wheels have a national criminal history record check and/or a equivalent certificate not more than three (3) years old and which does not reveal the person has been:

- (i) Convicted of murder or sexual assault or convicted of, or sentenced to, imprisonment for any other of assault; or
- (ii) Convicted of an offence which would affect the person's stability to provide the services.
- (iii) For those vendors that provide clinical services (i.e. Nursing and Allied Health) all employees that provide clinical services have appropriate, valid and current AHPRA registration.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

3 *Signature of person making the declaration*

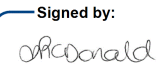
3 DocuSigned by:

0BC537ABF346402...

4 *Place*
5 *Day*
6 *Month and year*

Declared at ⁴ 8.15pm on ⁵ 20th of ⁶ January 2025

Before me,

7 *Signature of person before whom the declaration is made (see over)*

7 Signed by:

C7B428CF31A9423...

8 *Full name, qualification and address of person before whom the declaration is made (in printed letters)*

⁸ Louise McDonald
20 Lexington Drive
Bella Vista NSW 2153
Justice of the Peace 176431

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

A statutory declaration under the *Statutory Declarations Act 1959* may be made before—

(1) a person who is currently licensed or registered under a law to practise in one of the following occupations:

Chiropractor	Dentist	Legal practitioner
Medical practitioner	Nurse	Optometrist
Patent attorney	Pharmacist	Physiotherapist
Psychologist	Trade marks attorney	Veterinary surgeon

(2) a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or

(3) a person who is in the following list:

- Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
- Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the *Consular Fees Act 1955*)
- Bailiff
- Bank officer with 5 or more continuous years of service
- Building society officer with 5 or more years of continuous service
- Chief executive officer of a Commonwealth court
- Clerk of a court
- Commissioner for Affidavits
- Commissioner for Declarations
- Credit union officer with 5 or more years of continuous service
- Employee of the Australian Trade Commission who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (d) of the *Consular Fees Act 1955*; and
 - (c) exercising his or her function in that place
- Employee of the Commonwealth who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (c) of the *Consular Fees Act 1955*; and
 - (c) exercising his or her function in that place
- Fellow of the National Tax Accountants' Association
- Finance company officer with 5 or more years of continuous service
- Holder of a statutory office not specified in another item in this list
- Judge of a court
- Justice of the Peace
- Magistrate
- Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the *Marriage Act 1961*
- Master of a court
- Member of Chartered Secretaries Australia
- Member of Engineers Australia, other than at the grade of student
- Member of the Association of Taxation and Management Accountants
- Member of the Australasian Institute of Mining and Metallurgy
- Member of the Australian Defence Force who is:
 - (a) an officer; or
 - (b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service; or
 - (c) a warrant officer within the meaning of that Act
- Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
- Member of:
 - (a) the Parliament of the Commonwealth; or
 - (b) the Parliament of a State; or
 - (c) a Territory legislature; or
 - (d) a local government authority of a State or Territory
- Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961*
- Notary public
- Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
- Permanent employee of:
 - (a) the Commonwealth or a Commonwealth authority; or
 - (b) a State or Territory or a State or Territory authority; or
 - (c) a local government authority;
 with 5 or more years of continuous service who is not specified in another item in this list
- Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
- Police officer
- Registrar, or Deputy Registrar, of a court
- Senior Executive Service employee of:
 - (a) the Commonwealth or a Commonwealth authority; or
 - (b) a State or Territory or a State or Territory authority
- Sheriff
- Sheriff's officer
- Teacher employed on a full-time basis at a school or tertiary education institution

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 Insert the name, address and occupation of person making the declaration

I, Evan Hill

Address: Unit 16 / South Pine Road, Brendale QLD 4500

Company: Meals on Wheels Queensland

ABN: 63 104 919 974

2 Set out matter declared to in numbered paragraphs

2


I declare that

As CEO of Queensland Meals on Wheels Ltd make the following declarations under the Statutory Declarations Act 1959:

1. All persons over the age of 16 who are employed, hired, retained or contracted (workforce member) by Meals on Wheels Queensland have:
 - a) Police Certificate that is dated not more than (3) years before the first day in which the workforce member is to provide services under this contract (or equivalent check); and
 - b) The Police Certificate does not record that workforce member has been:
 - (i) Convicted of murder or sexual assault; or
 - (ii) Convicted of and sentenced to imprisonment for any other form of assault
2. If a member of the workforce has been at any time since he or she turns 16 a citizen or permanent resident of a country other than Australia that person has made a Statutory Declaration stating that they have never been:
 - (i) Convicted of murder or sexual assault; or
 - (ii) Convicted of and sentenced to imprisonment for any other form of assault
3. All Police/Suitability Checks reference numbers, verification codes and expiry dates, as well as all original Statutory Declarations pursuant to paragraphs 1 and 2 above are in the possession of Meals on Wheels services.
4. No person will be allowed to continue as a workforce member if there is for that person a Police Certificate result that records 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.
5. Each member has been assessed as suitable to work in aged care having regard to any criminal history disclosed by the Police Certificate or the workforce member.
6. Aged Care Register of Banning Orders – The Register of Banning Orders by the Aged Care Quality & Safety Commission is checked for all members of the workforce to verify that they do not have a banning order by the commission before commencing with the service.
7. That each member of the workforce who is likely to have interaction with the clients or those having interaction with clients has received the prescribed number of doses of the COVID-19 vaccination in line with the Public Health Order.
 - a) Workforce will have all received the prescribed number of doses of a COVID-19 vaccine and have provided evidence of complying with the COVID-19 vaccination requirements by the 15th of December 2021.
 - b) All services that delivery Meals on Wheels, have, and abides by, the current Infection Control Policy. For specific outbreaks and / or declared pandemics, specific emergency response plans will take effect eg. COVID-19 Emergency Response Plan which outlines COVID safe policies and procedures.

8. Currently has Product & Public Liability Insurance; Workcover Insurance; Association Liability Insurance; and Voluntary Workers Injury Insurance in place.
9. Where applicable services with a cooking kitchen will hold a Food Business Licence and have an audited Food Safety Plan in accordance with their individual council requirements. These licences can be requested by the provider at any time.
10. Has a current ABN
11. I am authorised to make this declaration by Meals on Wheels Queensland and do so from my own direct knowledge and ability to view all details pertaining to the above.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

3 

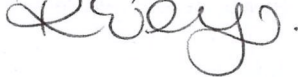
4 Place
5 Day
6 Month and year

Declared at ⁴ Brendale

on ⁵ 20 / 6 /2024

Before me,

7 Signature of
person before
whom the
declaration is
made (see over)

7 



8 Full name,
qualification and
address of person
before whom the
declaration is
made (in printed
letters)

⁸ Representative (Full Name) : Roslyn Enjres

Qualification: JP(qual)

Address: 154 Melbourne St
South ~~Sea~~ Melbourne
Brisbane Q 4101

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*