

THIS SERVICE AGREEMENT is made on the date set out in Schedule 1.

BETWEEN OZCARE ACN 072 422 925
of 66 River Terrace, Kangaroo Point QLD 4169

AND |Meals on Wheels Queensland|

RECITALS

A Provides food delivery services to people in Queensland.

OR

B Ozcare and the Service Provider have reached agreement for the Service Provider to provide food delivery to statewide on a contract basis on the terms and conditions contained in this document.

Operative Provisions

1 Definitions and Interpretation

1.1 Definitions

In this document unless the contrary intentions appears:

'Area' means the area referred to in Schedule 1

'Business Day' means every day other than Saturdays, Sundays and public holidays

'Service Standard' means the standard referred to in Schedule 2

'Clients' means the current and future clients of Ozcare in the Area

'Dispute' means any dispute or difference whatsoever arising out of or in connection with this document

'Notice' means a written notice, demand, waiver, approval, consent, communication, statement or other document given pursuant to this document

'Service Fee' means the fee referred to or calculated in the manner referred to in Schedule 2

'Service Provider' means the company, supplier or organisation which supply or service Ozcare

'Services' means the service referred to in Schedule 1

'Ozcare' means Ozcare

'Ozcare's Representative' means the person nominated in writing from time to time by Ozcare as the representative of Ozcare

'Term' means the period commencing on the Commencement Date and terminating on the Termination Date

'Termination Date' means the earlier of the following:

- (a) The date agreed in writing between Ozcare and Contractor / Name of Supplier
- (b) The date of termination of the service arrangement referred to in clause 2.1 pursuant to clause 6.

1.2 Interpretation

In this document unless the contrary intention appears, a reference to:

- (a) A clause or schedule is to a clause or schedule in this document
- (b) The singular includes the plural and vice versa
- (c) Any gender includes all other genders and

- (d) Person includes a corporation and an association whether incorporated or not and vice versa.

1.3 Headings

The clause headings appearing in this document are inserted for convenience of reference and shall not affect the construction of this document.

1.4 Governing Law

Notwithstanding the residence or domicile of any party to this document, this document shall be governed by and constructed in all respects in accordance with the law of Queensland.

2 Provision of Services

2.1 Provision of Services

In consideration of payment of the Service Fee, the Service Provider shall provide the Services to Ozcare as Ozcare's representative shall nominate from time to time.

2.2 Review and Reporting

Ozcare's Representative may review the way in which the Service Provider fulfills its obligations under this document. The Service Provider shall ensure that Ozcare's Representative has access (at all reasonable times) to all records relating to the provision of the services. Within a reasonable period of time after request by Ozcare, the Service Provider shall deliver to Ozcare any report relating to the Services as Ozcare may reasonable require.

3 Payment of Service Fee

3.1 Invoices

Within 14 days of the end of each prior calendar month the Service Provider shall deliver to Ozcare detailed invoices (in the form required by Ozcare from time to time) showing all work performed on behalf of the Service Provider pursuant to this document for the prior calendar month.

3.2 Payment of Service Fee

Within 30 days receipt of any invoice issued in accordance with clause 3.1 Ozcare shall pay the Service Fee for the relevant calendar month to the Service Provider.

4 Obligations of Service Provider

4.1 Obligations of Service Provider

The Service Provider shall, at its own costs and expense:

- (a) Employ employees who meet the Service Standard to provide the Services in accordance with clause 2.1
- (b) Ensure that its employees who are to provide the Services have the appropriate cultural and linguistical skills in order to meet the needs of the Clients nominated by Ozcare who have cultural and linguistically diverse backgrounds
- (c) Provide appropriate equipment and facilities to ensure that the Services are provided in accordance with clause 2.1
- (d) Comply with the laws relating (directly or indirectly) to the provisions of the Services
- (e) Effect and keep in place a public liability insurance policy to cover the actions of

the Service Provider and its employees in relation to the provision of Services with a minimum limit of not less than \$5,000,000.00 per event

- (f) Indemnify and keep indemnified Ozcare against all claims, actions, proceedings, losses, costs and expenses rising directly or indirectly out of the provision of the Services except to the extent that such claims, actions, proceedings, losses, costs and expenses are caused or contributed to by OzCare or its directors, officers, employees, agents, representatives or subcontractors, and
- (g) Ensure that it is and stays registered under the GST law (as such expression is defined in clause 8.2).

5 **Dispute Resolution**

- (a) Any dispute shall be resolved as follows:
 - (i) The parties shall first refer the Dispute to mediation ("**ADR Reference**") by a QLSI approved mediator agreed by the parties or failing agreement appointed by the President of the QLSI on the terms of the standard mediation agreement approved by the QLSI
 - (ii) The ADR Reference shall commence when any party gives written notice to the other specifying the Dispute and requiring its resolution under this clause and
 - (iii) Any information or documents obtained through or as part of the reference under this clause shall not be used for any purpose other than the settlement of the Dispute under this clause.
- (b) If the Dispute is not resolved within 21 days of the commencement of the ADR Reference either party may then, but not earlier commence proceedings in any court of competent jurisdiction
- (c) Any mediation under this clause shall be held at the offices of QLSI unless the parties otherwise agree
- (d) Each party shall continue to perform its obligations under this document notwithstanding the existence of a Dispute or any proceedings under this clause.

6 **Termination**

If:

- (a) The Service Provider defaults under this document and
- (b) Ozcare provides written notice of such default to the Service Provider specifying the details of the default and to the extent that the default can be remedied, when the Service Provider must remedy the default and
- (c) The Service Provider does not remedy such default:
 - (i) In the case of default that Ozcare (acting reasonably) believes has the potential to cause serious injury or harm to any Client and/or the reputation of Ozcare, immediately and
 - (ii) In the case of a default of a type different from the type referred to in paragraph (c) (i), within 7 days of service of the Notice referred to in paragraph (c).

Ozcare may by a further Notice to the Service Provider immediately terminate the service arrangement referred to in clause 2.1.

7 Option to Renew

Ozcare shall grant to the Service Provider and the Service Provider may accept from Ozcare a further service agreement upon the same terms, with the necessary changes, as are contained in this document except:

- (a) This clause 7 shall be omitted
- (b) The date referred to in paragraph (a) of the definition of "Termination Date" in clause 1.1 shall be 13/12/2024.
- (c) The Service Fee shall be as agreed in writing between the parties as the market value of the Services as at 01/07/2022 (and failing agreement by both parties, clause 5 shall come into operation)
- (d) The Service Provider gives express written notice of exercise of its rights under this clause to Ozcare by 1 month prior to renewal
- (e) The service arrangement referred to in clause 2.1 has not been terminated and
- (f) There is not at the time of giving the notice under paragraph (d) any unremedied breach of the Service Provider's obligations under this document.

8 General Provisions

8.1 **Costs**

Each party to this document will bear its own costs and expenses of and incidental to the negotiation, preparation and execution of this document.

8.2 **GST**

(a) In this clause:

- (i) '**GST**' means the same as it means in the GST law
- (ii) '**GST law**' means the same as it means in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Other expressions used in this clause have the meanings given to them in the GST law.

- (b) An amount payable by a party under the terms of this document in respect of a taxable supply by the other party, unless expressed to represent the price of supply, represents the value of the supply and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply
- (c) If the terms of this document require Ozcare to pay, reimburse or contribute to an amount paid or payable by the Service Provider in respect of a creditable acquisition from a third party, the amount for payment, reimbursement or contribution will be the value of the acquisition by the Service Provider plus, if the Service Provider's recovery from Ozcare is a taxable supply, the GST payable in respect of that supply.
- (d) A party is not obliged under paragraphs (b) or (c) to pay the GST on a taxable supply to it under the terms of this document, until that party is given a valid tax invoice for the supply.

8.3 **Counterparts**

This document may be executed in any number of counterparts and by different persons on separate counterparts. All such counterparts shall together constitute one and the same instrument.

8.4 **Amendment**

This document may only be varied or replaced by a document duly executed by the parties.

8.5 Waiver and Exercise of Rights

- (a) A single or partial exercise or waiver of a right relating to this document will not prevent any other exercise of that right or the exercise of any other right.
- (b) A party will not be liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

8.6 Further Assurance

Each party shall promptly execute all documents and do all things that any other party from time to time reasonably requires of it to effect, perfect or complete the provisions of this document.

8.7 Approval and Consents

Subject to any express provision in this document to the contrary, a party may conditionally or unconditionally give or withhold any consent to be given under this document and is not obliged to give its reasons for doing so.

8.8 Severability

If any term or condition of this document or its application to any person or circumstances is or becomes invalid or unenforceable the remaining terms and conditions shall not be affected thereby and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

8.9 Time of the Essence

In this document unless the contrary intention appears, time is of the essence of this document.

8.10 Notices

- (a) A Notice:
 - (i) In the case of a Notice given by a corporation, may be signed under the common seal of the corporation or under the hand of any director, attorney, solicitor, manager, secretary or other authorised officer for the time being of the corporation and
 - (ii) In the case of a Notice given by a natural person, may be signed by the natural person or under the hand of any attorney or solicitor for the time being of the natural person.
- (b) Any notice is sufficiently served on or given to a party to this document if served personally on that party or if addressed to that party and:
 - (i) Sent by registered post, airmail if outside Australia, to; or
 - (ii) Sent by email / facsimile to,
that party at:
 - (iii) That party's principal place of business for the time being in Queensland;
 - (iv) Such places as that party may nominate in writing from time to time for the service or delivery of Notices and, until such a nomination is made, at the place set out in schedule 1; or
 - (v) If the party is a corporation, that party's registered office.

- (c) A notice sent by post, registered post or facsimile is taken to be received:
 - (i) In the case of a Notice sent by post or registered post, on the second Business Day after posting if posted in Australia and on the fifth Business Day after posting if posted outside Australia; and
 - (ii) In the case of a Notice sent by facsimile, on the day stated in the transmission report by the machine from which the Notice was sent if it indicated the Notice was sent in its entirety to the facsimile number of the recipient before 5.00 pm on the Business Day, otherwise on the next Business Day. For the purpose of this paragraph the time referred to is the time in the place to which the Notice is sent
- (d) Unless a later time is specified in the Notice takes effect from the time it is actually received or taken to be received.
- (e) Section 347 of the *Property Law Act 1974* does not apply to this document
- (f) Without preventing any other mode of service, any document in an action (including, without limitation, any Writ of Summons or other originating process or any third or other party notice) may be serviced on any party in accordance with, this clause.

8.11 Attorneys

Where this document is executed on behalf of any party by an attorney, the attorney, by the attorney's execution, declares that the attorney has no notice of the revocation of the power of attorney under the authority of which the attorney executes this document on behalf of the party.

8.12 Assignment

A party shall not dispose of or encumber any right under this document without the prior written consent of the other party to this document.

8.13 Disclosure

The Service Provider warrants that:

- (a) It has made full disclosure concerning all matters relating to this document upon which enquiry has been made by Ozcare; and
- (b) All information which has been given by or on behalf of the Service Provider to Ozcare in the course of negotiations leading to this document is true and accurate in all respects.

9 Anti-corruption

9.1 The Parties shall not commit, authorise or permit any action which would cause the parties and/or the parties' affiliates to be in violation of any applicable anti-bribery laws or regulations. This obligation applies in particular to illegitimate payments to government officials, representatives of public authorities or their associates, families or close friends.

9.2 Each Party agrees that it will neither offer nor give, or agree to give, to any employee, representative or third party acting on behalf of another party nor accept, or agree to accept from any employee, representative or third party acting on behalf of another party, any gift or benefit, be it monetary or other, that the recipient is not legally entitled to with regard to the negotiation, conclusion or the performance of this agreement.

9.3 Each Party shall promptly notify the other Party, if the first Party becomes aware of or has specific suspicion of any corruption with regard to the negotiation, conclusion or the performance of this agreement.

9.4 If a Party breaches clause 9.1, 9.2 or 9.3, or if a Party has reasonable cause to believe that the other Party has breached clause 9.1, 9.2 or 9.3, the Party not in breach may terminate this agreement with immediate effect.



Service Agreement

SCHEDULE 1

DATE OF THIS DOCUMENT

13/12/2022

BRANCH / FACILITY

Ozcare Corporate Office

ADDRESS FOR SERVICE OF NOTICES

OZCARE

Address: PO Box 912
Fortitude Valley Qld 4006

Facsimile Number: (07) 3028 9199

SERVICE PROVIDER

Address: Unit 16, 27 South Pine Road, Brendale QLD 4500

Facsimile Number: (07) 3205 1667

SERVICES

The provision of services in an efficient, professional and caring manner and otherwise in accordance with current legislation and the reasonable requirements of Ozcare.

SCHEDULE 2

SERVICE STANDARD

Special Conditions (Complete applicable boxes):

| Details | Time Frames |
|--|---|
| Training and Education Certificates in Food preparation, Food Safety. | All staff providing services must have appropriate Training, current Qualifications and documentation for providing services |
| Inspections Access to records for Government requirements and continuous quality care | As requested |
| Audits / Reviews Access to records to assist in the evaluation of care by Ozcare and external Governing funding bodies | As requested, compliance to Ozcare's policies and procedures reviewing process. Participate in quality reviews conducted by the Aged Care Quality Agency against the Aged Care Quality Standards (ACQS) or other external funding bodies. |
| Delivery Report any changes in service delivery and cancelled visits. No additional hours to be delivered unless authorised. Progress report on client's services | Within 24 hours / As requested |
| Monthly Costing Reports Monthly invoices as per 3.1 | All invoices are to be detailed with the date of each visit, the length of each visit and the designation of staff member providing the services in accordance with 3.1 |
| Maintenance / Safety Checks / Services Workplace Health and Safety – all unsafe conditions to be reported to Ozcare | Within 24 hours |
| Certificate of Compliance Insurances and Work Cover to be current. Supplier will meet food standards obligations and provide Current Certificate for Food preparation compliance. | To be sent Annually to: <ul style="list-style-type: none"> • Work Cover Certificate of Currency • Professional Indemnity Insurance • Public Liability Insurance • Food Business Licence certificate |

| | |
|--|--|
| <p>Other:</p> <p>Police Certificates: Service Providers must provide a certificate of Police clearance for each staff member providing direct services to Ozcare clients or a signed statutory declaration must be provided.</p> <p>The Service provider must meet the criteria and complete "Contractor Police Check Management Process Assessment" page 12 for Police Certificate Management.</p> <p>NDIS Worker Screening Check: Service providers must provide a statutory declaration or check details for all staff providing direct home care services to Ozcare NDIS clients.</p> | <p>Prior to the commencement of services</p> |
| <p>COVID 19 Vaccination (Dose 1 & 2): Service providers must provide a statutory declaration or current immunisation record/ certificate for all staff providing direct in-home care services to Ozcare clients.</p> <p>Recommended for delivery services.</p> <p>Annual Influenza Vaccinations: Recommended for service providers providing direct in-home care services and delivery services to Ozcare clients.</p> | |

COMMENCEMENT DATE: 13/12/2022

TERMINATION DATE: 13/12/2024

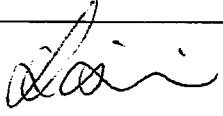
SERVICE FEE: \$

Please Note: Ozcare price increases occur on 1st July each year

EXECUTED and unconditionally delivered as an agreement.

SIGNED ON BEHALF OF OZCARE

by:

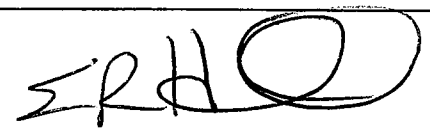

(signature of authorised person)

Corrina Raisin
Business Operations Manager
(full name and title of authorised person)

*Please delete inapplicable word(s)

**SIGNED ON BEHALF OF
Meals on Wheels**

by:


(signature of authorised person)

EVAN HILL,
CEO
(full name and title of authorised person)



Contractor Police Check Management Process Assessment

| | |
|--------------------------------------|----------------------------|
| Name of Ozcare Service: | |
| Name of Contracting company: | MEALS ON WHEELS QUEENSLAND |
| Service Agreement commencement date: | |

The contractor must provide sufficient information to satisfy the following requirements:

| Criteria | Comments / Process | Meets Requirement? Yes / No |
|---|--------------------|---|
| Does contractor demonstrate a process to manage police certificates of its employees | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Does the contractor's process ensure that only employees with a valid police certificate are sent to Ozcare or its clients? (i.e. individuals with precluding offences are excluded) | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Does the contractor's process to manage disclosable outcomes and ensure that employees with any such outcomes are not assigned to Ozcare or its clients (i.e. there is an assessment process for employees with disclosable outcomes) | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Does the contractor monitor police checks to ensure employees maintain a current certificate at all times? (i.e. the contractor is monitoring approaching expiry dates) | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Does the contractor have a policy / process in place that requires their employees to notify them in the event the employees commit an offence that might impact upon the obtaining / maintenance of a police certificate | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

The contractor can demonstrate compliance with the police check requirements of the Aged Care Act, and is approved for use:
(If no, the contractor can modify their processes to meet the requirements or alternatively they cannot provide services to Ozcare)

☒ Yes ☐ No

Name and Designation of
Assessing Employee:

Signature of Assessing Employee:

UEA Ready

Date:

13/2/2023

User Guide