

Friday, December 15, 2023

Company Details



PLANCARE

All providers will need to undergo a Verification Check prior to delivering services. After you have completed this form, our Verification Team will check your documents, and will reach out if there is any further information or clarification required. Please ensure you read this entire document carefully, and don't hesitate to contact our team if there is anything you are unsure about.

Once the Verification Team have completed this check, we will contact both you and the client to make you aware that services are able to commence. We'll also send you some more information which will remind you of your obligations as a verified provider.

Please note that no invoices will be processed and you cannot commence services until this verification check is complete.

Company Name Meals on Wheels Queesnald

Company ABN 64104919974

Email lea.readdy@qmow.org

Phone Number 0428641868

Contact Person Lea Readdy

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

Commencement date for services Friday, December 15, 2023

Police Clearance

An acceptable National Police Certificate means a national police certificate that does not record that the person has been:

- convicted of theft, fraud, murder or sexual assault; or
- convicted of and sentenced to imprisonment for any other form of assault.

You (the contractor) must:

1. ensure that they and all their Personnel engaged in the provision of the services have an acceptable National Police Certificate not more than 3 years old, and;
 - provide evidence of an acceptable National Police Certificate to PlanCare upon request;
 - notify PlanCare of any issues which are identified through any checks, which could reasonably be considered to affect the person's suitability to provide the Service/s; and
 - provide all assistance PlanCare reasonably requires in complying with its obligations under Applicable Laws with respect to criminal history checks.
2. ensure that it retains a police certificate registration number in respect of each member of Personnel and must provide PlanCare with an organisational policy on police checks for Personnel upon request; and
3. undertake the police checks at its own expense.

PlanCare reserves the right to reject police clearances from Contractors if they are deemed to present an unacceptable risk to the client.

PlanCare will also accept an NDIS Worker Screening Clearance with the status of 'clearance' and no restrictions.

Police Clearance



2023 HCP Statutory Declarati...pdf

Date Police Clearance was issued

Wednesday, July 5, 2023

Insurance Certificate of Currency

PlanCare requires all providers to maintain a certificate of currency for their insurance.

You are required to have, at a minimum, public liability insurance with coverage at a minimum of:

- \$5 million (if you are a sole trader)
- \$10 million (if you are a company e.g. Pty Ltd)

Insurance Certificate of Currency



Publics & Product Liability Co....pdf

Expiry date for insurance cover

Sunday, March 31, 2024

Additional Qualifications

For some services, we are required to collect additional evidence of certification, qualification or suitability. If you are intending on providing the following services, you will be required to provide the following:

Personal Care

For example, assisting the client with showering, dressing, grooming, and toileting:

Cert III or IV in a relevant field (e.g. Individual Support), or Enrolled Nursing or Registered Nursing qualification

Nutrition, Hydration and Meal Preparation

- For assisting a client with feeding and drinking: Cert III or IV in a relevant field (e.g. Individual Support), or Enrolled Nursing or Registered Nursing qualification
- For preparing meals offsite and delivering: Food Safety Certificate, or proof of registration as a food business

Clinical Care

Enrolled Nurse (EN) or Registered Nurse (RN) qualification

Allied Health and Therapeutic Services

Qualifications specific to allied health services being received (please see below). This includes providing

advice on modifications and assistive technology, rehabilitation support, continence management, emotional/mental support, and training on mobility aids.

Skin Care

For example, assisting the client to maintain their skin integrity:

Cert III or IV in a relevant field (e.g. Individual Support), or Enrolled Nursing or Registered Nursing qualification

Medication Management

Cert III or IV in a relevant field (e.g. Individual Support), or Enrolled Nursing or Registered Nursing qualification

For the following services, no additional qualifications are required:

- Assistance with Daily Living (assisting the client with daily tasks, such as food shopping, social and community participation support)
- Gardening
- Cleaning
- Transport into Community/Health Practitioners
- Personal Laundry
- Home Maintenance
- Home Modifications
- Case Management

Allied Health Qualifications

If you provide allied health or therapeutic services to clients, you will need to provide us with one of the following:

- Certificate of your qualification
- Certificate evidencing current registration with relevant professional body
- Registration number with peak body, for those where an online lookup is available.

Service	Accepted Minimum Qualifications	OR Evidence of Registration with Professional Body
Occupational Therapy	Bachelor of Occupational Therapy	AHPRA
Chinese Medicine Practitioner	Bachelor of Health Science (Acupuncture)	AHPRA
Chiropractor	Bachelor of Science (Chiropractic)	AHPRA
Osteopath	Bachelor of Science (Osteopathy)	AHPRA
Physiotherapy	Bachelor of Physiotherapy,	AHPRA
Podiatrist	Bachelor of Podiatry	AHPRA
Psychologist	Bachelor of Arts (Psychology), Bachelor of Psychological Science	AHPRA
Speech Pathologist	Bachelor of Speech Pathology	SPA
Exercise Physiologist	Bachelor of Exercise Science/Exercise Physiology	ESSA
Social Worker	Bachelor of Social Work	AASW
Art Therapy	Master of Art Therapy	ANZACATA
Audiology	Master of Audiology	Audiology Australia
Nutritionist	Bachelor of Health Science (Clinical Nutrition or Nutritional Medicine)	AARPN

Counsellor/ Psychotherapy	Bachelor of Counselling and Psychotherapy, Bachelor of Arts (Counselling)	PACFA OR ACA
Dietician	Bachelor of Nutrition, Master of Dietetics	Dieticians Australia
Music Therapy	Master of Music Therapy	Australian Music Therapy Association
Rehabilitation Counsellor	Bachelor of Rehabilitation Counselling	Australia Society of Rehabilitation Counsellors
Massage therapy	Certificate IV in Massage Therapy	
Acupuncture	Bachelor of Health Science (Acupuncture or Chinese Medicine)	AHPRA, AACMA, Chinese Medicine Board of Australia, or Medical Board of Australia as Chinese Medicine Practitioner
Myotherapy	Certificate IV in Massage Therapy Practice, Diploma of Remedial Massage, Advanced Diploma of Myotherapy, Advanced Diploma of Health Science (Soft Tissue Therapy), Cert IV Musculoskeletal Therapy, Bachelor of Health Science (Musculoskeletal Therapy or Clinical Myotherapy)	
Nursing	Bachelor of Nursing	AHPRA

If you are registered with a peak body (e.g. AHPRA, SPA) and are not submitting your qualification or registration certificate with a peak body, please provide your registration number. N/A

Services and Pricing

What services do you provide?

Meal preparation and delivery

Are your prices inclusive of GST?

No

Any other pricing information you would like to tell us?

Meals on Wheels Queensland is the Peak Body and we have 116 Members. Each member has it's own pricing structure and you can contact them directly. Contact details can be found on our website: <https://www.qmow.org/services>

Infection Control Guidelines

A person-centred approach to providing support includes putting clients at the centre of infection prevention and control and enabling them to participate in their care process. It is important that infection

is contained to prevent unnecessary spread of illness between staff, clients and the broader community.

Standard Infection Control Precautions

On a day-to-day basis, standard precautions must be implemented when cleaning surfaces and facilities. A third-party contractor must wear suitable gloves and other protective clothing appropriate for the task. Protective eyewear must be worn where splashing is likely to occur. A regular cleaning and maintenance schedule is necessary to maintain a safe environment. Surfaces should be cleaned on a regular basis using cleaning procedures that minimise dispersal of micro-organisms into the air. Toilets, sinks, washbasins, baths, shower areas, and surrounding areas should be cleaned regularly or as required. Cleaning methods for these items should avoid generation of aerosols.

Routine surface cleaning should be undertaken as follows:

- Clean and dry work surfaces before and after usage or when visibly soiled;
- Spills should be dealt with immediately;
- Use detergent and warm water for routine cleaning;
- Where surface disinfection is required, use in accordance with manufacturer's instructions;
- Clean and dry surfaces before and after applying disinfectants;
- Empty buckets after use, wash with detergent and warm water and store dry; and
- Mops should be cleaned in detergent and warm water then stored dry.

Standard precautions to protect against infectious diseases include:

- Wash hands for 30 seconds before and after contact with clients, eating, using gloves and after using the toilet, contact with used equipment and contact with body substances or equipment, materials (including linen) or contaminated surfaces;
- Wear disposable latex gloves when handling food or any item which may be contaminated by bodily fluids;
- Cover cuts or scratches with waterproof, breathable dressing;
- Wear personal protective equipment (PPE) such as protective eyewear, an apron, enclosed footwear and/or a face mask if splashing or direct contact with body fluids is likely;
- Use sharps containers at point of use. Do not re-sheath sharps; and
- Clean up spills with water and bleach.

Anyone with signs and symptoms of a respiratory infection, regardless of the cause, should follow or be instructed to follow respiratory hygiene and cough etiquette as follows:

- Cover the nose/mouth with disposable single-use tissues when coughing, sneezing, wiping and blowing noses;
- Use tissues to contain respiratory secretions;
- Dispose of tissues in the nearest waste receptacle or bin after use;
- If no tissues are available, cough or sneeze into the inner elbow rather than the hand;
- Practice hand hygiene after contact with respiratory secretions and contaminated objects/materials; and
- Keep contaminated hands away from the mucous membranes of the eyes and nose

COVID-19

The COVID-19 virus is transmitted between people through close contact and droplets, not by airborne transmission. The people most at risk of infection are those who are in close contact with a person who has COVID-19.

COVID-19 is most likely to spread from person-to-person through:

- direct close contact (see Definitions) with a person while they are infectious or in the 24 hours before their symptoms appear;
- close contact with a person with COVID-19 who coughs or sneezes; and
- touching objects or surfaces (such as door handles or tables) contaminated from a cough or sneeze from a person with COVID-19, then touching your mouth or face

Preventing Infection

The most effective preventative measures to prevent infection in the community include:

- performing hand hygiene frequently with an alcohol-based hand rub or soap and water;
- avoiding touching your eyes, nose and mouth;

practicing respiratory hygiene by coughing or sneezing into a bent elbow or tissue and then immediately disposing of the tissue;

- wearing a medical mask if you have respiratory symptoms and performing hand hygiene after disposing of the mask; and
- maintaining social distance (a minimum of 1.5 metres) from individuals with respiratory symptoms.

Recommended PPE

The following PPE should be used when providing support to a person infected (or suspected to be infected) with COVID-19:

- medical mask;
- gown;
- gloves;
- eye protection (goggles or face shield);
- apron; and
- boots or closed work shoes.

In addition to using the appropriate PPE, frequent hand hygiene should always be performed. PPE should be discarded in an appropriate waste container after use, and hand hygiene should be performed before putting on and after taking off PPE. The person infected (or suspected to be infected) with COVID-19 should also wear a medical mask and follow respiratory and hand hygiene.

Do not interact with a person with a known case of COVID-19 without the correct PPE.

A third-party contractor supporting clients with COVID-19 (or any other potentially serious infectious disease) should be trained in the correct use of the required PPE.

Additional Precautions

- Dispose of clinical waste appropriately
- Clean frequently touched surfaces with detergent solution
- Clean minimally touched surfaces when they are visibly soiled and immediately after any spillage
- When cleaning:
 - avoid touching your face, especially your mouth, nose, and eyes;
 - wear impermeable disposable gloves, a surgical mask and eye protection or a face shield;
 - use alcohol-based hand rub before putting on and after removing gloves, masks and eye protection.

For more information see the Australian Government Department of Health's Environmental Cleaning and Disinfection Principles for COVID-19 fact sheet.

All PlanCare contractors must abide by their state or territory's Workplace Health and Safety Guidelines, including in relation to notifiable diseases. If unwell, you must stay away from the workplace until recovered. Incidents relating to infection control of infectious diseases must be reported as soon as practicable to PlanCare.

Acknowledgement

I have read and understood the Infection Control Guidelines

Shift Notes

If you are providing the following services, please note that you will be required to send in shift notes with your invoices, and payment may be withheld if shift notes are not received:

- Personal Care (e.g. showering, toileting, feeding, grooming, dressing)
- Activities of Daily Living (all types of face-to-face support work)
- Allied Health
- Clinical Care
- Medication Management
- Continence Management

The following services will also require shift notes to be provided if they are delivered face-to-face with the

client, or if there is some interaction with the client involved during the provision of the service.

- Mobility and dexterity support
- Nutrition, Hydration and Meal Preparation (this does not apply to pre-made meal delivery providers)
- Assistance with management of skin integrity
- Cleaning
- Gardening
- Home modifications
- Personal laundry

It is recommended that if your service did not involve interaction with the client, that your invoice states 'non-face-to-face' or similar to avoid any hold ups with processing your payment.

To ensure PlanCare adheres to its approved provider responsibilities, we are required to ask providers to complete daily shift notes on the services provided and the health and wellbeing of the client. Shift notes are read regularly by the client's Co-Care Partner at PlanCare to ensure supports and services are carried out as outlined in the client's support plan and budget.

PlanCare checks in at least monthly with the client and uses these shift notes as a regular update on the client's support services being delivered. For all daily shifts, please either:

- email hcpinvoices@plancare.com.au and ensure the client's name and date are in the email's subject heading; or
- add the shift notes to your invoice, and send this through to hcpinvoices@plancare.com.au.

For any risks identified for a client, please add 'ALERT' into the subject heading of the email for immediate flagging to the client's Co-Care Partner at PlanCare.

PLANCARE CONTRACTOR AGREEMENT

This agreement is between:

PlanCare Holdings Pty Ltd (ABN: 37 651 384 128) of Level 1, 41 St Georges Tce, Perth WA 6000 ("PlanCare")

and you, "The Contractor", whose details are captured above in this form.

Recitals

- PlanCare delivers Approved Home Care Package support/care and services to clients in accordance with the Aged Care Act 1997.
- The Contractor delivers home care services to clients.
- The Contractor has represented to PlanCare that it is able to provide the services outlined in this form, which will assist PlanCare in achieving its objectives of providing all required support/care and services to clients.
- PlanCare and the Contractor have agreed that the Contractor will provide the agreed-upon services to the client for or on behalf of PlanCare Holdings Pty Ltd in accordance with the terms and conditions of this Contract.

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

In this Contract:

- words and phrases used have the meanings as set out in the Schedule; and
- unless the context otherwise requires, the rules of interpretation set out in the Schedule will apply.

2 TERM

The rights and obligations of the parties under this Contract will commence on the Commencement Date and continue until the Termination Date, subject to the terms of this Contract.

3 TERMS OF APPOINTMENT

The Contractor is appointed to provide the Services in accordance with this Contract. The Contractor is an independent contractor of PlanCare. This Contract does not create a relationship of employer and employee, principal and agent, or partnership between the Contractor and PlanCare, or any of its Personnel.

The Contractor will be responsible for the payment of all amounts related to the engagement of their own (including Personnel if the Contractor employs its own staff), wages, leave, statutory entitlements, superannuation, insurance cover, PPE and any training.

4 PROVISION OF SERVICES

The Contractor will provide the Services in accordance with:

- a) The Client's Support Plan;
- b) Agreed prices/fees/charges captured in this form, noting PlanCare requests 30 days' written notice should (Third Party Contractor) wish to review their prices/fees/charges;
- c) All Applicable Laws; including Aged Care Quality Standards, Charter of Aged Care Rights (the Charter), User Rights Principles 2014, Aged Care Act 1997, Quality of Care Principles 2014 and any other related legislation; and
- d) in accordance with the services set out in this form.

Without limiting any other obligations under this Contract, the Contractor must:

- a) determine the hours the Contractor works in providing the Services to the Client (this is to be negotiated directly between the Contractor and the Client);
- b) sets the rates charged to the Client in providing the Services;
- c) can delegate provision of the Services to their Personnel, provided such Personnel comply with the terms of this Agreement, demonstrate competency in providing the Services and submit to assessment and auditing regarding competency by PlanCare as required;
- d) provides all tools and equipment used in providing the Services to the Client (including car, mobile phone and other tools of trade);
- e) warrants that they and their Personnel are competent in respect of the provision of the Services, and agree to make themselves and their Personnel available for assessment and auditing in this regard;
- f) manage, supervise and administer its Personnel at all times in relation to the Services;
- g) provide PlanCare access to the documentation for proof of service provided to the Client, including any shift notes, to enable PlanCare to comply with their obligations and responsibilities as an approved provider under the Aged Care Act 1997;
- h) immediately report to PlanCare any risks or likely risks associated with the Services; and
- i) report to PlanCare any reportable incidents, Client concerns and emergencies in accordance with this Contract.

5 PLANCARE'S OBLIGATIONS

PlanCare will:

- a) pay the Contractor the Fees in accordance with the prior agreed to prices/fees/charges (provided to PlanCare in writing);
- b) make available and issue to the Contractor any relevant instructions or other materials, as reasonably required for the Contractor to deliver Services under this Contract;
- c) use its reasonable endeavours to ensure that there is no impediment to the Contractor's access to Clients;
- d) appoint and make available PlanCare key Care Coordinators/contacts for each Client;
- e) provide reasonable assistance as requested by the Contractor from time to time, to allow the Contractor to competently carry out its responsibilities under this Contract.

6 PERSONNEL REQUIREMENTS

The Contractor must ensure that:

- a) all of its staff engaged at a management level are aware of and understand the terms of this Contract;
- b) all of its Personnel comply with the terms of this Contract; and
- c) have undertaken appropriate and regular training and skill development relevant to the provision of Services and/or undertaken the PlanCare-provided training.
- d) it provides to PlanCare on or before the Commencement Date and on request by PlanCare during the Term such documentary evidence as may be reasonably requested by PlanCare as to the:
 - i) Qualifications;
 - ii) Professional experience;
 - iii) Professional registrations;
 - iv) Ability to work with children;
 - v) National Police Check Number and Issue date
 - vi) NDIS Worker Screening Check and clearance date;
 - vii) Driver's License;

viii) Vehicle Registration;

ix) Insurances

of its Personnel who may be reasonably likely to be engaged or involved in the performance of the Services.

7 WORKPLACE HEALTH AND SAFETY OBLIGATIONS

Without limiting the Contractor obligations under this Contract, the Contractor must ensure that the provision of Services is delivered in accordance with all relevant State/Territory Work Health and Safety legislation, including any aged-related legislation.

The Contractor will be required to provide Services in compliance with the Infection Control Policy and Procedure relating to COVID-19. All Contractor Personnel providing services to PlanCare Clients must follow state, territory and federal legislation and recommendations when providing services to in-home aged-care recipients.

8 REPORTABLE INCIDENTS

The Contractor must report any Reportable Incidents on the date it occurs or on the following Business Day, if outside of Business Hours. Reportable Incidents include any improper conduct in relation to Clients, Third Party Contractors, PlanCare, Personnel or otherwise in relation to the Services.

PlanCare will inform the Contractor of any allegations of improper conduct which involve the Worker or its Personnel, including where such allegations are received from a third party.

Where there has been a Reportable Incident, PlanCare may take all necessary action in relation to a Reportable Incident to ensure the immediate safety and welfare of the Client. The Contractor agrees to cooperate and ensure that its Personnel cooperate, with such necessary action by PlanCare.

9 MEDICATIONS & EMERGENCIES

Medication

a) Medication must not be administered, supervised or monitored by any Worker or its Personnel or in any other manner other than as set out in PlanCares' written policies and procedures as varied from time to time.

b) Any issues or concerns relating to medication will be a Reportable Incident, and the Worker must comply with clause 8.

Emergencies

c) The Contractor must implement and follow PlanCares' written policies and procedures for responding to Emergencies involving a client; and

d) provide evidence of how such written policies and procedures are followed, to PlanCare, upon request by PlanCare.

10 PAYMENT AND INVOICING

Subject to this clause Payment and Invoicing, in consideration of the Contractor providing the Services under and in accordance with this Contract, PlanCare will pay the Contractor the fees/charges as per the agreed upon prices/fees/charges.

A valid tax invoice will be issued by the Contractor, which includes the following:

a) dates and times of services delivered - all services should be clearly defined for each day in hours worked and not aggregated together;

b) the client's name

c) the fees inclusive of any amounts of GST (where applicable);

d) The Contract's ABN;

e) a description of the support provided and the mode of delivery (i.e. face to face, remotely);and

f) The Contractor's bank account details

Payment terms are 14 business days from the date of receipt of invoice unless further investigation is required or approval from the client is requested. Any mistakes on the invoices will mean the invoice is rejected, and the processing time starts from the point a valid invoice is received. All capital items over \$5000 will be paid at the start of the following month.

If an invoice is sent with the incorrect payment or bank information contained within it, and a payment is made, PlanCare will not accept responsibility for this error. If the funds are rejected or returned to the

PlanCare account, there is a \$2.50 dishonour fee that will be applied. This fee will be taken from the outgoing funds once the correct bank details have been confirmed with the Contractor.

If the funds are not automatically returned, unfortunately PlanCare is limited on what it can do. If the Contractor wishes, PlanCare can try to recover the funds on the Contractor's behalf by lodging a payment dispute with PlanCare's bank. The cost is \$300 for each dispute lodged due to the amount of time it takes PlanCare to interact with the bank and lodge the necessary forms (on average four hours). Lodging a dispute does not guarantee return of funds.

PlanCare is not liable for payments where a client is either unwilling or unable to authorise payment for an invoice. If a client has insufficient funding in their Home Care Package, PlanCare accepts no responsibility for payment and the Contractor must make arrangements directly with the client. Similarly, if a client refuses to authorise PlanCare to make payment against the Contractor's invoice, PlanCare accepts no liability for outstanding amounts and the Contractor must make arrangements for payment directly with the client.

11 RECORDS

The Contractor must provide PlanCare with evidence of the Services that have been delivered upon written request from PlanCare. All shift notes relating to the services provided must be supplied to PlanCare and must be of an acceptable standard prior to any invoices being processed.

12 DEFAULT AND TERMINATION

Either party may terminate this Contract without cause by giving 30 days' written notice to the other party. PlanCare will pay the relevant proportion of Service fees/charges for any part of the Services that were provided prior to the cancellation.

13 INSURANCE

The Contractor must, at its own cost, effect and maintain, or cause to be maintained, insurance relevant to its obligations under this Contract, as specified.

Insurance requirements:

- a) Workers compensation insurance as required under the legislation in any State or Territory of Australia, to cover all Personnel engaged in providing the Service/s.
- b) Public liability insurance for at least the sum of \$10,000,000 for any one occurrence, to be maintained during the Term. The Certificate of Currency is to be supplied to PlanCare prior to verification being completed for public liability insurance.
- c) Products Liability insurance for at least the sum of \$10,000,000 for any one occurrence, to be maintained during the Term.
- d) Professional indemnity (or similar) in an amount of not less than \$10,000,000 per claim and in the aggregate for all claims for each 12 month policy period with one right of reinstatement.

14 INDEMNITY

The Contractor releases and indemnifies PlanCare and its Personnel (those indemnified) against

- a) any Loss which those indemnified suffer, sustain or incur in connection with any act, error, or omission by the Contractor or its Personnel, whether negligent, wilful or otherwise; and
- b) any claim made by or on behalf of a Client or by a third party in relation to or arising out of the performance of the Services.

15 CONFIDENTIALITY & PUBLICITY

Each party to this Agreement (each, a "Recipient") shall protect and keep confidential all non-public information disclosed by the other party (each a "Discloser") and identified as confidential by the Discloser ("Confidential Information") and shall not, except as may be authorised by the Discloser in writing, use or disclose any such Confidential Information. Upon termination or expiration of this Agreement, the Recipient shall return to the Discloser all Confidential Information of the Discloser.

The obligations of confidentiality in clause 15 shall not apply to any information which:

- a) was previously known to the Recipient;
- b) is or becomes publicly available through no fault of the Recipient;
- c) is disclosed to the Recipient by a third party has no obligation of confidentiality to the Discloser;

d) is independently developed by the Recipient, or

e) is required to be disclosed as a matter of law.

Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure.

The Contractor must not disclose to any third party any Confidential Information obtained during the course of the provision of the Services unless the disclosure is:

a) Permitted by law; or

b) with the written consent of the party who owns the information.

The obligation contained in clause a) above does not extend to information that:

c) is, or becomes public knowledge without the fault of the Contractor;

d) is lawfully, or becomes lawfully available to the Contractor.

16 PRIVACY

The Contractor will comply and will ensure that all of its representatives comply with the Privacy Act 1988 (Cth) in respect of all personal information collected, used, disclosed and otherwise handled by them under or in connection with this Agreement.

Subject to the Privacy Act 1988 (Cth), the Contractor may use PlanCare Client information for the sole purpose of delivering PlanCare-related services.

PlanCare website (www.plancare.com.au) details PlanCare's privacy statement.

Privacy Contact details are:

Privacy Officer

PlanCare Holdings Pty Ltd

Level 1, 41 St Georges Tce,

Perth WA 6000.

17 INTELLECTUAL PROPERTY

All rights in any intellectual property relating to the PlanCare Products, Services, Support, Clients, Customisations and associated documentation, remain the property of PlanCare.

18 SOLICITATION & AVOIDANCE TERMS

The Contractor (including its staff) and any associated parent/sibling business associated with the Contractor agrees not to directly engage with PlanCare clients for the purpose of bypassing PlanCare fees or services and dealing with the client directly. This includes:

a) Avoiding or diverting fees otherwise payable to PlanCare, including (without limitation) any Worker Fee or Platform/Service Fee; or

b) Encouraging or soliciting any client to avoid making payments to PlanCare or paying the Worker Fee or Platform/Services Fee's.

The Contractor must not:

a) Provide or seek to provide Support/Care Services to any person to whom the Contractor was introduced by PlanCare, or provided Support/Care Services in the previous 12 months other than via PlanCare and in accordance with this Agreement; or

b) Directly invoice a Client, or accept any payment from a Customer other than through PlanCare, for the provision of Support/Care Services unless prior approval has been granted by PlanCare. The Contractor must account to PlanCare for any amount received from a Client in breach of this clause.

You must immediately notify PlanCare if a Client requests that you make or receive payment directly or through any channels other than those provided or specified by PlanCare as contemplated by this Agreement. In the event of any breach of this clause 18, The Contractor agrees to pay PlanCare the greater of:

- a) the total fees that would have been payable to PlanCare under the terms and conditions of this Agreement had the Support/Care Services been organised via PlanCare in accordance with the terms of this Agreement; or
- b) \$5,000.

You agree that the amounts set out in this clause 18 are a genuine preestimate of PlanCare's potential loss should a Worker or Client breach this clause.

The Contractor agrees not to hire or attempt to hire or directly contract employees or subcontractors of PlanCare that have been directly or indirectly involved in providing Products, Services or Support during the term of this Agreement. In the event of such hiring or contracting, the Contractor agrees to pay PlanCare the sum of \$5,000, being a reasonable estimate of the cost of finding and recruiting a suitable replacement.

Notwithstanding the foregoing, this clause shall not apply if a Party's employee or contractor responds to an employment advertisement or otherwise initiates contact with the other Party in respect of employment.

19 INDEPENDENT CONTRACTOR STATUS

The parties hereto are independent contractors, and nothing in this Agreement shall be deemed to create any form principal-agent relationship, employer-employee relationship, or joint venture between the parties hereto.

20 GOODS AND SERVICES TAX

The Contractor warrants and represents that it has an Australian Business Number and will comply with all Australian laws relating to GST. PlanCare regularly checks to ascertain compliance and eligibility for charging GST, and any claims for GST made by an ineligible provider will be rejected.

21 GOVERNING LAW

This Agreement will be governed by and is construed in accordance with the laws of Western Australia, without regard to its rules concerning conflicts of laws. The parties irrevocably submit to the exclusive jurisdiction of the courts of Western Australia.

Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity or termination, shall be resolved under the WA Commercial Arbitration Act 2012.

The seat of arbitration shall be Perth, Australia. The language of the arbitration shall be English.

22 GENERAL

Dispute Resolution

The Parties will use all reasonable endeavours to first resolve disputes by discussion between representatives of both parties. This clause does not stop a party:

- From seeking urgent or injunctive relief where that is necessary for the protection of a party's rights; or
- Terminating this contract under clause 12.

Each party must use reasonable efforts to do, do all things reasonably necessary to effectively carry out and give full effect to this Contract.

23 POLICIES AND PROCEDURES

The Contractor must have (and provide copies to PlanCare as requested) the following policies and procedures in place that meet the requirements of the Aged Care Act 1997:

- Risk Management
- Feedback and Complaints
- Workplace Health & Safety/OH&S
- Fire Safety and Emergency
- Infection Control (including COVID-19)
- Maintenance and Management of Equipmeny
- Personnel Code of Conduct
- Records and Information Management
- Privacy and Confidentiality

24 TRAINING AND QUALIFICATIONS

The Contractors Personnel are experienced and competent to carry out the contract Service, have all the required training, hold all the required licenses required to carry out Services/s. The Service/s provision

must be carried out to all applicable industry standards and to the reasonable satisfaction of PlanCare. The Contractor must provide written evidence of the above as requested by PlanCare.

SCHEDULE – DEFINITIONS

Contract means the agreement recorded in this document including in the schedule and the attachments.

Commencement Date means the commencement date detailed in Attachment 1.

Confidential Information means information that:

- is by its nature confidential;
- is designated as confidential; or
- the person receiving the information knows or ought reasonably to know is confidential.

Client means a person on whose behalf PlanCare is purchasing Services and where applicable includes the Representative.

GST has the meaning given to that term in the GST Law and includes any amounts imposed as additional tax, penalty tax, fine, interest or other charge payable in respect of GST.

GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act) including any regulations under the GST Act.

Personnel means directors, officers, employees or agents of a party.

Representative means a person who holds an enduring power of attorney given by the Client to decide health and support and other kinds of personal services the Client is to receive; or any other person duly appointed according to law with the authority and capacity to bind the Client.

Reportable Incident means:

- any circumstances, fact, claim, dispute or issues in relation to the Service/s delivered by (Third Party Contractor) which will, or may, give rise to any legal claim;
- any critical incident involving a Client or Personnel;
- any incident of improper conduct;
- any failure to comply with Applicable Laws;
- any breach of a Policy or Procedure;
- any breach of the terms of this Agreement;
- any entitlement of PlanCare to make any claim under any insurance policy.

Services means the services detailed in this agreement.

Service Fees/Charges means the service fees/charges set out in this agreement.

Service Standards means The Contractor's Service Standards that The Contractor must comply with in providing the Service/s.

Staff means all Personnel of The Contractor including anyone in a managerial role, who supervise Personnel.

Term means the period on and from the Commencement Date up to and including the Termination Date.

Termination Date means the termination date specified in the agreement.

WHS means workplace health and safety under the Work Health and Safety legislation in force in the state or territory in which the Services are delivered.

INTERPRETATION

In this Contract, unless the contrary intention appears:

Headings and formatting are for ease of reference only and do not affect the meaning of this Contract and do not form part of the clause.

The singular includes the plural and vice versa, and words importing a gender include other genders.

Words used in this Contract and defined in the dictionary will have the meaning set out in the dictionary.

Other grammatical forms of defined words or expressions have corresponding meanings.

A reference to a clause, paragraph, schedule or attachment is a reference to a clause or paragraph of or schedule or attachment to this Contract and a reference to this Contract includes any schedules and attachments attached to this Contract.

A reference to a document or Contract, including this Contract, includes a reference to that document or Contract as novated, altered or replaced from time to time.

A reference to '\$', '\$A', 'dollar' or 'A\$' is a reference to Australian currency.

A reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed.

A reference to a party includes its executors, administrators, successors and permitted assigns and if more than one, includes those persons jointly and each of them severally, their respective executors' administrators and assigns.

Words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), firms, joint ventures, trusts, authorities, governments and governmental, semi-governmental and local authorities and agencies.

Words such as 'includes' or 'including' will not be construed as words of limitation.

If the day on which:

- anything, other than a payment, is to be done is not a Business Day, that thing will be done on the preceding Business Day;
- a payment is to be made is not a Business Day it will be made on the next Business Day but if the next Business Day falls in the next calendar month it will be made on the preceding Business Day; and
- if an act, other than a payment or the giving of a communication, is required to be done on a particular day and the act is done after 5pm on that day, it will be deemed to have been done on the following day.

Acknowledgement

I acknowledge that submission of this form does not constitute an approval to commence services. Services can be provided once successful verification is confirmed by PlanCare via email.

The Contractor agrees to PlanCare's Third-Party Contractor Agreement and any attachment and schedules, and is subject to the terms and conditions detailed within this agreement.

Signer name

Lea Readdy

Signature



Date

15/12/2023