



Supply Agreement

General Terms and Conditions for Client Related Services

Between

The Uniting Church in Australia Property Trust (Q.)

Represented by UnitingCare Queensland

ABN 45 414 098 573

and

Supplier company name: **Meals on Wheels Queensland**

ABN 63104919974

Proudly representing

Blue Care | Lifeline | ARRCs | The Wesley Hospital | Buderim Private Hospital
St Stephen's Hospital | St Andrew's War Memorial Hospital

AGREEMENT PARTICULARS

Customer / UCQ **Name:** **The Uniting Church in Australia Property Trust (Q.)**
Represented by UnitingCare Queensland
ABN 45 414 098 573

Address: Level 5, 192 Ann Street, Brisbane QLD 4000

Representative: Procurement and Services

Telephone: 07 3253 4000

Email: procurement@ucareqld.com.au

Supplier **Name:** Meals on Wheels Queensland

ABN: 63 104 919 974

Address: Unit 16, 27 South Pine Road

Representative: Evan Hill

Telephone: 07 3205 5588

Facsimile: 07 3205 1667

Email: evan.hill@qmow.org

Services As detailed in the Service Engagement Form.

Commencement Date Upon acceptance by the Supplier of the below listed documents:

- General Terms and Conditions
- [UnitingCare Queensland Privacy Policy](#)
- Schedule 1 – Special Conditions - Community Funding
- Schedule 2 – Specifications
- Schedule 3 – Pricing and Service Engagement Form

Term 3 Years

Option Period 3 Years

Introduction

- A. The Customer / UCQ wishes to engage the Supplier for the provision of the Goods and/or Services.
- B. The Supplier has represented to the Customer / UCQ that it has the qualifications and experience to provide the Goods and/or Services and has agreed to provide the Goods and/or Services on the terms set out in this Agreement.

It is agreed

1. Service Groups

The Parties agree that:

- (a) the Customer / UCQ manages this Agreement on behalf of the entities listed in the following table (Service Groups); and
- (b) any of the Service Groups may be provided with Goods and/or Services in accordance with this Agreement, and have the same rights and obligations under this Agreement, as if they were the Customer / UCQ.

Entity	ABN	Address
UnitingCare Queensland	45 414 098 573	Head Office Level 5, 192 Ann Street Brisbane, Qld 4000
UnitingCare Health	87 842 457 440	Head Office Level 5, 192 Ann Street Brisbane, Qld 4000
UnitingCare Community	28 728 322 186	Head Office Level 5, 192 Ann Street Brisbane, Qld 4000
Blue Care	96 010 643 909	Head Office Level 5, 192 Ann Street Brisbane, Qld 4000

SIGNATORY PAGE

Executed as an agreement.

SIGNED for and on behalf of The Uniting Church in Australia Property Trust (Q.) represented by UnitingCare Queensland (ABN 45 414 098 573) by its authorised representatives:



Signature of authorised officer

Not required

Signature of authorised officer

Corinne Buzianczuk

Name

Name

Date:

01/02/2023

Date:

SIGNED for Meals on Wheels Queensland

ABN 63 104 919 974

in accordance with section 127 of the *Corporations Act 2001* (Cth)

DocuSigned by:



A3CCA79C0B35409...

Signature of director

Signature of director/company secretary

Evan Hill

Name

Name

Date:

14-02-2023

Date:

GENERAL TERMS AND CONDITIONS – Client Related Services

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1. Definitions and Interpretation

1.1 Definitions

In this Agreement, capitalised terms have the meaning given to them as follows:

- (1) **Agreement** means this agreement between UnitingCare Queensland and the Supplier comprising the documents set out in the General Terms and Conditions clause 27.8 of the Supply Agreement.
- (2) **UCQ** means The Uniting Church in Australian Property Trust (Q.) trading as Uniting Care Queensland and separately each of the Service Groups, and includes any facility operated by UnitingCare Queensland that requests the supply of the Services under this Agreement.
- (3) **Contract Representative** means an employee or contact person representing UCQ for the purposes of the Agreement.
- (4) **Business Day** means any day other than a Saturday, Sunday or public holiday in a place where an act is to be performed or a payment is to be made.
- (5) **Client** includes a person or resident who receives a service, package or program from UCQ.
- (6) **Commencement Date** means the date stated in the Agreement Particulars.
- (7) **Compliance System** means a third party compliance management system as determined by UCQ from time to time.
- (8) **Force Majeure Event** is an event outside the control of a Party which delays or prevents the performance of a Party's obligations and cannot be prevented, overcome or remedied with reasonable diligence and may include the following:
 - (a) war, invasion, act of terrorism, civil disturbance, rebellion, revolution;
 - (b) lightening, epidemics, landslides, earthquakes, perils of the sea, named cyclones, tsunamis, fire, flood and natural disasters; and
 - (c) acts of government or labour disputes,
 but does not include:
 - (d) any lack of funds or inability to use funds;
 - (e) inclement weather;
 - (f) mechanical breakdown of the Supplier, a sub-contractor, or Distributor's plant or equipment;
 - (g) any failure by a sub-contractor to perform its obligations, except where the failure by the sub-contractor to perform its obligations itself arises because of a Force Majeure Event.
- (9) **Goods** means any items, material, consumable, chattels or things supplied by the Supplier under this Agreement.
- (10) **Good Industry Practice** means currently recognised methods and practices which could reasonably be expected from experienced and competent Suppliers operating under conditions comparable to those applicable to the provision of the Goods and/or Services.
- (11) **GST** means the goods and services tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth.
- (12) **Insolvent** means:
 - (a) being subject being in liquidation or provisional liquidation, receivership or bankruptcy, or under any form of external administration; or
 - (b) being the subject of an application to the court for an order for the appointment of a liquidator, external administrator or trustee in bankruptcy or receiver or receiver and manager; or
 - (c) if any meeting has been convened for the purpose of considering any resolution or for the Supplier to enter into any compromise or arrangement, reconstruction or composition with its creditors; or
 - (d) a receiver or mortgagee in possession being appointed over any property of the Supplier.
- (13) **Intellectual Property Rights** includes without limitation the protected rights attaching to inventions, patents, registered designs, trademarks, copyright, circuit layouts and confidential information.
- (14) **Key Performance Indicators or KPI** means the list of performance indicators set out in Schedule 2.

- (15) **Law** means any applicable requirement of any Statutory Provision, rule, regulation, proclamation, order in council, ordinance or by-law whether commonwealth, state, territorial, international or local.
- (16) **Licences** means:
 - (a) a licence, qualification, authority, consent, permit, registration or approval issued, granted or approved by a government agency or professional body;
 - (b) any statutory requirements necessary for the supply of the Goods and/or Services under this Agreement.
- (17) **Modern Slavery** has the meaning given in section 4 of the *Modern Slavery Act 2018* (Cth).
- (18) **Option Period** means the option period stated in the Agreement Particulars.
- (19) **Parties** means UCQ and the Supplier.
- (20) **Personnel** includes directors, employees, contractors, agents, volunteers and subcontractors.
- (21) **Personal Information** means information or an opinion, whether true or not, regarding a person where the identity of the person is apparent or can reasonably be ascertained from the information or opinion and includes sensitive information as defined by the *Privacy Act 1998* (Cth).
- (22) **Premises** means a facility, site or premises owned or controlled by UCQ or any other location or home where a Client of UCQ resides or request the provision of a Service.
- (23) **Price** means the amount payable under the Agreement, as calculated in accordance with Schedule 3 of the Agreement.
- (24) **Purchase Order** means a purchase order provided by UCQ to the Supplier (including on a third-party system or otherwise), requesting Goods and/or Services.
- (25) **Scope of Services** means the services listed on the Service Engagement Form.
- (26) **Service Groups** means UCQ, UnitingCare Community and UnitingCare Health.
- (27) **Services** means any service to be performed by the Supplier under this Agreement as set out in the Contract Particulars or described in the Scope of Services or described in the Service Engagement Form.
- (28) **Service Engagement Form** means a service engagement form in substantially the same form as the document attached to this Agreement.
- (29) **Special Conditions** means any special conditions contained in Schedule 1 of the Agreement.
- (30) **Supplier** means the Party stated in the Agreement Particulars which is required to supply the Services in accordance with the terms of the Agreement.
- (31) **Supplier Representative** means the representative nominated in writing by the Supplier who is responsible for the Supply of all or any part of the Goods and/or Services on behalf of the Supplier.
- (32) **Supplier Code of Conduct** means the UnitingCare Queensland Supplier Code of Conduct, which is available on the UnitingCare website at www.unitingcareqld.com.au/get-involved/join-us/procurement, and may be updated from time-to-time.
- (33) **Taxes** means any and all taxes, levies, imposts, deductions, charges, GST, withholdings or duties imposed under any applicable Law on any matter relating to or connected with the Agreement.
- (34) **Term** means the period stated in the Agreement Particulars.
- (35) **UCQ Service Manager** means the Service Manager at the UCQ facility.
- (36) **Warranty Period** means, unless otherwise stated in the Agreement, the period of 12 months from the date on which the Services are performed.

1.2 Interpretation

Reference to:

- (1) a singular word includes the plural and the plural includes the singular.
- (2) a word which suggests one gender includes all genders.
- (3) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:

- (a) a Statutory Provision as amended or re-enacted;
 - (b) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (c) another regulation or other statutory instrument made or issued under that Statutory Provision
- (4) 'including' and similar expressions are not words of limitation.
 - (5) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of the word or expression have a corresponding meaning.
 - (6) headings and any table of contents are for convenience only and do not form part of this Agreement or affect its interpretation.
 - (7) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
 - (8) unless otherwise agreed, if the day on or by which a person must do an act under this Agreement is not a Business Day, it must be done instead on the next Business Day.
 - (9) where two or more persons or bodies comprise the Supplier, their obligations and liabilities under this Agreement shall be joint and several.
 - (10) all documents, communication and notices relating to the Agreement shall be in English.

2. Term

- 2.1 If not terminated sooner, the Term commences on the Commencement Date and expires at the end of the Term.
- 2.2 UCQ may extend the Term by the Option Period by written notice to the Supplier at least thirty (30) days before the expiry of the Term.

3. Engagement

- 3.1 The Supplier's engagement is subject to the Supplier registering (and maintaining its registration) with the Compliance System and the Compliance System verifying that the Supplier has complied with all of its requirements.
- 3.2 Where the Supplier Representatives are required, under this Agreement, to enter a Premises operated or controlled by UCQ for the purpose of undertaking services at the Premises, each of the Supplier Representatives must:

- (1) maintain full compliance in the Compliance System;
- (2) where Compliance System scanners/QR Codes are installed, ensure each of the Supplier Representatives that enter the Premises use the Compliance System scanner/QR Code upon entry and exit;

The cost for registration of the Compliance System (annual fee) is to be met by the Supplier.

- 3.3 This Agreement applies to the provision of the Goods and/or Services by the Supplier to UCQ from the Commencement Date for the Term whether those Goods and/or Services are requested or provided before, on or after the date of the Agreement.
- 3.4 During the Term UCQ may, but is not obliged, to make a request to the Supplier for the provision of the Services. The request may be in writing or verbal.
- 3.5 The Supplier acknowledges and agrees that:
 - (1) upon request, it will perform the Services in accordance with this Agreement;
 - (2) any general terms and conditions of the Supplier (whether written or verbal) or contained on Supplier invoices are expressly excluded;
 - (3) UCQ will not be liable for any costs incurred by the Supplier in anticipation of receiving a request for Services and this Agreement does not confer any exclusive rights to the Supplier for the provision of the Services;
 - (4) except where a separate supply agreement and/or a Service Engagement Form has been entered into between the parties in respect of the Goods and/or Services (irrespective of whether

that document or agreement was entered into prior to or after the date of this Agreement), the terms of any other document or agreement entered into between the parties in respect of the supply of the Goods and/or Services (including any terms and conditions entered into on a third-party system or otherwise) are excluded and do not apply;

- (5) where a separate supply agreement between the parties is entered into in respect of the Goods and/or Services (irrespective of whether that supply agreement was entered into prior to or after the date of this Agreement) then, subject to the parties expressly agreeing otherwise in that agreement, the terms and conditions of the supply agreement will apply to the exclusion of, and will supersede, the terms and conditions in this Agreement (including any Service Engagement Form entered into in accordance with this Agreement);
- (6) notwithstanding the General Terms and Conditions clause 3.5(4) and subject to clause 3.5(5), if the Supplier enters into a Purchase Order in respect of Goods and/or Services, and there is no Service Engagement Form in place in respect of those Goods and/or Services, reference to a "Service Engagement Form" in this Agreement will be replaced with "Purchase Order" and the Purchase Order will be subject to the terms of this Agreement (and the terms of the UnitingCare Queensland General Terms and Conditions of Purchase Order will be excluded and will not apply); and
- (7) Changes to Services including but not limited to varying or adding to the Services, altering time frames or dates, altering pricing will be agreed in writing prior to commencement of those Services.

4. Licences

Prior to commencing the Services, the Supplier must obtain, at its own expense, all necessary Licences and permits and at UCQ's request, provide UCQ with a copy of any such Licences and permits.

5. Performance of Services

5.1 The Supplier must, in performing any Services on a Premises:

- (1) not interfere with any of UCQ's activities, or the activities of any other person on the Premises and comply with, and ensure that the Supplier's Personnel comply with:
 - (a) UCQ or its Service Groups' policies and procedures;
 - (b) all applicable Laws, regulations and contracts; and
 - (c) if applicable, all directions and orders given by the manager of the site or the Contract Representative; and
- (2) must carry out the Services in a manner which:
 - a) treats the Clients with dignity and respect;
 - b) does not adversely impact on the health, safety and wellbeing of the Client;
 - c) does not result in any injury, loss or damage to the Client's home or property of the Client; and
 - d) does not discriminate on the grounds of a Client's gender, age, culture, ethnicity, mental health status, sexual orientation, religion or language; and
- (3) ensure the Premises are left secure, clean, orderly and fit for immediate use; and
- (4) Services are performed to a standard of professional care, skill, expertise, judgement and diligence expected of a competent person experienced in providing Services of the type similar to the Services

5.2 Time is of the essence for the supply of the Services.

6. Quality, Description and Title

6.1 The Services must comply with any relevant standard of Standards Australia and be performed in accordance with Good Industry Practices.

6.2 Unless otherwise agreed in writing, the Supplier is completely responsible for the provision, performance and supply of consumables relating to the Services.

- 6.3 All diagrams, equipment or other items provided to the Supplier by UCQ to provide the Services remain UCQ's property and must be delivered to UCQ upon demand or within seven (7) days of completion of the Services or such later date as agreed in writing.
- 6.4 The Goods and/or Services must be fit for purpose for which the Goods and/or Services of the same kind are commonly supplied or bought and for any other purpose which UCQ makes known to the Supplier.
- 6.5 Any Goods must be of merchantable quality and, unless otherwise specified, must be new.
- 6.6 Unless otherwise agreed, title to Goods passes to UCQ upon payment of the Price for the Goods. Risk in Goods does not pass to UCQ until the Goods are delivered, and if required, properly installed.

7. Reporting

- 7.1 The Supplier must provide, at UCQ's request, activity reports including written records on the performance of Services which must include itemised visit detail for each service recipient, specifying the Service delivered, the service recipient, the location in which the Services were delivered, the date and duration (hours) of service and agreed total cost (or cost per hour of service). The Supplier must also notify UCQ if the Supplier believes a Client would benefit from alternative or additional Services of the type supplied by the Supplier, however, when providing this notification, the Supplier must not engage in any marketing or advertising of its Services to UCQ. This benefit would generally have to relate to the Client's current condition. UCQ is not obliged to engage the Supplier to provide any additional or alternative Services.
- 7.2 If reasonably requested by UCQ, the Supplier Representative must attend regular meetings arranged by UCQ to review the performance of the Services.
- 7.3 The Supplier acknowledges that UCQ may carry out from time to time an audit or review of the Supplier's performance of its obligations under this Agreement including through observation of the work undertaken by the Service Provider and its Personnel, feedback from Clients, review of the Supplier's records and by any other means.
- 7.4 The Supplier must comply with any request by UCQ regarding any audit or review, including to promptly supply to UCQ any information and documents requested by UCQ in connection with any such audit or review.
- 7.5 The Supplier must promptly provide to UCQ evidence (via the Compliance System) to the satisfaction of UCQ, of:
 - a) Any relevant qualifications, experience and skills, which are necessary for the Supplier and its Personnel to have in order to properly perform the Services to the standard required under this Agreement
- 7.6 At any time during the performance of the Services, UCQ may inspect or witness tests on the Services or their results.

8. Price and Invoicing

- 8.1 UCQ agrees to pay the Supplier the Price for the Goods and/or Services as negotiated with UCQ in the Service Engagement Form.
- 8.2 Unless otherwise stated, the Price is inclusive of all costs incurred by the Supplier in the performance of the Services including all charges for insurance and the cost of any Goods used or supplied with the Services. The Price is also inclusive of all Taxes except GST.
- 8.3 Unless agreed otherwise, all invoices issued by the Supplier must be issued to the UCQ entity or facility that requested the Services and must be submitted at the completion of the performance of the Services at the end of each calendar month, whichever is the earlier.
- 8.4 The Supplier must not issue an invoice for Services where the Supplier or the Client has or will claim a Medicare rebate for the Services, unless the amount claimed relates to "out of pocket" costs and this amount is clearly marked on the invoice.
- 8.5 When submitting an invoice, the Supplier must also provide UCQ with all relevant records to enable UCQ to calculate and/or verify the amount of the invoice (including detailed timesheets if required).

- 8.6 Subject to the Supplier not being in breach of this Agreement, UCQ will pay all invoices rendered under the General Terms and Conditions clause 8.3 within thirty (30) days of invoice date month end (30 EOM), except where UCQ disputes the invoice, in which case:
- (1) UCQ will pay the undisputed portion of the relevant invoice (if any) and dispute the balance; and
 - (2) if the resolution of the dispute determines that UCQ must pay an amount to the Supplier, UCQ will pay that amount upon resolution of that dispute.
- 8.7 No interest will be payable by UCQ in respect of any invoice rendered to UCQ under the General Terms and Conditions clause 8.3 which remains due and unpaid.
- 8.8 UCQ may set off against the Price any amount for which the Supplier is liable or may become liable to UCQ in relation to this Agreement, including costs, charges, damages and expenses. This does not limit UCQ's right to recover those amounts in other ways.
- 8.9 Any money payable to the Supplier will be paid in Australian currency.
- 8.10 If this Agreement involves the supply of Services on a cost plus or per hour basis, UCQ has the right to conduct an audit of the basis of the Supplier's charges using the Supplier's records. This right continues for 12 months after UCQ pays the relevant invoice.
- 8.11 The Supplier must retain records (including Client records) for a period of seven (7) years from when the record was made or produced and must provide a copy of such records to UCQ, upon receipt of any reasonable request to do so.

9. Contract Representative

- 9.1 A Contract Representative has the authority to request Services, give directions (including requesting a change to the Supplier's Personnel providing a Service) and carry out other functions under the Agreement on behalf of UCQ. The Contract Representative does not have authority to amend the terms of this Agreement.
- 9.2 The Supplier must comply with directions of the Contract Representative on all matters relating to the Agreement. Directions may be given in writing or given verbally.

10. Warranties

- 10.1 The Supplier warrants that:
- (1) it has the power to execute, deliver and perform its obligations under this Agreement and all necessary corporate and other action has been taken to authorise the execution, delivery and performance;
 - (2) it has the necessary qualifications, expertise, experience and capability including sufficient and competent supervisors and other Personnel to provide the Services efficiently in accordance with the Agreement;
 - (3) prior to the Commencement Date, it will obtain all necessary Licences;
 - (4) it shall comply with all relevant Laws as applicable from time to time when providing the Services;
 - (5) it will provide a safe system of work for the Supplier's Personnel;
 - (6) the Services and the results of the Services will be rendered with due care and skill and be of high quality and workmanship to a standard equal or better than Good Industry Practice; and
 - (7) UCQ's or a Client's use of Goods and/or Services will not infringe any Intellectual Property Rights.
- 10.2 If, during the Warranty Period, UCQ find any of the Goods and/or Services to be supplied contrary to the terms of this Agreement, UCQ may, at UCQ's option, request the Supplier to replace the Goods or re-perform the Services or arrange for the Services to be re-performed by a third party.
- 10.3 The Supplier agrees to, at the Supplier's cost to replace the Goods or re-perform such Services or reimburse UCQ for any expenses UCQ incur in arranging for such Services to be re-performed by a third party.
- 10.4 The remedies provided in this clause do not exclude any other remedies provided by Law.

11. Modern Slavery

- 11.1 The Supplier will ensure Personnel responsible for managing the operations and supply chains used in the performance of the Agreement have undertaken suitable training to be able to identify and report Modern Slavery.
- 11.2 In performing its obligations under this Agreement, the Supplier must and must ensure all of its agents, contractors and sub-contractors:
- (1) comply with all applicable laws, statutes, regulations in force from time to time, including but not limited to the *Modern Slavery Act 2018* (Cth); and
 - (2) take reasonable steps to ensure that there is no Modern Slavery in the Supplier's agents, contractors and/or sub-contractors supply chains or in any part of their business.
- 11.3 The Supplier represents and warrants that:
- (1) it conducts its business in a manner that is consistent with the principles of the *Modern Slavery Act 2018* (Cth);
 - (2) neither the Supplier, nor any of its officers, employees or other persons associated with the Contractor:
 - (a) has been convicted of any offence involving Modern Slavery; and
 - (b) having made reasonable enquiries, to the best of its knowledge has been or is the subject of any investigation, inquiry or enforcement proceedings by any Governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with Modern Slavery.
- 11.4 The Supplier shall implement due diligence procedures for its own contractors/sub-contractors, agents, and other participants to ensure that there is no Modern Slavery in its supply chains.
- 11.5 To assist UCQ in conducting its due diligence with respect to the Supplier's compliance with the *Modern Slavery Act 2018* (Cth), UCQ may request the Supplier to provide information and/or complete surveys relating to its supply chain and the conduct of its business generally.
- 11.6 The Supplier shall notify UCQ as soon as it becomes aware of any actual or suspected Modern Slavery in a supply chain, which has a connection with this Agreement.

12. Supplier Code of Conduct

- 12.1 In performing its obligations under this Agreement, the Supplier, its agents, contractors, and subcontractors, shall ensure that they will:
- (1) Comply with the Supplier Code of Conduct; and
 - (2) Notify UCQ, in writing, within 10 Business Days, of non-compliance with the Supplier Code of Conduct.
- 12.2 To assist UCQ in conducting its due diligence with respect to the Supplier's compliance with the Supplier Code of Conduct, UCQ may request the Supplier to provide information and/ or complete surveys relating to the conduct of its business generally.
- 12.3 UCQ requires the Supplier to provide confirmation of their compliance with the Supplier Code of Conduct each annum.

13. Insurance

- 13.1 Before commencing the Supply under this Agreement, the Supplier must effect and maintain on terms acceptable to UCQ, including without limitation, the policy limits, for the duration of the performance of the Services, and if applicable the Warranty Period, the following:
- (1) a comprehensive public and products liability policy to cover all sums which the Supplier may become legally liable to pay as compensation consequent upon:
 - (a) death of, or bodily injury (including disease or illness) to, any person; and
 - (b) loss of, or damage to, property, happening anywhere in Australia arising out of or in connection with this Agreement. The limit of liability provided by this policy must be not less than \$20 million for any one claim

and in the aggregate, and such policy must include a principal's indemnity clause in favour of UCQ;

- (2) if the Supplier provides professional services, professional indemnity insurance for an amount not less than \$10 million for any one claim and in the aggregate or such other amount required by UCQ in writing;
- (3) in respect of any vehicles brought onto a Premises, third party property damage motor vehicle insurance for an amount not less than \$20 million for any one claim or in the aggregate or such other amount required by UCQ in writing;
- (4) insurance in respect of all claims and liabilities arising, whether at common law or under statute relating to workers compensation or employer's liability, from any accident or injury to any person employed by the Supplier in connection with this Agreement and the Supplier must ensure that all sub-contractors are similarly insured in respect of their employees. This insurance must comply with the Laws of the relevant jurisdiction in which the Services are to be carried out;
- (5) a policy of insurance against any and all liability, loss and damage of any kind whatsoever (including consequential loss) arising directly or indirectly from the use, non-use, failure, breakage or any other act, omission or matter arising in respect of any equipment, tools, appliances or other property owned, rented or hired by the Supplier to give effect to the supply of Services; and
- (6) other insurances required by Law or reasonably required by UCQ.

13.2 Before commencing the Services, the Supplier is to provide UCQ via the Compliance System with certificates of currency confirming that the requested insurances in 13.1 have been obtained.

13.3 The Supplier must notify UCQ immediately of any cancellation of a relevant insurance policy and of any change to the policy which affects UCQ's interests.

13.4 If any event occurs which may give rise to a claim involving UCQ under any policy of insurance to be taken out by the Supplier under this clause then the Supplier must:

- (1) Notify UCQ within 10 Business Days of that event; and
- (2) ensure that UCQ is kept fully informed of any subsequent actions and developments concerning the relevant claim.

13.5 At UCQ's request, the Supplier must produce evidence that the Supplier is maintaining the insurances required by this clause.

14. Liabilities and Indemnities

14.1 UCQ will not be liable to the Supplier (whether in tort or in contract) for or in respect of any loss or damage of any kind whatsoever arising directly or indirectly from any act or omission (excluding gross negligence or fraud) on UCQ's part or on the part of any of UCQ's Personnel in connection with or relating to this Agreement. Further, UCQ will not be liable for consequential loss in any circumstances.

14.2 To the extent permitted by law the Supplier acknowledges that if the Supplier (or its Personnel) enters the Premises, the Supplier will do so at the Supplier's own risk. The Supplier must ensure that the Supplier's Personnel are also aware that they enter each Premises at their own risk.

14.3 The Supplier will be liable for and will indemnify UCQ and keep UCQ indemnified from and against liability and/or loss or damage arising from:

- (1) any breach by it of any warranty or any terms and conditions of this Agreement;
- (2) the illness, injury or death of any of the Supplier's Personnel arising out of or in connection with this Agreement;
- (3) any loss or damage arising out of, or in connection with, any personal injury, illness or death to any person or damage to any property or any other loss or damage of any kind whatsoever caused or contributed to by:
 - (a) the Goods and/or Services; and/or
 - (b) the entry onto, and the activities undertaken on and in a Premises by the Supplier and/or the Supplier's employees, agents, contractors and/or sub-contractors;

- (c) any negligence or wilful act or omission by the Supplier and/or any of the Supplier's Personnel in connection with this Agreement;
- (d) any claim made against UCQ by any of the Supplier's Personnel in respect of any relevant Law concerning income tax, workers compensation, or any applicable award, determination or agreement of a competent industrial tribunal;
- (e) any penalty imposed for breach of an applicable Law in connection with the performance of the Services;
- (f) any claim that the Services or the results of the Services, anything the Supplier does in supplying UCQ with the Goods and/or the Services, or UCQ's use of the Goods or the results of the Services infringes or allegedly infringes the Intellectual Property Rights of any person.

14.4 Each indemnity in this Agreement survives the expiry or termination of this Agreement.

14.5 Every exemption, limitation, defence, immunity or other benefit contained in this Agreement to which UCQ is entitled will also be held by UCQ on trust for the benefit of, and will extend to protect, each of UCQ's employees, agents, contractors and sub-contractors (excluding the Supplier, its employees, agents, contractors and sub-contractors) and their employees, agents, contractors and sub-contractors (excluding the Supplier, its employees, agents, contractors and sub-contractors).

15. Compliance

15.1 If the Supplier is providing aged care services subsidised (in whole or in part) by the Australian Government, it is required to comply with the requirements of the *Aged Care Act 1997* including ensuring its Personnel who have, or are reasonably likely to have, access to care recipients, have at all times a current National Criminal History Record Checks (or a National Police Certificate) and if required, complete a statutory declaration in accordance with the *Accountability Principles 1998* (Cth).

15.2 National Criminal History Record Checks are not to be more than three (3) years from the date of its issue.

15.3 The Supplier acknowledges that it will not permit its employees, contractor, subcontractors or consultants access to the aged care service if the police certificate or statutory declaration identifies one of the following convictions:

- (1) conviction of murder or sexual assault; or
- (2) conviction of, and sentenced to imprisonment for, any other form of assault.

15.4 Prior to commencing any Services, the Supplier must provide a copy of Police Certificate and required statutory declarations of its Personnel to UCQ.

15.5 If the Supplier provides Services where children or young people are present and the Services fall into a category of either regulated employment or regulated businesses under the *Working with Children (Risk Management and Screening) Act 2000* (Qld) and the *Working with Children (Risk Management and Screening) Regulation 2000* (Qld), then prior to commencing any Services, the Supplier's Personnel are required to hold a Blue Card or valid Exemption Card from Blue Cards Services. Upon request from UCQ, by written notice, the Supplier must provide to UCQ a copy of evidence of compliance by its Personnel in accordance with this clause 15.

15.6 If the Supplier provides Services to persons with disability who are funded by the Queensland Government or who are funded by the National Disability Insurance Scheme or a Risk Assessed Role within UCQ or where there will be more than incidental contact with a person with disability, then prior to commencing any Services, the Supplier's Personnel are required to hold a valid Yellow Card or NDIS Worker Screening Clearance, sufficient for the respective Clients with whom the Services are being provided, in accordance with the requirements of the *Disability Services Act 2006 (Qld)* / *National Disability Insurance Scheme (Practice Standards – Worker Screening) Rules 2018* (Cth). Upon request from UCQ, by written notice, the Supplier must provide to UCQ a copy of evidence of compliance by its Personnel in accordance with this clause 15.

15.7 UCQ is not responsible for the cost of the Supplier complying with this clause.

16. Taxes

16.1 Subject to the General Terms and Conditions clause 16.2, the Supplier is responsible for the payment of any Taxes levied on, in respect of, or in relation to, the Goods and/or Services and must provide on

demand documentary evidence of the payment of any such Taxes. Such Taxes include but are not limited to:

- (1) All Taxes, duties, imposts, tariffs, levies and fees of any description imposed by reason of the supply of the Goods and/or Services or this Agreement; and
- (2) Employment taxes and contributions imposed by applicable Law or regulations.

- 16.2 The Supplier must either satisfy UCQ that payments made by UCQ to the Supplier for Services are exempt from the prescribed payments system or provide duly completed deduction forms when submitting an invoice to UCQ.
- 16.3 Unless otherwise stated, the amounts set out in this Agreement have been calculated without regard to GST. If GST is imposed on any Supply made by the Supplier under or in connection with this Agreement, the Supplier may, subject to satisfactory compliance with the General Terms and Conditions clauses 16.4 and 16.5, recover from UCQ in addition to the Price stated elsewhere in this Agreement, an amount on account of GST calculated by multiplying the Price stated elsewhere by the prevailing GST rate. Any additional payment due for GST under this clause must be paid at the same time as the payment for the underlying supply.
- 16.4 Regardless of the time of any taxable supply made by the Supplier, it must provide a tax invoice no later than 7 days after the occurrence of an event that causes the Supplier's GST liability in respect of a taxable supply to be attributed to a particular tax period. Where an adjustment event (as defined in the GST law) has occurred in relation to any supply by the Supplier under this Agreement, it must provide an adjustment note to UCQ no later than 7 days after that adjustment event.
- 16.5 If any monies paid or payable by the Supplier to UCQ under any other clause of this Agreement are regarded, under the GST law, as consideration (in whole or part) for a taxable supply made by UCQ, the Supplier must pay UCQ an additional amount on account of GST calculated by multiplying the said monies by the prevailing GST rate.
- 17. Termination for Cause**
- 17.1 UCQ may terminate this Agreement by giving written notice to the Supplier if the Supplier:
- (1) breaches the terms and conditions of the Agreement;
 - (2) fails to perform the Services in accordance with the Agreement;
 - (3) uses, publishes or causes to be published UCQ logos without consent in writing of UCQ to do so;
 - (4) in breach of the General Terms and Conditions clause 13 fails or refuses to obtain or maintain the required insurances;
 - (5) fails or refuses to comply with a direction from UCQ or the UCQ Representative;
 - (6) engages in any activity which might conflict with UCQ's interest under this Agreement or which might be detrimental to UCQ's reputation;
 - (7) the Supplier is found to have given any bribe or gratuity, bonus, or discount of any sort to any officer, employee or agent of UCQ; or
 - (8) is Insolvent.
- 17.2 If UCQ terminates the Agreement pursuant to the General Terms and Conditions clause 17.1, the Supplier shall be indebted to UCQ for the loss, cost and damage incurred by UCQ as a consequence of the breach and the termination.
- 17.3 On termination of this Agreement:
- (1) UCQ must, within fifteen (15) Business Days of the date of the notice of termination, pay the Supplier the amount due to the Supplier less the likely amount of any damages which may be due pursuant to the General Terms and Conditions clause 17.2; and
 - (2) except as set out in the General Terms and Conditions clause 17.3, the Supplier is not entitled to any other payment, including for any loss of profit or other consequential costs, losses or damage.
- 17.4 UCQ's rights under this clause are without prejudice to any rights or remedy at Law which has accrued or may accrue in favour of UCQ under this Agreement or otherwise at Law.

18. Termination for Convenience

- 18.1 Notwithstanding any other provision of this Agreement, UCQ may at its sole convenience, terminate this Agreement by giving thirty (30) days written notice to the Supplier. Upon receipt of a termination notice, the Supplier must cease to provide the Services and mitigate the Supplier's costs.
- 18.2 If UCQ terminates the Agreement under this clause, UCQ's liability to the Supplier in relation to this Agreement shall be limited to the amounts already owing pursuant to this Agreement for Services performed to the date of termination and any reasonable expenditure incurred prior to termination which is directly attributable to the supply of the Services not otherwise recoverable by the Supplier from third parties.

19. Force Majeure

- 19.1 If either Party is prevented from performing any of its obligations under this Agreement by a Force Majeure Event, then it must notify the other party in writing of the occurrence and circumstances of the Force Majeure Event as soon as reasonably practicable, and in any event, within 3 days after the occurrence of the event.
- 19.2 The Party affected by the Force Majeure Event (the **Affected Party**) must use all reasonable efforts (including the expenditure of a reasonable sum of money) to mitigate the effect upon its performance of this Agreement and to fulfil its obligations under this Agreement.
- 19.3 Upon receipt of a notice, UCQ may request the Supplier supply the Services on a mutually agreed alternative date or location or may terminate the Agreement.
- 19.4 Where a Force Majeure Event is encountered each Party must bear its own costs and any additional costs incurred as a result of the event, without recourse to the other and neither Party will be entitled to any additional payment on account of the Force Majeure Event;
- 19.5 If UCQ elects to terminate the Agreement as a result of a Force Majeure Event, then neither Party will have any claim for compensation against the other Party arising from the termination of the Agreement pursuant to this clause.

20. Health and Safety

- 20.1 The Supplier must ensure that it and its Personnel observe at all times safe work practices and that any Services are performed in accordance with the Law, Good Industry Practice and in accordance with any of UCQ's safety procedures and policies. Where necessary, the Supplier must consult with UCQ in relation to work health and safety duties and obligations.
- 20.2 For the avoidance of any doubt, the Supplier is responsible for ensuring that its Personnel have undertaken any necessary hazard awareness training for the Services and supplied suitable and appropriate protective clothing and personal protective equipment for undertaking the Services.
- 20.3 In the event that, while carrying out Services, the Supplier's Personnel are involved in an accident, injury or incident relating to health and safety, the Supplier must notify the supervisor for the Services immediately and as soon as possible thereafter, notify UCQ. In so notifying, the Supplier must provide all details as UCQ may require.
- (1) facts surrounding the accident/incident;
 - (2) nature of the injury, damage or loss;
 - (3) equipment and details of the employees, agents, contractors and/or sub-contractors involved;
 - (4) any further details that may be required for the purposes of an investigation of the accident, injury or incident.
- 20.4 The Supplier must ensure that risk assessments are conducted for risks to health and safety to the Personnel and to any other person in respect of the provision of the Services. The Supplier is to ensure that control measures are in place to eliminate, prevent or minimise those risks (as applicable) to the extent reasonable practicable. Upon request from UCQ, by written notice, the Supplier must provide to UCQ a copy of evidence of compliance by its Personnel in accordance with this clause 20.

21. Dispute Resolution

- 21.1 If a dispute concerning the terms or intention of this Agreement arises, it must be referred, in the first instance, to the Contract Representative for UCQ in an attempt to amicably settle the dispute by negotiation.

- 21.2 If the process in the General Terms and Conditions clause 21.1 above is unsuccessful, the matter should be referred to a level of senior management of the Parties for a further attempt to resolve the dispute amicably.
- 21.3 If the process in the General Terms and Conditions clauses 21.1 or 21.2 above are unsuccessful, the dispute must be referred to mediation before either Party commences any court or arbitration proceedings, other than an injunction.
- 21.4 A mediation under the General Terms and Conditions clause 21.3 above must be conducted under the then current Resolution Institute (**Institute**) Mediation Rules. The Parties may agree to nominate a mediator at the request of any Party to do so. Failing agreement between the Parties to nominate a mediator, the President of (or person holding the equivalent position in) the Institute is to nominate a mediator.
- 21.5 The Parties agree to use reasonable endeavours to resolve the dispute by mediation.

22. Liability for Subcontractors

- 22.1 The Supplier must not engage any subcontractors or agent to perform any or all of its obligations under this Agreement without the prior written consent of UCQ.
- 22.2 The Supplier must ensure that any subcontractor or agent it engages in connection with this Agreement complies with all of the terms of this Agreement and must indemnify and keep UCQ indemnified against any loss or damage arising out of the performance or non-performance by any of its subcontractors or agents.
- 22.3 The Supplier's responsibilities or obligations under this Agreement are not lessened or otherwise affected by subcontracting the performance of those obligations or UCQ giving, or failing to give, its consent under the General Terms and Conditions clause 22.1.
- 22.4 The Supplier must ensure that all subcontractors or agents engaged to perform any Services or other obligations under this Agreement adequately address all industrial relations, safety, environmental and other issues relevant to the Services or obligations being subcontracted (including compliance with the Law).

23. Notices

- 23.1 A notice, consent or other communication under this Agreement is only effective if it is in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
- (1) delivered or sent by pre-paid mail to that person's address; or
 - (2) sent by email to that person's email address and a non-delivery receipt is not received by return.
- 23.2 A notice, consent or other communication that complies with the General Terms and Conditions clause 23.1 is regarded as given and received, if it is delivered or sent:
- (1) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (2) after 5.00 pm (local time in the place of receipt) - on the next Business Day; and
 - (3) for pre-paid post, within Australia – 3 Business Days after posting; or
- 23.3 A person's address, facsimile number and email address are those as registered on or as updated on the Compliance System from time to time.

24. Assignment

- 24.1 Subject to the General Terms and Conditions clause 24.2, neither party may assign its rights and/or obligations under this Agreement or otherwise create an interest in its rights under this Agreement without the prior written consent of the other Party.
- 24.2 UCQ may assign, dispose, declare a trust over, or novate any or all of UCQ's obligations or rights under this Agreement at any time to any related entity without the consent of the Supplier.

25. Confidentiality and Privacy

- 25.1 The Supplier shall treat as confidential and shall ensure that its employees treat as confidential, the provision of this Agreement and all information disclosed or made known to the Supplier or its Personnel by UCQ, or acquired or developed during the course or for the purposes of the Agreement, the contents of which is confidential (**Confidential Information**).

- 25.2 The Supplier must ensure that Confidential Information is only disclosed to persons that have a need to know and that its Personnel do not, use or disclose or authorise the use or disclosure of Confidential Information to any person or company without the prior consent in writing by UCQ.
- 25.3 The obligations referred to in the General Terms and Conditions clause 25.2 do not apply to any information that is:
- (1) required to be disclosed for the purposes of implementing the terms of this Agreement;
 - (2) compelled to be disclosed by Law or generally available to the public;
 - (3) disclosure to a legal or professional advisor of the Party for the purpose of obtaining legal or financial advice and the receiving party undertakes not to disclose the information to any other person or entity; or
 - (4) disclosed with the consent in writing of the other Party.
- 25.4 Other than as required by law, upon expiration or termination of this Agreement, the Supplier agrees to return or destroy all Confidential Information or Personal Information provided by UCQ to the Supplier within 3 days of such termination or expiration.
- 25.5 The Supplier:
- (1) acknowledges that UCQ is required to comply with the *Privacy Act 1988* (Cth) and any Law governing privacy or Personal Information (**Privacy Legislation**);
 - (2) acknowledges that it is bound by its obligations under this Agreement even if the Supplier would not otherwise be subject to the Privacy Legislation;
 - (3) must not do any act or engage in any practice that would breach or cause UCQ to be in breach of the Privacy Legislation and specifically any Australian Privacy Principle contained in schedule 1 of the *Privacy Act 1988* (Cth).
 - (4) must establish effective measures to:
 - (a) safeguard Personal Information from unauthorised access, modification, use, loss or disclosure; and ensure that any Personal Information will be held, used and disclosed in a manner consistent with the Privacy Legislation; and
 - (b) ensure accurate and complete records are kept of the Supplier's use, copying and disclosure of Personal Information provided by UCQ;
 - (5) must notify UCQ of any breach or potential breach of the Privacy Legislation by the Supplier;
 - (6) must not disclose or transfer any Personal Information, provided by UCQ, overseas without first obtaining UCQ's prior written consent; and
 - (7) must comply with UCQ's privacy policy, contained at <https://www.unitingcareqld.com.au/about-us/governance/privacy-policy> and must direct any of its Personnel, whose Personal Information is collected by UCQ in accordance with the terms of this Agreement (such as, information in Police Checks) to this policy; and
 - (8) must ensure that its terms and conditions for engaging employees or subcontractors, so far as possible, authorise the Supplier to disclose to UCQ, and UCQ to collect and use, Personal Information about these employees and subcontractors if required for the purposes of the Agreement.
- 26. Advertising and Conflict of Interest**
- 26.1 The Supplier must not release any advertising or promotional material using the name or logo of UCQ without UCQ's written approval.
- 26.2 The Supplier must ensure that it and each of its Personnel have no conflict of interest preventing them from properly and confidentially performing their obligations under this Agreement. Should a conflict of interest or a potential conflict of interest exist or arise, the Supplier must immediately advise UCQ.
- 27. General**
- 27.1 **Governing Law.** This Agreement is governed by the law in force in Queensland and each Party submits to the courts exercising jurisdiction in Queensland for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

- 27.2 **Costs and Outlays.** Each party must pay its own costs and expenses incurred in negotiating, executing, stamping, registering and performance of this Agreement.
- 27.3 **Tools and Equipment.** Unless otherwise stated, the Supplier will supply all consumables, materials, labour, tools and equipment necessary to perform and complete the Services in accordance with the Agreement and the Supplier acknowledges that the cost of that supply is included in the Price.
- The Supplier will Test and Tag all personally owned electrical equipment used on any Premises controlled by UCQ as required by Law, or at a minimum, annually to the standards of Standards Australia.
- UCQ accepts no responsibility for theft, loss or damage to the Supplier's equipment, consumables, materials, books, instruments, tools, computers, software, vehicles and the like, whether such theft, loss or damage occurs on any Premises or otherwise.
- 27.4 **Giving Effect to this Agreement.** Each party must promptly at its own cost do anything (including executing and if necessary delivering any document), and must ensure that its employees and agents do anything, that the other Party may reasonably require to give full effect to this Agreement and enable the Parties to fulfil their obligations under the Agreement.
- 27.5 **Relationship.** The relationship between the Parties will be that of principal and independent contractor and neither the Supplier nor any of its Personnel will be deemed to be an employee or representative of UCQ.
- 27.6 **Waiver of Rights.** A right may only be waived in writing, signed by the party giving the waiver, and:
- (1) no other conduct of a Party (including a failure to exercise, or delay in exercising, the right) operates as an election or a waiver of the right or otherwise prevents the exercise of the right;
 - (2) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again;
 - (3) the exercise of a right does not prevent any further exercise of that right or of any other right; and
 - (4) a waiver is not effective unless it is in writing.
- 27.7 **Severability.** If any provision of this Agreement is unenforceable or void, then it is to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.
- 27.8 **Precedence.** The documents comprising this Agreement take precedence in the following order:
- (1) Schedule 1 -Special Conditions;
 - (2) General Terms and Conditions of Agreement;
 - (3) Agreement Particulars;
 - (4) Schedule 2 – Scope of Services;
 - (5) Schedule 3 – Pricing.
- 27.9 **Variation.** Any amendment or variation to this Agreement is not effective unless it is in writing and signed by all of the Parties.
- 27.10 **Counterparts.** The Agreement may be executed in counterparts. All executed counterparts constitute one document.
- 27.11 **Entire Agreement.** This Agreement contains the entire agreement between the Parties about its subject matter. Any previous understanding, agreement or representation relating to that subject matter is replaced by these documents and has no further effect.
- 27.12 **Inconsistency.** Subject to the General Terms and Conditions clauses 3.5(4) and 3.5(5), (4) above if this Agreement is inconsistent with any other document or agreement between the parties in respect of the Goods and/or Services (including the Service Engagement Form) this Agreement prevails to the extent of the inconsistency.
- 27.13 **Attorneys.** Each person who executes this Agreement on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

SCHEDULE 1 – SPECIAL CONDITIONS - COMMUNITY FUNDING

1. Services funded by the Department of Health including the Commonwealth Home Support Programme (CHSP).

- 1.1. If the Supplier is providing Services partially or fully funded under the above programs, the Supplier must comply with the additional terms and conditions in this section. Compliance with these additional terms and conditions is required because the Supplier is deemed to be a “subcontractor” under UCQ’s Funding Agreements with the Commonwealth Government (**Commonwealth**) which incorporate the *Commonwealth Standard Grant Conditions* (the **Aged Care Services Agreement**).
- 1.2. Accordingly, the Supplier acknowledges and warrants that:
 - (1) it is a subcontractor under the Aged Care Services Agreement and will comply with the terms of the Aged Care Services Agreement as if it was a party to that Agreement;
 - (2) UCQ is authorised to provide written notice of the name and details of the Supplier and the nature of this Agreement to the Commonwealth;
 - (3) UCQ remains responsible to the Commonwealth for the performance of its obligations under the Aged Care Services Agreement, including in relation to any tasks undertaken by subcontractors however, this does not relieve the Supplier of its obligations, warranties and indemnities as set out in this Agreement;
 - (4) if any terms and conditions of the Aged Care Services Agreement contradict or are in conflict with this Agreement, then the terms and conditions of the Aged Care Services Agreement prevail;
 - (5) this Agreement or any Services may be terminated immediately by UCQ if the Commonwealth does not provide its consent or withdraws its consent for the Supplier.
- 1.3. The Supplier must comply and ensure its Personnel comply with the Commonwealth Home Support Programme (CHSP) Manual, located at: <https://www.health.gov.au/resources/publications/commonwealth-home-support-programme-chsp-manual>

2. Services funded under the Home Care Packages Program

- 2.1. If the Supplier is providing Services partially or fully funded under the above program, then the Supplier must comply with the following additional terms and conditions in this section.
- 2.2. The Supplier agrees that where it is notified by UCQ that a Client is being provided with a funding package on a “Self Managed” basis, the Client (or his or her representative) may contact the Supplier directly and schedule appointments or negotiate variations or additional terms and conditions to this Agreement. In the event that this occurs, the Supplier must always advise UCQ and seek consent from UCQ prior to agreeing to any substantive variation to the Services or undertaking Services requested directly by UCQ. UCQ’s consent will not be unreasonably withheld provided that the Client’s request is reasonable having regard to the UCQ’s regulatory responsibilities and the funding available to the Client.
- 2.3. The Client may also request its package be suspended or a change to the Supplier or its Personnel. In the event of such a request is made, then, at no cost to UCQ, the Services may be suspended or terminated by UCQ or the Supplier must immediately change additional Personnel (as the case may be).
- 2.4. All Services must be invoiced monthly or as reasonably requested by UCQ in order to facilitate UCQ’s compliance to provide monthly statements of income and expenditure.
- 2.5. The Supplier must comply with the **Home Care Packages Program Operational Manual**, located at: <https://www.health.gov.au/resources/publications/home-care-packages-program-operational-manual-a-guide-for-home-care-providers>

3. Quality and Compliance

- 3.1. In addition to the above requirements, when providing any Services funded by the Commonwealth, the Supplier will undertake the Services and ensure its Personnel undertake the Services in accordance with and facilitate UCQ’s compliance with, where appropriate:
 - (1) Charter of Aged Care Rights located at: <https://www.agedcarequality.gov.au/consumers/consumer-rights>

(2) Aged Care Quality Standards:

<https://www.agedcarequality.gov.au/providers/standards>

(3) Aged Care Worker Screening Guidelines, located at:

<https://www.health.gov.au/resources/publications/aged-care-worker-screening-guidelines>

3.2 The Supplier must make themselves reasonably available and participate if requested during reviews carried out by the Aged Care Quality and Safety Commission (or other relevant Authority) against the Aged Care Quality Standards. If the Principal is requested by an Authority to produce information and this information is in the possession or control of the Service Provider or its Personnel, the Service Provider must produce that information to the Principal within the timeframe specified.

4. Services funded by the Commonwealth Government as represented by the Department of Veterans' Affairs (DVA); the Repatriation Commission and/or the Military Rehabilitation and Compensation Commission, Community nursing services and the Provision of allied health programs

4.1. If the Supplier is providing Services partially or fully funded under any of the above programs, then the Supplier must comply with the following additional terms and conditions in this section.

4.2. The Supplier must:

- (1) provide UCQ with all information requested by the DVA in relation to this Agreement or any other arrangement upon receipt of a request from the DVA.
- (2) notify UCQ if it or one of its Personnel has their right to practice cancelled;
- (3) ensure that its staff are entitled to work in Australia;
- (4) not access "security classified information" as designated by the DVA unless they obtain the prior written consent of UCQ and agrees to be bound by any additional terms and conditions as reasonably required by UCQ.
- (5) undergo any security or police checks as requested by UCQ from time to time.

4.3. The Supplier and its Personnel must comply with, where appropriate;

- (1) the Terms and Conditions for the Provision of Community Nursing Services located at:
<https://www.dva.gov.au/providers/health-programs-and-services-our-Clients/community-nursing-services-and-providers>
- (2) the DVA's Service Charter located at:
<https://www.dva.gov.au/documents-and-publications/dva-service-charter>
- (3) the Privacy Act 1988 and any policies of the Federal Privacy Commissioner and DVA directions in relation to the management of Personal Information.

5. Services funded by the Queensland Government Department Communities, Housing and Digital Economy - including the Queensland Community Support Scheme (QCSS).

5.1. If the Supplier is providing Services partially or fully funded by the Queensland Government, then the Supplier must comply with the following additional terms and conditions in this section. Compliance with these additional terms and conditions is required because the Supplier may be deemed to be a "subcontractor" under UCQ's Funding Agreements with the Department which incorporates the Queensland Government Standard Terms.

5.2. The Supplier agrees to comply with the Terms and conditions set out in UCQ's Service Agreement including Queensland Government Standard Terms located at
https://www.hpw.qld.gov.au/_data/assets/pdf_file/0006/4020/updateserviceagreementstandardterms.pdf

5.3. Further, the Supplier specifically agrees:

- (1) it may be considered a subcontractor under the Agreement and will comply with the Standard Terms of the Agreement as if it was a party to that Agreement;
- (2) UCQ is authorised to provide written notice of the name and details of the Supplier and the nature of this Agreement to the Queensland Government;

- (3) UCQ remains responsible to the Queensland Government for the delivery of the Services under the Services Agreement, including in relation to any tasks undertaken by subcontractors however, this does not relieve the Supplier of its obligations, warranties and indemnities as set out in this Agreement;
- (4) Prior to the Supplier undertaking any Services which are funded (in whole or in part), the Queensland Government is to provide its consent to the subcontracting of the Services to the Supplier. In the event that consent is given on terms and conditions, the Supplier must comply with those terms and conditions.
- (5) In the event that the Queensland Government revokes its consent to the Supplier providing Services under this Agreement, the Supplier acknowledges that UCQ can immediately terminate the Supplier at no cost. In these circumstances, the Supplier is required to comply with all reasonable directions given by UCQ regarding its termination and transition of the Services.
- (6) The Supplier must perform the Services in accordance with the requirements of, where applicable:
 - (a) Queensland Community Support Scheme practice manual: <https://www.business.qld.gov.au/industries/service-industries-professionals/service-industries/community-services/support-scheme-resources>;
 - (b) Human Services Quality Standards located at <https://www.dsdsatsip.qld.gov.au/our-work/human-services-quality-framework>;
 - (c) any other standards, manuals or documents referred to or contemplated by the funding programs, including the Queensland Department of Communities' Critical Incident Reporting Policy available at: <https://www.dsdsatsip.qld.gov.au/resources/dsdsatsip/disability/service-providers/critical-incident-policy.pdf>

6. Subcontractor Services/Tasks or Service Groups Submitted for Consent:

- 6.1. Upon engagement and where applicable, the Supplier will be provided with a list of Services or Tasks which have been submitted for the State or Commonwealth Government's consent for the Supplier to provide to UCQ. Any changes or additional services provided by the Supplier to UCQ not included on this list must be submitted for further consent. These changes and additions must be notified to UCQ within with 10 days from occurring.

7. Non-Solicitation of Clients:

- 7.1 The Supplier must not and, and ensure that its Personnel do not:

- (a) during the Term of this Agreement; and
- (b) for a period of 3 months after the expiration or termination of this Agreement

solicit or attempt to entice away or interfere or attempt to interfere in any way with the provider relationship between UCQ and any Client who, at any time during the Agreement Term the Supplier provided Services.

8. Clients not responding to scheduled home visit/service:

- 8.1 Suppliers who are unable to gain access to a Client's home for an arranged visit must contact the UCQ Service Manager responsible for arranging the particular Client service/visit as soon as possible. The UCQ Service Manager will facilitate follow up of the reason for the Client's absence. If notified by UCQ's Service Manager, the Supplier may be required to undertake further investigative actions before leaving the Client's premises to avoid any confusion or uncertainty.

SCHEDULE 2 – SPECIFICATIONS

1. Service Engagement Form:

- (1) Once this Agreement is in place each new engagement/individual care recipient (Client) will be engaged by completing the Service Engagement Form stating the care recipients name (Client) or facility name, description of service, any additional scope, duration of service and the agreed cost of the service. This form will be authorised between the UCQ Service Manager and Supplier Representative, under the Terms of this Agreement.

2. Responsibilities:

- (1) It is a requirement that Supplier and their Personnel have the skills, qualifications and experience to properly and competently deliver each Activity. 'Properly and competently' includes delivering each activity safely, in an efficient and organised manner, with a high degree of responsiveness and to a standard that complies with the relevant fund guidelines.

3. Workplace Health & Safety Requirements:

- (1) All UCQ sites (including UCQ residential facilities, hospitals, community care centres and Client's homes) have similar requirements which need to be observed to ensure UCQ's commitment to work health and safety and the safety of its staff/volunteers, Suppliers (includes their employees and subcontractors), visitors and Clients (refers to all Clients) is upheld. These requirements will also ensure that Suppliers adopt a zero harm attitude, while completing their work in a safe and timely manner.
- (2) Before commencing any work with UCQ, all Suppliers must read and accept the UnitingCare Contractor Induction handbook (including any associated workbooks) and understand their obligations to work health and safety as detailed in the handbook. The handbook must be adhered to in conjunction with current legislations (including, but not limited to primary duties as detailed in the Work Health and Safety Act, associated regulations, Codes of Practice or Standards). Where relevant Suppliers must participate and successfully complete a site specific orientation before commencing work or services. The Supplier must provide evidence of health and safety systems relevant to the work to be performed and complete the UnitingCare Contractor Induction handbook and provide copies of there to the relevant UCQ Service Manager or their nominated delegate.
- (3) Suppliers are responsible for reporting and recording any hazards, near misses, illnesses and injuries that occur on site to the UCQ Service Manager, Workplace Health and Safety Officer (WHSO) or Health and Safety Representative.
- (4) Please note: site specific orientations in the Client's home may be a part of the work that the Supplier has been contracted to provide and manage; however the Supplier will be notified by the relevant UCQ Service Manager if this is a requirement of the service.

4. Infection Control:

- (1) Where applicable, all services provided under this Agreement must be provided in accordance with Infection Control Policies as per the National Infection Control Guidelines adopted by the Australian Health Practitioner Regulation Agency or professional associations and UCQ Infection Control Manual.

5. Entry and exit procedures:

- (1) Planned/Scheduled Work for UCQ Sites
 - a) Arrive on site and proceed to the Administration or Security Office, introduce yourself, give a brief outline of what you are there to do. Speak to the UCQ Service Manager if required.
 - b) All Suppliers must sign in on the Contractor Register and attach the UCQ issued identification badge, which must be worn in a clearly visible position at all times while onsite.
 - c) In addition to a Supplier's safety policies and procedures, all Suppliers will undertake work in accordance with the UnitingCare Contractor Induction handbook, site specific orientation information including fire training and in conjunction with current legislations, regulators code of practice and standards.

- d) Complete all UCQ documentation as necessary and provide a handover/update to the UCQ Service Manager as to interventions/changes.
- e) Proceed back to the Administration or Security Office, finalise any relevant documentation, sign out of the Contractor Register, return the identification badge and advise staff that you are leaving.

(2) Planned/Scheduled Work at a Client's Home

- a) Proceed to the front door, introduce yourself and give a brief outline of what you are there to do or confirm the problem raised.
- b) Undertake your work in accordance with the UnitingCare Contractor Induction handbook, site specific orientation information and in conjunction with current legislation.
- c) Complete all UCQ documentation as necessary.
- d) Advise the Client that the work is complete and you are leaving the premises.

(3) Planned/Scheduled Work at the Suppliers premises

- a) Suppliers who provide services to Clients in their own premises have a duty of care to the Client while they are on the premises. The Supplier must act in a professional manner and ensure the premise meets all WPH&S requirements. Any incidents that occur to Clients while at the Supplier premises must be reported to the UCQ Service Manager.

6. Training:

- (1) Any successful Suppliers may be required to participate in basic UCQ training in their own time and at their own expense. This may include UCQ processes, programs, systems, documentation, etc.

7. Systems:

- (1) Suppliers may be required to use UCQ's systems while providing services. Suppliers will be informed of these requirements.

8. Formal Lines of Communication:

- (1) Operational Enquiries: Direct communication is to be between the UCQ Service Manager and the Suppliers representative as nominated on the Service Engagement Form.
- (2) Client Deterioration: The Supplier must notify UCQ's Service Manager as soon as possible of any significant changes in the Client's usual circumstances or condition.
- (3) Incidents and Injuries: The Supplier must notify the UCQ Service Manager as soon as possible of all incidents, injuries or un-mitigated risks to health and safety affecting or likely to affect any person in conjunction with the Services Engaged.
- (4) Feedback and Complaints: The Service Provider must support Clients to provide feedback in connection with the Services Engaged and report any Client complaint to the UCQ Service Manager as soon as reasonably practical.
- (5) At UCQ's request the Supplier must provide reasonable assistance to UCQ and any regulatory authority to investigate and respond to enquiries, incidents and feedback.
- (6) Unresolved Difficulties/Disputes: These are to be dealt with within a tiered process. Failure to resolve the issue at one level will require the Parties to progress to the next level. The tiers are as follows:

Supplier	UCQ
1. Supplier Representative	1. Service Manager
2. Immediate Supervisor	2. General Manager
3. Supplier Management	3. Group Procurement Category Manager

- (7) All ongoing or significant contractual issues must be reported to the UCQ Group Procurement Department via procurement@ucareqld.com.au.

9. Key Performance Indicators:

- (1) Supplier performance during the Term of the Agreement will be monitored using the below listed Key Performance Indicators as a guide:
 - a) Service delivered on time and within the allocated contracted hours as requested by the facility.
 - b) Number of non-conformance forms received over a six month period.
 - c) Documentation for assessment, reviews and treatment of Clients completed as per UCQ documentation and other UCQ Service Manager requirements (using UCQ Documentation Tools, provided by the facility).
 - d) Invoices received are correct and within the relevant time frames.
 - e) Client surveys (where applicable).
- (2) Key Performance Indicators may be modified during the Term of the Agreement.

10. Non-conformance:

- (1) UCQ Service Manager will document any contractual or performance issues during the Term of the Agreement by submitting a non-conformance to UCQ Group Procurement. UCQ Group Procurement will monitor these forms, with any serious or ongoing non-conformance issues to be followed up directly with the Supplier for resolution.

11. Seeking Further Clarification:

- (1) Suppliers may contact the UCQ Service Manager regarding any clinical or operational queries they may have via email. If the UCQ Service Manager is unable to assist, particularly where the issue relates to policy or practice, the query will be forwarded to UCQ Group Procurement to seek clarification and provide clarification as soon as practical.

12. Travel:

- (1) No travel will be charged, except where large distances are travelled in rural and remote areas. This Travel payment will be negotiated on a case by case basis and must be agreed to before services commence. Accommodation and meal allowance will also be negotiated where applicable.

13. UCQ Fleet Vehicles:

- (1) Suppliers using UCQ vehicles must comply with all relevant UCQ policies and procedures in respect to the vehicle.
- (2) Suppliers using UCQ vehicles will undergo a licence check by the UCQ Service Manager prior to using the vehicle.
- (3) Suppliers will be responsible for any traffic, parking and toll related infringements received while driving the UCQ vehicle.

14. Specific requirements that may be applicable to individual services:

Allied Health and Nursing

- (1) All Registered Health Practitioners providing services under this Agreement must be registered with the Australian Health Practitioners Regulation Agency (AHPRA) for the length of the Agreement. The Supplier must provide a copy of the registrations for all designated employees performing services for Clients.
- (2) Registered (regulated) Health Practitioner: is a healthcare practitioner who is required to register with the professional Board on an ongoing basis including those registered under *Health Practitioner Regulation National Law Act 2009 (Qld)*:
 - a) Physiotherapists;
 - b) Podiatrists;
 - c) Occupational Therapy
 - d) Nursing
- (3) Suppliers undertaking Allied Health or Nursing services under this Agreement will be required to operate to industry best practice and demonstrate their qualifications and experience in this field.

Suppliers will be required to demonstrate that their practices and procedures are consistent and provide quality service in the following key areas:

- a) Clients service ratio
- b) Customer Service
- (4) Equipment and/or consumables required to perform the service under this Agreement will be provided by the Supplier unless otherwise agreed to by the relevant UCQ Service Manager.
 - a) Physiotherapy aids for the management of specific conditions (ie. weights, theraband, tape, electrotherapy, mobility aids & instruments).
 - b) Podiatry aids for the management of specific conditions (i.e. weights, theraband, tape, electrotherapy, mobility aids & instruments).
 - c) Clinical consumables for the delivery of nurse services.
 - d) Basic consumables such as Gloves, Isowipes or similar products for localised cleaning/disinfection unless otherwise agreed between the UCQ Service Manager delegate and the Supplier.
- (5) Equipment and/or consumables required for management of specific conditions (i.e. orthotics, mobility aids / equipment) are to be discussed with the relevant UCQ Service Manager before implementation.
- (6) Equipment and/or consumable provided by the Supplier under this Agreement must be sterilised where relevant in accordance with Australian, New Zealand Standards AS/NZS 4815:2006 – Office based health care facilities – Reprocessing of reusable medical and surgical instruments and equipment, and maintenance of associated environment, and AS/NZS 4187:2003 – Cleaning, disinfecting and sterilizing reusable medical instruments and equipment, and maintenance of associated environment in health care facilities.

Allied Health, Nursing, Respite Care, Support Services, Personal Care

- (1) Documentation or on-line records (supplied by UCQ) must be used for all Client treatments and assessments unless the Client's service is being provided at the Suppliers premise on a referral basis or agreed to by the relevant UCQ Service Manager.
- (2) All documentation of assessment, treatment and care plans must be completed in line with Care Documentation Manuals for all Residential and Community services unless otherwise stated.
- (3) Oversee or contribute to the implementation of care plans by care staff.
- (4) Review of care plans will occur at an agreed timeframe or as required due to change in consumer needs.
- (5) Client health records with associated documentation for In-home services will remain in the Client's home (where appropriate) and are to be accessible for Suppliers as well as UCQ.
- (6) The Supplier may have involvement, where necessary, in Case Conferences or meetings where services may contribute to the health care of a Client.
- (7) The Supplier is required to communicate any alteration in Client care outcomes including;
 - a) Change in Client condition
 - b) Any Client incidents
 - c) The planned activities - change to care plan/care routines
 - d) Cancellation of scheduled visits
- (8) The Supplier is required to consult and communicate with UCQ Service Manager to inform of recommendations and actions to be taken to achieve care outcomes.
- (9) Supplier providing in-home services must provide a status report to the relevant UCQ Service Manager on the Client's condition on an agreed timeframe basis. This report should include Clients' name, funding type, visit dates, duration of visit and a summary of the Client's status.
- (10) To provide care services for approved Clients until the agreed Client/s are discharged or otherwise exit or cancel their care activities.
- (11) To provide care to individual Clients that is consistent with the signed care plan agreed between the Client/Carer and UCQ.

- (12) Additional care activities over and above the contracted services are to be approved by the UCQ Service Manager prior to actioning.
- (13) To collaborate in care plan development (where required) with the Client/Carer and UCQ.
- (14) That Client health record with associated documentation will remain in the Client's home (where appropriate) and is to be accessible to care staff as well as to UCQ.
- (15) Complaints about service provision received by Contractor will be addressed as per UCQ policy and will be forwarded onto the relevant UCQ Service Manager.
- (16) Staff are to receive appropriate training in the following areas:
 - a) Advocacy
 - b) Client rights and responsibilities
 - c) Complaints
 - d) Fire safety

Respite Care

- (1) UCQ will conduct a Work Place Assessment upon admission of a new Client, then on an annual basis to ensure that the Contractor has the skills, qualifications and experience to properly and competently deliver each contracted activity.
- (2) UCQ will conduct an annual assessment of overall Client ongoing needs and will require the involvement of relevant Personnel i.e. Nurse Manager, Senior Care Worker and Client/Carer.
- (3) Case conferencing activities will occur as necessary and may require involvement of relevant Personnel i.e. Nurse Manager, Senior Care Worker and Client/Carer.

Hairdressing

- (1) Hairdressing Services will be provided in accordance with the Public Health (Infection Control for Personal Appearance Service) Act 2003, Infection Control Guidelines and local Infection Control Practices. The contractor must take all reasonable precautions and care to minimise infection risks to Residents.
- (2) Hairdressing services are to be delivered at the times and dates agreed with the facility and provide Clients with dignity and comfort throughout the service provided and adhere to Client requests in relation to cuts/styles/colours, etc.

Transport

- (1) The driver must hold a current Drivers Licence that is current and free from any restrictions. Evidence to be provided.
- (2) The vehicle must be registered with Queensland Department of Transport. Evidence to be provided.
- (3) The vehicle must have Third Party Insurance. Evidence to be provided.
- (4) The driver will be responsible for the duty of care of Clients whilst they are entering and leaving the vehicle.
- (5) Compliance with Operator Accreditation with the Queensland Department of Transport. Evidence to be provided.
- (6) The driver must hold as a minimum, a Restricted Driver Authorisation issued by the operator. Evidence to be provided.
- (7) The Contractor must ensure that a Log Book is maintained for the vehicle at all time if you are required to have Operator Accreditation (OA) and Driver Authorisation (DA).
 - a) Exemptions from Operator Accreditation and Drive Authorisation for community and courtesy transport services:
 - b) Operator Accreditation (OA) and Driver Authorisation (DA) requirements apply to the provision of public passenger services in Queensland. Under some circumstances, community transport services and courtesy transport services may be exempt from these requirements (these exemptions do not apply to other categories of public passenger services).

Taxi

- (1) The Contractor must be registered as an approved taxi company with the Queensland Department of Transport. Proof of Taxi Industry Authority which includes annual taxi licence, third party and public liability insurance certificates must be provided to UCQ.
- (2) This service is only available to Clients approved by the UCQ Service Manager.
- (3) Anything heard or observed while carrying Clients is to be treated as confidential.
- (4) All Clients will be issued with guidelines by the UCQ Service Manager or delegate regarding the use of this service.
- (5) The Taxi Driver will be responsible for the duty of care of Clients whilst they are entering and leaving the vehicle.
- (6) UCQ requests that the Contractor contacts UCQ if they are concerned about transporting any of the Clients.
- (7) The taxi service is self-initiated by the Clients.
- (8) The Contractor will return presented vouchers to UCQ each fortnight for data entry.
- (9) The Contractor will invoice UCQ monthly for the reimbursement of vouchers used.

Specific Meal Preparation Requirements:

- (1) Ensure that any meals provided by the Supplier to Clients have been produced and transported in facilities and vehicles that are ISO & HACCP certified or meet required food safety standard and hold a council food licence.

SCHEDULE 3 – PRICING AND SERVICE ENGAGEMENT FORM

1. Pricing:

- (1) UCQ will pay the Supplier the amount agreed upon in the Service Engagement Form in accordance with the terms in this schedule.

2. Invoicing:

- (1) All Tax Invoices for Services generated by Suppliers must state:
 - a) Relevant UnitingCare Service Group
 - b) Relevant UnitingCare Site Name
 - c) Purchase Order (if applicable)
 - d) Relevant Client details (ie. Client's name, address, funding type)
 - e) Type of service provided
 - f) Hours of service Unit cost & any other approved costs
 - g) Supplier's business name, ABN
 - h) Supplier's contact details

3. Payment Arrangements:

- (1) Supplier will provide a Tax Invoice to UCQ Accounts Payable on a monthly basis.
- (2) UCQ agrees to pay the amount detailed within thirty (30) days of invoice date month end (30 EOM).
- (3) The Supplier acknowledges and agrees that in the event UCQ does not receive an account or invoice from the Supplier for services within sixty (60) days of the end of the calendar month in which the services were provided, UCQ shall not be obliged to pay the Suppliers account or any other payment in respect of the services provided during this month. Time shall be of the essence in the submission of account or invoices by the Supplier.

4. Price Adjustments:

- (1) Proposed Price adjustments must be agreed to by the UCQ Service Manager, and the Service Engagement Form updated/increased. The Supplier must be in receipt of acceptance of the adjustment from UCQ before any increase can be applied.
- (2) The Supplier must only provide one Price adjustment in any twelve (12) month period.
- (3) All Price adjustments must be supported by documentary evidence.

5. Service Engagement Form



UnitingCare Queensland
Level 5, 192 Ann Street
Brisbane Q 4000
t 07 3253 4000
e procurement@ucareqld.com.au
unitingcareqld.com.au

Service Engagement Form

Click or tap to enter a date.

Insert suppliers' company name

Insert suppliers' email (if issued electronically)

Dear Insert Supplier's Contact Person's Name,

The purpose of this letter is to engage your services under the terms and conditions between UnitingCare Queensland and your organisation (Supply Agreement General Terms and Conditions for Client Related Services).

This service engagement form incorporates the Supply Agreement General Terms and Conditions for Client Related Services, a copy of which can be found on your Smartek compliance profile or can be requested by emailing procurement@ucareqld.com.au.

The following Services are requested pursuant to the agreement:

UnitingCare Queensland Representative

Site Name:	
Site Address:	
Site Contact Name:	
Site Contact Phone:	
Site Contact Email:	

Service Requirements

Type of engagement:	<input type="checkbox"/> New Engagement <input type="checkbox"/> Ad-hoc Engagement <input type="checkbox"/> Change to existing engagement (attached): <input type="checkbox"/> Effective change date: Click or tap here to enter text.
Description of Service:	

Dates/Times/Duration of Service:	
Occurrences and Frequency:	<input type="checkbox"/> Ad hoc Services <input type="checkbox"/> Scheduled Services <input type="checkbox"/> Other:
Agreed Hourly Rate for Service (ex GST):	
Agreed Total Cost of Service (ex GST):	
Additional Requirements: (if any)	

Contractor Reporting

Activity Reporting: (if required)	<p>Activity reports for services delivered must be provided to: Accountable Timekeeping Representative's contact or Not Applicable</p> <p>By: Specify required timeline for timekeeping or Not Applicable</p> <p>Activity reports must include itemised visit detail for each service recipient, specifying the service delivered, the date and duration (hrs) of service, and agreed total cost.</p>
Invoicing:	<p>Invoices must be forwarded to invoices@bluecare.org.au 30 days following the service being delivered to avoid delays in payment. Enquiries are to be addressed to creditors@bluecare.org.au (note the invoices mailbox is automated/not monitored).</p> <p>Invoices must be:</p> <ul style="list-style-type: none"> • Addressed to Blue Care • Include the Site Name and client details (if applicable) • PDF only • One invoice per attachment <p>This detail is located on our Accounts Payable FAQs.</p> <p>Note: our payment terms are 30 days from the end of the month (e.g. if invoice is dated 20 June, it will be paid in the weekly payment run closest to 30 July).</p> <p>Alternative terms can be discussed with your UnitingCare contact (they can seek support from Procurement).</p>

	Note: if you are not an existing supplier, you will be contacted by <u>EFTsure</u> to verify your company and bank details on our behalf. Refer to the <u>EFTsure FAQs</u> for more information.
Variances:	Requested departures from the specified services are to be raised for consideration as soon as reasonably practical to the UnitingCare Queensland nominated representative listed above.

Conditions

This service engagement is conditional on meeting and maintaining currency of specified requirements within our third-party compliance management system Smartek. This system is used across UnitingCare Queensland to protect vulnerable customers and ensure quality of service standards requirements are efficiently maintained.

Engagement

Except where a separate supply agreement between the parties is entered into in respect of the Goods and Services (irrespective of whether that supply agreement was entered into prior to or after the date of this Agreement), the terms and conditions relating to the supply of the Goods and/or Services in any other document or agreement entered into between the parties in respect of the Goods and Services other than the Supply Agreement General Terms and Conditions for Client Related Services (including any terms and conditions entered into on a third-party compliance management system, whether in a purchase order incorporating the UnitingCare Queensland General Terms and Conditions of Purchase Order) or otherwise, are expressly excluded and do not apply. Where a separate supply agreement between the parties is entered into in respect of the Goods and Services (irrespective of whether that supply agreement was entered into prior to or after the date of this Agreement) then, subject to the parties expressly agreeing otherwise in that agreement, the terms and conditions of the supply agreement will apply to the exclusion of the terms and conditions in this document and the Supply Agreement General Terms and Conditions for Client Related Services

Inconsistencies

If this document is inconsistent with the Supply Agreement General Terms and Conditions for Client Related Services, the Supply Agreement General Terms and Conditions for Client Related Services will prevail to the extent of the inconsistency.

Authorisation

Please sign and date this form and return a copy to the UnitingCare Queensland representative nominated at the site contact detail listed above.

Signed on behalf of UnitingCare Queensland requesting the above service:

Name:		Position:	
Signature:		Date:	

Signed on behalf of Insert suppliers' company name authorised agent accepting the above service request:

Name:		Position:	
Signature:		Date:	

Certificate Of Completion

Envelope Id: 1060B742449C4FACB3F39A68C6A74014

Status: Completed

Subject: Complete with DocuSign: UnitingCare Supply Agreement

Source Envelope:

Document Pages: 32

Signatures: 1

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC+10:00) Brisbane

Envelope Originator:

UnitingCare Queensland Procurement
Level 5

192 Ann Street

Brisbane, Queensland 4000

procurement@ucareqld.com.au

IP Address: 120.151.80.185

Record Tracking

Status: Original

2/14/2023 12:30:40 PM

Holder: UnitingCare Queensland Procurement

procurement@ucareqld.com.au

Location: DocuSign

Signer Events

Evan Hill

evan.hill@qmow.org

Security Level:

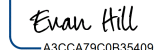
DocuSign.email

ID: 1

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Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style

Using IP Address: 120.151.80.185

Timestamp

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Viewed: 2/14/2023 12:31:03 PM

Signed: 2/14/2023 12:34:22 PM

Electronic Record and Signature Disclosure:

Accepted: 2/14/2023 12:31:03 PM

ID: 113df184-0591-4e76-8a8a-9c8127c5e031

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

2/14/2023 12:30:42 PM

Certified Delivered

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Signing Complete

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2/14/2023 12:34:22 PM

Completed

Security Checked

2/14/2023 12:34:22 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, UNITINGCARE QUEENSLAND (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact UNITINGCARE QUEENSLAND:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise UNITINGCARE QUEENSLAND of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jodie.stuart@ucareqld.com.au and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from UNITINGCARE QUEENSLAND

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jodie.stuart@ucareqld.com.au and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with UNITINGCARE QUEENSLAND

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jodie.stuart@ucareqld.com.au and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify UNITINGCARE QUEENSLAND as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by UNITINGCARE QUEENSLAND during the course of your relationship with UNITINGCARE QUEENSLAND.