



Meals on Wheels
Queensland

SERVICE PROVIDER AGREEMENT

QUEENSLAND MEALS ON WHEELS LTD

and

RIVER HEALTHCARE

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This **agreement** is made the tenth of November 2020

BETWEEN

Queensland Meals on Wheels Ltd

The Approved Provider
of Unit 16, 27 South Pine Road, Brendale QLD 4500.
ABN: 63 104 919 974

AND

River Healthcare

The Service Provider
Of Suite 5 Level 1, 18 Thynne Road, Morningside Qld 4170.
ABN: 46 108 767 657

Recitals

A. The Approved Provider is a Meals on Wheels service. Meals on Wheels delivers nutritious home delivered meals to members of the community in accordance with Meals on Wheels Nutritional Guidelines © 2016.

B. The Approved Provider has represented to the Service Provider that it is able to provide delivered meals, which will assist the Service Provider to achieve their objectives.

C. The Approved Provider and the Service Provider have agreed that the Approved Provider will provide the meals delivery to clients for or on behalf of the Service Provider in accordance with the terms and conditions of this Agreement.

Schedules and annexures

The following schedules and annexures form part of this Agreement:

Schedule – Definitions and interpretation

Annexure 1 – Service details

Annexure 2 – Service standards

Annexure 3 – Police certificate requirements

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

In this Agreement:

- a) words and phrases used have the meanings as set out in the Schedule; and
- b) 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 Agreement will commence on the Commencement Date and continue until the Termination Date, subject to the terms of this Agreement.

3 TERMS OF APPOINTMENT

The Approved Provider is appointed to provide the Services in accordance with this Agreement.

The Approved Provider is an independent contractor of the Service Provider. This Agreement does not create a relationship of employer and employee, principal and agent, or partnership between the Approved Provider and the Service Provider, or any of its Personnel.

The Approved Provider will be responsible for the payment of all amounts related to the engagement of its Personnel, including wages, leave, statutory entitlements and superannuation.

4 PROVISION OF MEALS (SERVICES)

The Approved Provider will provide the delivered meals in accordance with:

- 1) the price list as provided upon engagement with specific Meals on Wheels service; which is subject to change with 30 days written notice
- 2) all Applicable Laws; including Food Act, Food Standards Code, Food Safety Standards and related legislation
- 3) Home Care Common Standards; and

Without limiting any other obligations under this Agreement, the Approved Provider must:

- a) manage, supervise and administer its Personnel at all times in relation to meals delivery;
- b) immediately report to the Service Provider any risks or likely risks associated with the meals delivery; and
- c) report to the Service Provider any Reportable Incidents, Client Concerns and Emergencies in accordance with this Agreement.

5 SERVICE PROVIDER'S OBLIGATIONS

The Service Provider will:

- a) pay the Approved Provider the Fees in accordance with the terms as list on the engagement form;
- b) make available and issue to the Approved Provider any relevant instructions or other Materials and client contacts, as reasonably required for the delivery of meals under this Agreement;
- c) use its reasonable endeavours to ensure that there is no impediment to the Approved Provider's access to Clients;
- d) appoint and make available Case Managers for each Client
- e) provide reasonable assistance as requested by the Approved Provider from time to time, to allow the Approved Provider to competently carry out its responsibilities under this Agreement.

6 APPROVED PROVIDER PERSONNEL REQUIREMENTS

The Approved Provider must ensure that:

- 1) all of its Supervisors and Coordinators engaged at a management level are aware of and understand the terms of this Agreement; and
- 2) all of its Personnel comply with the terms of this Agreement.

have undertaken appropriate and regular training and skill development relevant to the provision of home delivered meals

7 WORKPLACE HEALTH AND SAFETY OBLIGATIONS

Without limiting the Approved Provider's obligations under this Agreement, the Approved Provider must ensure that the provision of home delivered meals are delivered in accordance with WHS legislation.

8 REPORTABLE INCIDENTS

The Approved Provider must report any Reportable Incident to the Service Provider 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, the Approved Provider, the Service Provider, Personnel or otherwise in relation to the Services.

9 PAYMENT AND INVOICING

Subject to this clause Payment and Invoicing, in consideration of the Approved Provider providing the home delivered meals under and in accordance with this Agreement, the Service Provider will pay the Approved Provider the Fees as per the price list provided upon engagement with specific Meals on Wheels services which is subject to change with 30 days written notice.

Payment terms are 14 days from date of invoice.

10 RECORDS

The Approved Provider must provide to the Service Provider evidence of the number of meals that have been delivered upon written request from the Service Provider.

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11 DEFAULT AND TERMINATION

Either party may terminate this Agreement without cause by giving 30 days written notice to the other party.

12 INSURANCE

The Approved Provider must, at its own cost, effect and maintain, or cause to be maintained, insurance relevant to its obligations under this Agreement, as specified in Annexure 1.

13 INDEMNITY

The Approved Provider releases and indemnifies the Service Provider and its Personnel (**those indemnified**) against any Loss which those indemnified suffer, sustain or incur in connection with:

- a) any act, error, or omission by the Approved Provider 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 performance of the delivered meals.

14 CONFIDENTIALITY, PRIVACY AND PUBLICITY

The Approved Provider must not disclose to any third party any Confidential Information obtained during the course of provision of the home delivered meals unless the disclosure is:

- a) permitted by law; or
 - i. with the written consent of the party who owns the information.
- b) The obligation contained in clause a) above does not extend to information that:
 - i. is, or becomes public knowledge without the fault of the Approved Provider;
 - ii. is lawfully, or becomes lawfully available to the Approved Provider; or
 - iii. is independently developed by the Approved Provider.

15 GOODS AND SERVICES TAX

The Approved Provider warrants and represents that it has an Australian Business Number and is registered for GST purposes if required in accordance with GST Law.

All amounts referred to in this Agreement are exclusive of GST unless otherwise specified.

16 GENERAL

Dispute resolution

- The Parties will use all reasonable endeavors to first resolve disputes by discussion between representatives of both parties. This clause 0 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 agreement under clause 15.

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

SIGNED for and on behalf of
**QUEENSLAND MEALS ON
WHEELS LTD**

in the presence of:

(name of witness)

(address of witness)

S. R. H.

(Approved Provider's signature)



(signature of witness)

RIVER HEALTHCARE

in the presence of:

(name of witness)

(address of witness)

(Service Provider's signature)

(signature of witness)

EXECUTED by

in accordance with section 127
Corporations Act 2001 (Cth):

(Director's signature)

(Director/Secretary signature)

SCHEDULE – DEFINITIONS AND INTERPRETATION

Definitions

Agreement	means the agreement recorded in this document including in the schedule and the annexures.
Approved Provider	means an entity that has been approved under the Act to provide Home Care activity, namely home delivered meals.
Commencement Date	means the commencement date detailed in Annexure 1.
Confidential Information	means information that: <ul style="list-style-type: none">• 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 the Service Provider 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 <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) (GST Act) including any regulations under the GST Act.
Materials	means any material in whatever form (including copies of such material) including equipment, information, software, source code, documented methodology or process and other documentation (including books, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions).
Notifiable Incident	has the meaning given to that term under the <i>Work Health and Safety Act 2011</i> (Qld).
Personnel	means directors, officers, employees, agents or sub-agents, volunteers, contractors or sub-contractors of a party.
Representative	means a person who holds an enduring power of attorney given by the client to decide health and care 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: <ul style="list-style-type: none">• any circumstances, fact, claim, dispute or issues in relation to the home delivered meals delivered by the Approved Provider which will, or may, give rise to any legal claim;• any critical incident involving a Client or Attendant;• 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 the Service Provider to make any claim under any insurance policy.

Services	means the services detailed in Annexure 1.
Service Fees	means the service fees set out in Annexure 1.
Service Standards	means the Approved Provider Service Standards that the Approved Provider must comply with in providing the home delivered meals, as set out in Annexure 2.
Supervisor	means Personnel of the Approved Provider in a managerial role, who supervise an Attendant or Staff or group of Staff and Volunteers.
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 Annexure 1.
WHS	means work place health and safety under the <i>Work Health and Safety Act 2011</i> (Qld) and the <i>Work Health and Safety Regulation 2011</i> (Qld).

Interpretation

In this Agreement, unless the contrary intention appears:

1) Headings are for ease of reference only and do not affect the meaning of this Agreement 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 Agreement 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 annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexures attached to this Agreement.

A reference to a document or agreement, including this Agreement, includes a reference to that document or agreement 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.

ANNEXURE 1 – SERVICE DETAILS

PARTY DETAILS	
Agreement Contact Officers:	Approved Provider: Attention: Evan Hill Address: 16/27 South Pine Road Brendale Q 4500 Phone: 073205 5588 Fax: 0732051667 Email: info@qmow.org Service Provider: Attention: Address: Phone: Email:
Parties Address for Notices:	Approved Provider: Attention: Evan Hill Address: PO Box 2393 Strathpine Centre Q 4500\ Phone: 07 3205 5588 Fax: 07 3205 1667 Email: info@qmow.org Service Provider: Attention: Company: Address: Phone: Email:
TERM	
Commencement Date:	10/11/2020
Termination Date:	Reviewed Annually
SERVICES	
Services:	The Service Provider or its nominated Meals on Wheels Service must provide the following Services: <ul style="list-style-type: none"> Meals on Wheels home delivered meals.
Geographical area of Services:	As per Annexure 4
Service Provider Personnel expertise:	Specific Client groups: Frail aged and people with disabilities
FEES	
Service Fees:	Annexure 4 which is subject to change with 30 days written notice will have attached the fees charged by the individual Meals on Wheels Service who will provide the meals at home service. Customer must be at home to accept delivery of the meal or have made alternate suitable arrangements.

	<p>Cancellation Policy: The service provider or client will email or telephone the approved provider by 10:00am the business day prior to the requested cancellation of meal delivery schedule. Any cancellation or change to meals delivery after this time will result in an invoice for meal and/or delivery charge being issued as per the provided price list upon engagement with specific Meals on Wheels Services.</p> <p>Variation or Cancellation of Services: The approved provider may, in its absolute discretion, alter or discontinue the provision of home delivered meals to a Client at any time by providing written notice to the Service Provider, and the Service Provider must promptly comply with any directions issued by the Approved Provider in this regard. The Service Provider will pay the relevant proportion of Service Fees for any part of the provision of home delivered meals prior to the cancellation or variation.</p>
TRAINING AND OTHER REQUIREMENTS	
Policies and Procedures:	Workplace Health & Safety, Privacy/Confidentiality, Duty of Care, Code of Conduct, Food Safety and Hygiene.
Training/Qualifications:	<p>Attendants Staff and Volunteers:</p> <p>The Approved Provider is experienced and competent to carry out the contract services, has all the required training and holds all the licenses and has had all the training required to carry out home delivered meals. The home delivered meals provision must be carried out to all applicable industry standards and to the reasonable satisfaction of the Service Provider.</p>
INSURANCE	
Insurance Requirements:	<ul style="list-style-type: none"> Workers compensation insurance as required under the legislation in any State or Territory of Australia, to cover all Personnel engaged in providing the Services. Public liability insurance for at least the sum of \$20,000,000 for any one occurrence, to be maintained during the Term. Products Liability insurance for at least the sum of \$10,000,000 for any one occurrence, to be maintained during the Term.

ANNEXURE 2 – SERVICE STANDARDS

Details	Timeframes
<p>Training and Education</p> <p>The approved provider must be responsible for ensuring staff have the required training and competent to carry out the services.</p>	Ongoing
<p>Operational delivery</p> <p>Transparent communication between Meals on Wheels and (Name of Service Provider).</p>	As required
<p>Invoices to be sent on completion of service.</p> <p>Prices are subject to change with 30 days written notice.</p>	As per the timeframe stipulated in Annexure 4
<p>Safety Checks</p> <p>All staff providing home delivered meals to clients funded under the Department must have an acceptable national current police check certificate or travel in pairs</p>	<p>Ongoing</p> <p>On an annual basis, the Approved Provider will provide a statutory declaration that warrants that any staff who are reasonably likely to have unsupervised access to the Service Provider's consumers have provided a national police check no more than 3 years old and, if the person has lived overseas for any period of time since they turned 16, a statutory declaration in relation to any criminal offences that they have been convicted of overseas, and which disclosed that the staff member has not:</p> <ul style="list-style-type: none"> • Been convicted of murder or sexual assault • Been convicted of any offences of dishonesty, including fraud, theft, robbery or deception; • Been convicted and sentenced to imprisonment for (whether or not that sentences was suspended) any other form of assault.
<p>Certificate of compliance</p> <p>Copy of ABN and certificate of insurance to be supplied with agreement.</p>	Prior to commencement of service.

ANNEXURE 3 – POLICE CHECK REQUIREMENTS

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.

1. The Approved Provider must:

- 1) ensure that all its Personnel engaged in the provision of home delivered meals have an Acceptable National Police Certificate not more than 3 years old;
 - i. provide evidence of an Acceptable National Police Certificate having been received to the Service Provider upon request;
 - ii. notify the Service Provider of any issues which are identified through any checks, which could reasonably be considered to affect the person's suitability to provide the Services; and
 - iii. provide all assistance the Service Provider reasonably requires to comply with its obligations under Applicable Laws with respect to criminal history checks.

2. The Approved Provider will ensure that it retains a police certificate registration number in respect of each member of Personnel, and must provide the Service Provider with an organisational policy on employee national police checks upon request.

3. The Approved Provider will undertake the police checks at its own expense.

ANNEXURE 4 – ENGAGEMENT FORM

{{Insert Date}}:

To whom it may concern,

River Healthcare would like to engage the service of ((Insert Meals on Wheels Service Name)) under the provider agreement with Queensland Meals on Wheels Ltd to supply meals to:

Consumers Details

Name:

Date of Birth:

Phone Number:

Gender:

Address:

Country of Birth:

Language spoken at home:

Cultural Identity (please tick if applicable):

☐ Aboriginal

☐ Torres Strait Islander (TSI)

☐ Both Aboriginal and TSI

☐ Neither

☐ Prefer not to state

☐ Other (please specify):

Does the consumer identify as having the following impairments, conditions or disabilities?

☐ Intellectual Learning

☐ Psychiatric

☐ Sensory/Speech

☐ Physical/Diverse

☐ None

☐ Prefer not to state any

Type of Accommodation

☐ Private residence – client or family owned

☐ Private residence – private rental

☐ Private residence – public rental

☐ Independent living unit

☐ Institutional settings i.e. residential aged care/hospital

Living arrangements

☐ Single (living alone)

☐ Couple

☐ With others

Relatives/Not related

Existence of a carer

☐ Yes

☐ No

Deliveries to commence: ____/____/____

Delivery Preferences:

Number of Meals requested:

Preferred delivery day: ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Weekend

Meals can be delivered if consumer is not home as long as our volunteers have access to a working refrigerator or freezer in which to place the meals.

Clients Dietary Needs:

Food Allergies and Preferences: please list any food allergies or intolerances the client may have

Food Preferences: please list any food preferences the client may have

Any further information about the client's specific needs or delivery instructions:

River Healthcare Contact Detail

Care Manager

Name:

Phone Number:

Email:

Mobile:

Address:

Payment Details

Invoice Details

Please split invoicing as per the below ratio:

% to Consumer for Raw Food Costs

% to Service Provider for Preparation and Delivery

Invoice frequency: ☐ Weekly ☐ Fortnightly ☐ Monthly

Address for Invoices:

Email:

Postal Address:

Bank Account Details

Account Name:

BSB:

Bank Account Name:

Reference: Please use invoice number

Requested by River Healthcare

SIGNED for and on behalf of

(Service Provider's signature)

Acceptance of Service Request

On behalf of {{Insert Meals on Wheels Service Name}}

SIGNED for and on behalf of

(Service Provider's signature)

- Pricelist: Attached ☐
- Suitability Statutory Declaration: Attached ☐ Already provided ☐
- Public and Products Liability Certificate: Attached ☐ Already provided ☐
- Workcover Certificate, if applicable: Attached ☐ Already provided ☐