

Welcome



Home Care | Disability Services | Social Support
Meals | Home Modifications & Maintenance

Service Agreement

- Clinical Care/Specialised
In Home Support Services

This agreement covers Service Providers/Contractors providing in-home support services to Omnicare clients including, but not limited to, Nursing & Allied Health Services.

- Nursing
- Allied Health
- Other

A – AGREEMENT SUMMARY

Parties Omnicare Alliance Ltd ABN 55 611 814 003

And,

Service Provider/ Contractor

Business name

ABN

Full Business Address

Key Contact

Primary Phone

Out of Hours Ph

Email

Areas Serviced

Service offered

Working With Children Check Number
(business owner only)

Website

Commencement Date

Effective from date signed by both parties

Contract Term

24-months from date of signature unless agreed otherwise

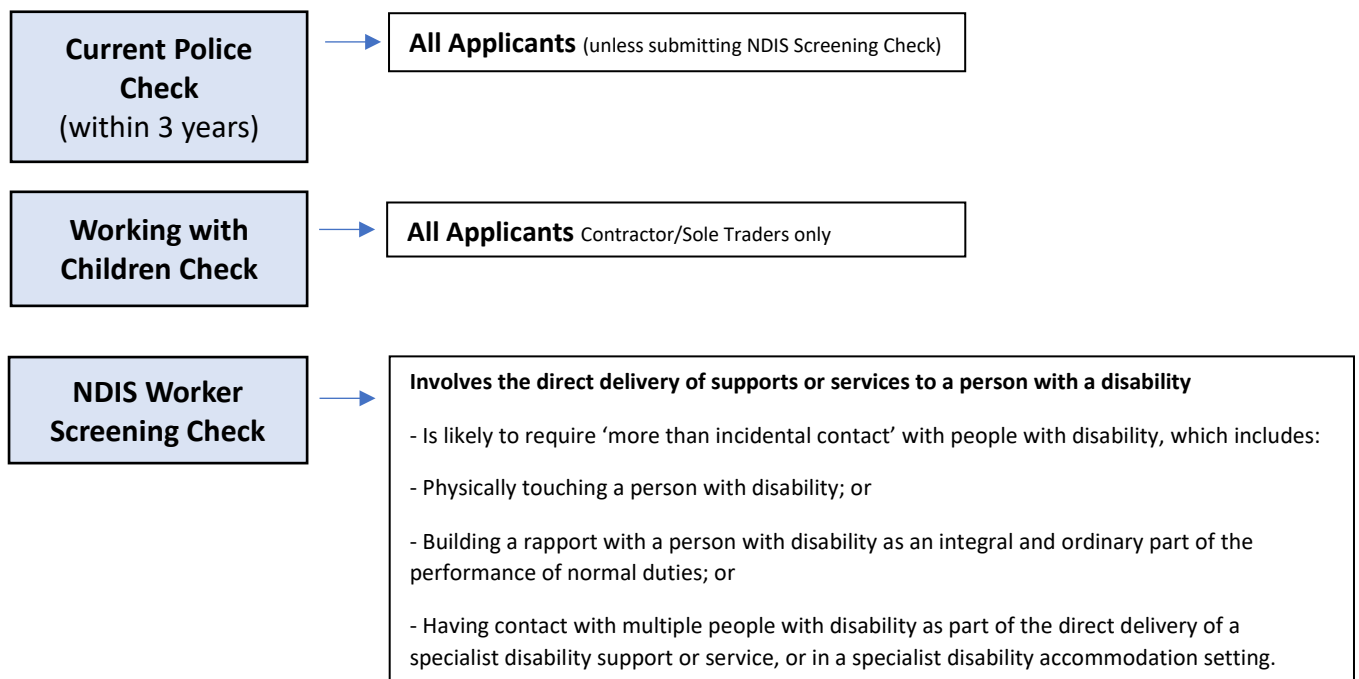
B – COMPLIANCE REQUIREMENTS

- For sole traders: Valid ID (NSW Drivers' Licence, NSW Photo ID, Passport)
- Active ABN
- Statutory Declaration and Undertaking [**see appendix 2**]
 - [Police Check](#) or [NDIS Worker Screening Check](#)
 - [Working With Children Check](#)
 - Overseas Criminal History Check, if applicable
- Valid Workers Compensation Insurance ([icare Certificate of Currency](#)) – not applicable for sole traders
- Valid Public Liability Insurance, minimum \$20,000,000.00 (certificate of currency)
- Medical Malpractice Insurance (Nursing only)
- Certificate of current qualifications and registrations e.g. RN, EN, Allied Health Professionals)

Please ensure all relevant compliance documents that are attached and sent with this Agreement, are clear and readable copies.

email: contractors@omnicare.org.au | phone: 1300 336 488

What Clearances must I have as an Applicant?



C – SIGNING PAGE

Services approved for: (office use only)

NDIS (NDIS Worker Screening Check Required for ALL business staff or sub-contractor providing service)

Or/and

All other services (including Home Care, Home Modifications and Maintenance)

Executed by both Parties on[date]

Signed for and on behalf of **Omnicare Alliance Ltd ABN 55 611 814 003** by its duly authorised officer or delegate:

Signature of authorised officer or delegate of
Omnicare Alliance Ltd

Print full name and title

Signed for and on behalf of

.....[business]

ABN:..... by its duly authorised officer or delegate:

Signature

Print full name

By executing this Agreement, the Contractor acknowledges that it has read the Terms and Conditions and Information Sheet (appendix 1) below and accepts and agrees to be bound by those Terms and Conditions.

D – TERMS AND CONDITIONS

1. Term
 - 1.1. This agreement begins on the Commencement Date and continues:
 - 1.1.1. For the maximum term as specified in the Agreement Summary – for the period specified (unless this Agreement is terminated earlier under clause 14)
 2. Services and Delivery
 - 2.1. The Contractor shall provide the Services and must supply the Goods (if any) to Omnicare Alliance Ltd in accordance with this Agreement.
 3. Fees and Payment Terms
 - 3.1. In consideration of the Contractor providing the Services and supplying the Goods (if any), Omnicare Alliance Ltd must pay to the Contractor the Fees for the Services and Goods provided.
 - 3.2. The Contractor must provide Omnicare Alliance Ltd with an itemized tax invoice for the Services and Goods (if any) it has provided:
 - 3.2.1. Which must contain sufficient detail for Omnicare Alliance Ltd to reconcile the Fees to be paid and must:
 - a. Include details of the Services and Goods (if any) to which the invoice relates.
 - b. Include details of the Omnicare Alliance Ltd client or site to which the Services and Goods (if any) relate.
 - c. Refer to the time period (date, time of day and duration of any Services) to which it relates (if appropriate).
 - d. Be in the form of a valid tax invoice and clearly and separately show the amount of any GST payable
 - 3.3. Subject to the Contractor performing its obligations under this Agreement, Omnicare Alliance Ltd will pay each undisputed invoice which has been properly issued by the Contractor and which meets Omnicare Alliance Ltd minimum standards within 30 days of receipt.
 - 3.4. For the avoidance of doubt, if Omnicare Alliance Ltd determines that an invoice does not meet its standards (acting reasonably):
 - 3.4.1. Omnicare Alliance Ltd may reject the invoice and require the Contractor to resubmit the invoice to Omnicare Alliance Ltd;
 - 3.4.2. For the purpose of clause 3.3 Omnicare Alliance Ltd is deemed to receive the invoice on the date upon which it receives an invoice that complies with its standards.
 - 3.5. If Omnicare Alliance Ltd disputes the correctness or completeness of any invoice (or disagrees with any amount invoiced for any reason), or the invoice does not attach the requisite information, it may withhold payment of the disputed sum or the invoice (as applicable). Omnicare Alliance Ltd will pay any newly issued invoice from the Contractor for the undisputed amount. If the Contractor disagrees with Omnicare Alliance Ltd assessment, it may refer the matter for resolution under clause 13 (Resolution of Disputes).
 - 3.6. The Contractor acknowledges and agrees that this Agreement is not exclusive and that Omnicare Alliance Ltd is not obliged to purchase a minimum volume of Services or Goods to spend any minimum amount under the Agreement.
 - 3.7. Without limiting the application of clauses 3.7 and 4.5, the Contractor acknowledges that Omnicare Alliance Ltd provides services to its clients on a consumer directed care basis and subject to Omnicare Alliance Ltd receipt of their party funding and client contributions. Omnicare Alliance Ltd will endeavour to give the Contractor at least 24 hours advance notice of the amendment or cancellation of any service request for an individual client.
4. Service Standards
 - 4.1. The Contractor must notify Omnicare Alliance Ltd of any change of circumstance or ownership.

- 4.2. The Contractor must provide the Services to Omnicare Alliance Ltd and perform its other obligations under this Agreement:
 - 4.2.1. In a timely, efficient, proper and workmanlike manner using reasonable care, skill and diligence;
 - 4.2.2. Where applicable, using sufficient number of suitably trained, qualified, skilled and experienced Personnel;
 - 4.2.3. In accordance with Good Industry Practice, all applicable Laws and the reasonable directions of Omnicare Alliance Ltd, consistent with the terms and conditions of this Agreement;
 - 4.2.4. At such places and between such hours as reasonably requested by Omnicare Alliance Ltd; and
- 4.3. The Contractor is always responsible for the quality assurance of all of Services provided under or in connection with this Agreement
- 4.4. The Contractor must comply with Omnicare Alliance Ltd policies (including those relating to health and safety and security), including while onsite at Omnicare Alliance Ltd premises or any other premises nominated by Omnicare Alliance Ltd for the provision of Services.
- 4.5. Without limited clause 4.3, the Contractor must:
 - 4.5.1. Obtain and provide to Omnicare Alliance Ltd, a statutory declaration as required by Omnicare Alliance Ltd Policy
 - 4.5.2. Statutory declaration must affirm that all personnel have a valid:
 - a. NDIS Worker Screening Check
 - b. Working With Children Check
- 4.6. Omnicare Alliance Ltd may direct the Contractor to cease to use any member of Personnel for the performance of the Services in circumstances where the person is incompatible with or unacceptable to an Omnicare Alliance Ltd client. On receiving such a direction, the Contractor will take immediate steps to remove that person, provide an alternative acceptable person and ensure there is no interruption to the provision of the Services.
- 4.7. The Contractor must not do anything which would adversely affect or damage the reputation, operations, or commercial viability of Omnicare Alliance Ltd or its Personnel.
- 4.8. The Contractor must ensure that the health and safety of Omnicare Alliance Ltd clients is not put at risk from work carried out by the Contractor in the provision of Services.
- 4.9. The Contractor must comply with all Public Health Orders ensuring all Personnel comply while at work in the Contractor's business or undertaking.
- 4.10. The Contractor must comply with the Health and Safety Laws including ensuring, so far as is reasonably practicable, the health and safety of Personnel while Personnel are at work in the Contractor's business or undertaking.
- 4.11. The Contractor must:
 - 4.11.1. Immediately give Omnicare Alliance Ltd notice of any accident, notifiable incident (being an incident which is notifiable under Health & Safety Laws), injury or property damage which occurs during or in respect of the provision of the Services;
 - 4.11.2. Within 2 Business Days of Omnicare Alliance Ltd written request, provide a written report to Omnicare Alliance Ltd giving complete details of the accident, incident, injury or damage, including results of investigations into the cause of the accident, incident, injury or damage and strategies for future prevention; and
 - 4.11.3. Cooperate with Omnicare Alliance Ltd in providing copies of any notices, entry reports, charges or other documents received from the relevant regulator in respect of the provision of the Services.
5. Qualifications
 - 5.1. The Contractor must ensure that each member of Personnel be appropriately qualified for assigned tasks;
 - 5.2. The Contractor is required to immediately contact Omnicare Alliance Ltd in the event that any of its Personnel is charged with, or convicted of, a sex or violence offence, assault, any offence relating to fraud or dishonesty or any other offence which would affect his or her suitability to undertake the provision of the Services;
 - 5.3. The obligations at clause 5.2 apply irrespective of any defence or excuse which the Contractor or member of the Contractor's Personnel may claim or assert in relation to the matter. Any notification to Omnicare

Alliance Ltd under clause 5.2 does not, of itself, comprise an admission of any fact or circumstance relevant to the matter notified.

6. Warranties

6.1. The Contractor represents, warrants, and undertakes to Omnicare Alliance Ltd that:

6.1.1.all information which it provides to Omnicare Alliance Ltd whether prior to, on, or after the Commencement Date, is true and correct in every respect and is not misleading or deceptive;

6.1.2.it has and will maintain all necessary approvals, licences, consents, and permissions necessary for the performance of its obligations under this Agreement; and

6.1.3.any equipment used to provide the Services is fit for purpose, well maintained and in proper working order.

6.2. The Contractor represents and warrants that it has an ABN and is registered for GST.

6.3. The Contractor further represents and warrants that the Goods (if any) are:

6.3.1.in the form described in the Agreement Summary;

6.3.2.fit for the purpose for which items of the same kind are commonly supplied;

6.3.3.new and of merchantable quality; and

6.3.4.free from defects.

6.3.5.The representations and warranties in this clause 6 are taken to be repeated on each day during the Term on the basis of the facts and circumstance in existence as at that date.

7. Confidentiality and Privacy

7.1. Each Party must comply with, and assist the other Party to comply with, Privacy Laws in respect of Personal Information it collects, holds, uses or discloses in connection with this Agreement.

7.2. Unless agreed by Omnicare Alliance Ltd, all information about or in any way relating to Omnicare Alliance Ltd or its clients which the Contractor obtains or learns during the course of performing the Services is confidential. All personal information is to be managed in accordance with the Privacy Act 1988

7.3. The Contractor must, in relation to any Personal Information handled or processed by it in connection with its performance under this Agreement:

7.3.1.Act only on the instructions of Omnicare Alliance Ltd take reasonable steps to protect the information from misuse, interference, loss, unauthorised access, modification and disclosure;

7.3.2.not transfer or disclose any Personal Information outside of Australia; and

7.3.3.comply with any additional obligations imposed by Omnicare Alliance Ltd on the Contractor from time to time in order to ensure that Omnicare Alliance Ltd complies with the Privacy Laws.

7.4. The Contractor must immediately notify Omnicare Alliance Ltd if:

7.4.1.there is unauthorised access to, or unauthorised disclosure of, Personal Information;

7.4.2.Personal Information is lost in circumstances where unauthorised access to, or unauthorised disclosure of, the information is likely to occur; or

7.4.3.There are reasonable grounds to suspect that either 7.4.1 or 7.4.2 may have occurred,

7.4.4.each such circumstance being a Data Breach.

7.5. The Contractor must:

7.5.1.comply with the reasonable and lawful directions of Omnicare Alliance Ltd with respect to the assessment of a Data Breach and/or any necessary remedial actions; and

7.5.2.notify the Data Breach in accordance with the Privacy Laws if directed to do so by Omnicare Alliance Ltd or, in the absence of such a direction, if required by the Privacy Laws.

8. Insurance

8.1. The Contractor must, at its cost, effect and maintain the following insurances with a licensed Australian insurer:

8.1.1.Public liability insurance: cover providing a minimum limit of indemnity of \$20 million in respect of any one occurrence.

8.1.2.Workers' compensation insurance: as required by law, covering all persons who will perform Services under this Agreement. Where workers' compensation insurance is not required by law, the Contractor must hold personal accident insurance with respect to the performance of the Services; and

- 8.2. The Contractor must ensure that in relation to any insurance policy required to be maintained by this clause 8 it:
- 8.2.1. does not do anything or fail to do anything or (insofar as it is reasonably within its power) permit anything to occur which prejudices any insurance;
 - 8.2.2. rectifies anything which might prejudice any insurance;
 - 8.2.3. punctually pays or causes to be paid all premiums;
 - 8.2.4. reinstates an insurance policy if it lapses;
 - 8.2.5. immediately notifies Omnicare Alliance Ltd of an insurance policy lapsing or being cancelled;
 - 8.2.6. gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance; and
 - 8.2.7. immediately informs Omnicare Alliance Ltd whenever it receives or gives a notice under or in connection with any insurance policy including any claim which relates to the provision of the Services under this Agreement.
- 8.3. The Contractor must on the Commencement Date and annually or upon request provide a certificate of currency and coverage of its insurance policies mentioned in clause 8.1. Failure to provide the certificate of currencies is a material breach of the contract and Omnicare Alliance Ltd will not be liable for payment for services delivered during the period of breach.
9. Indemnity
- 9.1. The Contractor must indemnify and hold harmless Omnicare Alliance Ltd and its Personnel against all Losses sustained, incurred or suffered by Omnicare Alliance Ltd or its Personnel as a result of the Contractor's breach of this Agreement, negligence or wilful misconduct
 - 9.2. In entering into this Agreement and obtaining the benefits, rights and remedies under this Agreement, including the indemnity in clause 9.1 Omnicare Alliance Ltd acts on its own behalf and as trustee for its Personnel.
10. Limitation of Liability
- 10.1. The Service Provider/Contractor will at all times indemnify Omnicare Alliance Ltd, its officers, employees and agents from and against
- (a) any loss (including legal costs and expenses on a solicitor/own Client basis); and
 - (b) any liability, reasonably incurred or suffered by Omnicare Alliance Ltd. its officers, employees and agents arising from any claim, suit, demand, action or proceeding by any person against Omnicare Alliance Ltd, its officers, employees and agents.
- Where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Service Provider or any employee, servant or agent of the Service Provider in connection with the provision of the Services.
11. Governing Law
- 11.1. This Agreement is governed by the law applying in New South Wales and the Parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction.
12. Notices
- 12.1. Delivery of notice: A notice or other communication required or permitted to be given to a Party under this Agreement must be in writing and may be delivered by posting to the Party's address or by electronic mail to the Party's email address.
13. Resolution of Disputes
- 13.1. A Party claiming that a dispute (Dispute) has arisen under or in connection with this Agreement must notify the other Party in writing giving details of the Dispute.
 - 13.2. During the one (1) month period after a notice is given under clause 13.1 (or any longer period agreed in writing between the Parties) the Parties' authorised management personnel must negotiate in good faith to resolve the Dispute.
 - 13.3. While the procedure set out in this clause 13 is being followed, both Parties must continue to fulfill their obligations under this Agreement.
 - 13.4. The procedure set out in this clause 13 is not intended to limit or exclude a Party's rights under this Agreement or at common law or equity to seek urgent injunctive, interlocutory or declaratory relief in respect of matters which are the subject of a Dispute.
14. Termination
- 14.1. Either Party may terminate this Agreement for convenience at any time after expiration of the

Term by at least 14 days' prior written notice to the other Party.

14.2. Omnicare Alliance Ltd may terminate this Agreement with immediate effect by providing written notice to the Contractor if the Contractor:

14.2.1. is in breach of this Agreement and such breach is incapable of being remedied;

14.2.2. is in breach of this Agreement and such breach is capable of being remedied, but the Contractor fails to remedy the breach within 7 days of its receipt of a notice requiring it to do so;

14.2.3. is persistently in breach of this Agreement; or

14.2.4. acts or omits to act in a manner likely to:

- a. cause harm to a client of Omnicare Alliance Ltd; or
- b. have a material adverse impact on Omnicare Alliance Ltd or its business or interests, including a manner likely to bring Omnicare Alliance Ltd into disrepute.

14.3. The Contractor may terminate this Agreement with immediate effect if any material Fees due and payable under this Agreement remain unpaid for a period of more than sixty (60) days, provided that the Contractor has first notified Omnicare Alliance Ltd in writing on at least two separate occasions during such sixty (60) day period that such material Fees remain outstanding and are immediately due and payable by Omnicare Alliance Ltd

Effects of Termination

14.4. Upon termination or expiration of this Agreement, the Contractor must afford all reasonable assistance to Omnicare Alliance Ltd and any successor contractor and where requested, promptly provide Omnicare Alliance Ltd and any successor contractor with all necessary documentation and assistance to ascertain the status of the work and the input required to deliver the Goods (if any) and perform and complete the Services in accordance with this Agreement.

14.5. Termination or expiration of this Agreement for whatever reason does not affect the rights and obligations of the Parties which have accrued prior to the date of termination or expiration, including the right to claim

damages because of a breach of this Agreement.

15. General

15.1. Variation: This Agreement may only be varied by a document executed by the Parties.

15.2. Counterparts: This Agreement may be executed in counterparts, all of which taken together constitute one document.

15.3. Entire agreement and no reliance: This Agreement: constitutes the entire agreement between the Parties; and supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity, or representation imposed, given, or made by a Party (or an agent of a Party) prior to entering into this Agreement. The Parties acknowledge that in entering into this Agreement each Party has not relied on any representations made by the other Party (or its agents or employees) other than matters expressly set out in this Agreement.

15.4. Liability: If a Party consists of 2 or more people or entities, an obligation of that Party binds each of them jointly and severally.

15.5. Severability: Any provision of this Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required by this clause, part or all the provision that is unlawful or unenforceable will be severed from this Agreement and the remaining provisions continue in force.

15.6. Waiver: The failure of a Party at any time to insist on performance of any provision of this Agreement is not a waiver of the Party's right at any later time to insist on performance of that or any other provision of this Agreement.

15.7. Further assurance: Each Party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

15.8. Survival and enforcement of indemnities: Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Parties and survives termination of this Agreement. It is not necessary for a Party to incur expense or make

payment before enforcing a right of indemnity conferred by this Agreement.

16. Definitions

In this Agreement the following abbreviations, words and phrases have the following meanings, unless the context requires otherwise:

Agreement means these Terms and Conditions, the Agreement Summary and any Attachments to these Terms and Conditions (in each case, as amended from time to time).

Agreement Summary means the document titled "Agreement Summary" attached to these Terms and Conditions.

Attachment means an attachment to these Terms and Conditions.

Business Day means Monday to Friday excluding public holidays in New South Wales.

Commencement Date means the commencement date of this Agreement, as set out in the Agreement Summary.

Confidential Information means any information relating to the past, present or future business of a Party that comes to the knowledge of the other Party and includes: the existence, terms and subject matter of this Agreement; financial, budgetary, marketing and business plan information; the terms of any contract, agreement or business arrangement with third parties; trade secrets, know-how and related information; client lists and supplier lists; third party information disclosed in confidence; Personal Information; and any other information the disclosure or use of which may be detrimental to the interests of a Party or of any other person who has provided it to that Party on a confidential basis. Confidential Information does not include information in the public domain (unless the information is in the public domain due to a breach of confidentiality by any person or is Personal Information).

Fees means the fees and charges set out or referred to in or calculated in accordance with the Agreement Summary or relevant Attachment (as applicable).

Good Industry Practice means, in relation to any undertaking and any circumstances, the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a highly skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances, applying the best standards currently generally applied in the Contractor's industry.

Goods means any goods which the Contractor is to supply pursuant to this Agreement including without limitation those set out in the Agreement Summary.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

GST has the meaning assigned to that term in the A New Tax System (Goods and Services) Act 1999 (Cth).

Health & Safety Laws means applicable laws in respect of the health and safety of workers and workplaces and includes the [Workplace Health and Safety Act 2011 (NSW) and associated regulations, standards and codes of practice.

Law includes:

- (a) any treaty, statute, regulation, by-law, ordinance or subordinate legislation in force from time to time;
- (b) the common law and the law of equity;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, policy or standard, whether or not enforceable by law; and
- (e) any applicable direction, policy, rule, or order that is given in writing by a Government Agency, whether or not enforceable by law.

Loss includes claims, actions, proceedings, losses, damages, liabilities, and costs (including legal expenses) however caused whether based in tort, contract or otherwise.

Party means each of Omnicare Alliance Ltd and the Contractor (together the Parties).

Personal Information has the meaning given in the Privacy Laws.

Personnel means, in relation to a Party, that Party's officers and employees and in relation to the Contractor all persons involved with the provision of the Services or the provision of the Goods, which may include the Contractor.

Privacy Laws means any applicable law which relates to the privacy and management of Personal Information (including the Privacy Act 1988 (Cth) Part 4.2, Division 62 of the Aged Care Act 1997 (Cth), and any applicable State or Territory privacy information legislation with similar objectives).

E – APPENDIX 1

Information sheet - Recognising and responding to abuse

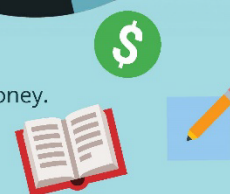
What is abuse, neglect and exploitation?

For information, support or to make a report, contact the **NSW Ageing and Disability Abuse Helpline on 1800 628 221 (M-F 9-5)**.



FINANCIAL ABUSE

- Threatening or coercion in signing documents such as assets or wills.
- Taking control of the adults finances against their wishes and denying access to their own money.
- Abusing Powers of Attorney.
- Stealing goods such as jewellery, credit cards, cash, food, and other possessions.
- Unauthorised use of banking and financial documents.



Look out for unexplained inability to pay bills, significant bank withdrawals and/or changes to wills, inability of the person to access bank accounts or statements or stockpiling of unpaid bills or an empty fridge

PSYCHOLOGICAL ABUSE

- Pressuring, intimidating bullying, name calling, and verbal abuse.
- Treating the adult person like a child.
- Threatening to harm the person, other people or pets.
- Threatening to withdraw access to grandchildren, family, friends, services, telephone or placement in a care facility.
- Preventing a person from engaging in religious or cultural practices;
- Moving the person far away family or friends.



Look out for depression, agitation, feelings of helplessness, unexplained paranoia or excessive fear, disrupted appetite or sleep patterns, unusual passivity or anger, sadness or grief at the loss of interactions with others, worry or anxiety after a visit by specific persons.

PHYSICAL ABUSE

- Pushing, shoving, or rough handling
- Kicking, hitting, punching, slapping, biting, and/or burning;
- Restraining: physical or medical;
- Locking the person in a room or home or tying to a chair or bed;
- Intentional injury with a weapon or object;
- Overuse or misuse of medications.



Look out for evidence of hitting, punching, shaking, pulling in the form of bruises, lacerations, choke marks, hair loss or welts, sprains, dislocations and fractures, pressure sores, pain on touching, broken or healing bones, lacerations to mouth, lips, gums, eyes or ears, missing teeth and/or eye injuries.

This information sheet is a guide to some common examples of abuse, neglect and exploitation. Any concerns about the immediate safety of an older person or adult with disability should be reported to emergency services (000).



What is abuse, neglect and exploitation?

For information, support or to make a report contact the **Ageing and Disability Abuse Helpline on 1800 628 221 (M-F 9-5)**.



SEXUAL ABUSE

- Non-consensual sexual contact, language or exploitative behaviour.
- Rape and sexual assault.
- Cleaning or treating the person's genital area roughly or inappropriately.
- Enforced nudity of the person against their consent.



Look out for unexplained STD's or incontinence (bladder or bowel), injury and trauma such as scratches, bruises to the face, neck, chest, abdomen, thighs or buttocks, trauma including bleeding around the genitals, chest, rectum or mouth, torn or bloody underclothing or bedding, anxiety around a person and other psychological symptoms.

NEGLECT

- Failure to provide basic needs such as food, adequate or clean clothing, heating, medicines.
- Under or over medicating.
- Exposure to danger or lack of supervision, such as leaving the person in an unsafe place or in isolation.
- An overly attentive carer in the company of others.
- Refusal to permit others to provide appropriate care.



Look out for inadequate clothing, complaints of being cold or too hot, poor personal hygiene, unkempt appearance, lack of medical or dental care, or injuries that have not been properly cared for, absence of required aids, exposure to unsafe, unhealthy, and /or unsanitary conditions, unexplained weight loss, dehydration, poor skin integrity.

EXPLOITATION

- The most common type of exploitation is financial. This means someone takes money, assets or allowances from a vulnerable person for their own use and without permission.
- Exploitation can also be someone who sells, transfers or changes property titles without the property owner knowing.



Look out for unexplained selling or leasing of a persons house without a clear explanation, inability of the person to access bank accounts or statements or stockpiling of unpaid bills or an empty fridge

This information sheet is a guide to some common forms of abuse, neglect and exploitation. **Any concerns about the immediate safety of an older person or adult with disability should be reported to emergency services (000).**





How to have a **conversation** with someone you are concerned about in 5 steps



TALK TO THEM

If you can, try to start a conversation if the person is alone in a place where it is safe to speak with you. They may be willing to talk if they feel safe and trust you to keep their situation to yourself.



ASK CLEAR QUESTIONS

Open ended questions will allow you to get more factual information from the person. Consider asking:

"How are things going at home?"

"How do you spend your day?"

"How is (wife/partner/son/daughter/friend) managing?"

"How are you managing financially?"



BELIEVE WHAT THEY SAY AND LISTEN WITHOUT JUDGEMENT

It is important that you **believe what they tell you**. They are more likely to downplay their experiences rather than exaggerate it, out of fear, shame or concern for their family. Listen without judgement, and ask how you can help them rather than telling them what to do.



REFER TO SERVICES THAT CAN HELP

Let them know there are organisations that can help. If you think it's important to seek professional assistance, encourage the person to do this on their own behalf. **Remind them of emergency phone numbers**. The Ageing and Disability Abuse Helpline can also take anonymous calls on 1800 628 221 (M-F, 9-).



CONTINUE TO SUPPORT THEM

Remain in contact with them, even if they continue to stay in the environment, or under the care of the person causing them distress. At the same time **remind them that everyone has the right to live free from abuse, neglect and exploitation**.

F – APPENDIX 2

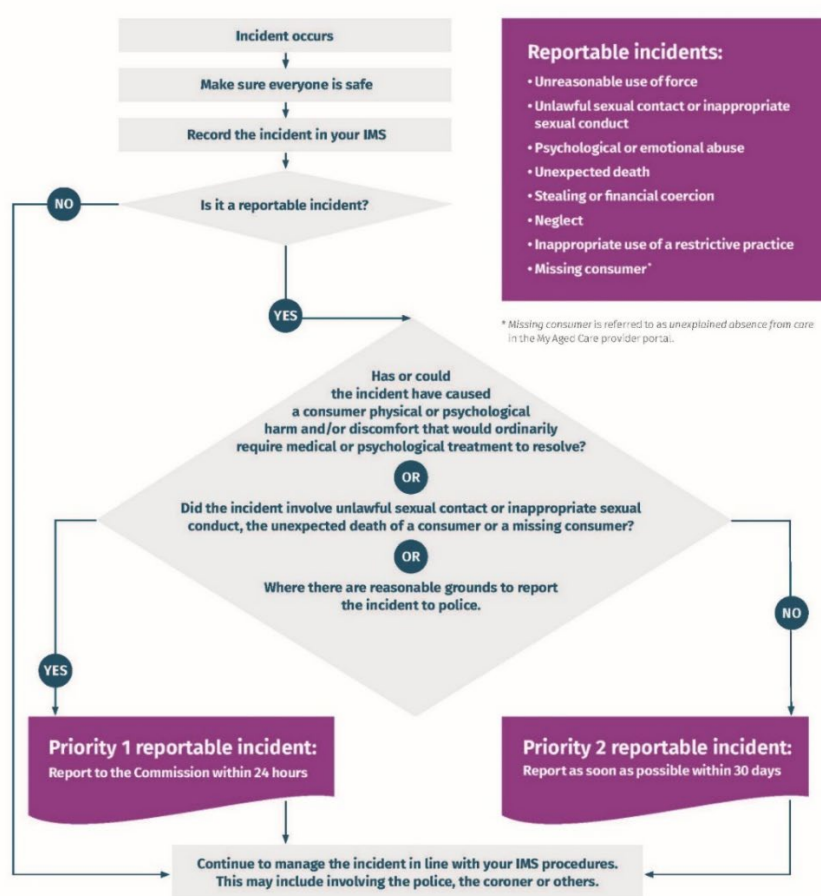
SIRS HOME SERVICES

The Serious Incident Response Scheme (SIRS) is an initiative to help prevent and reduce the risk and occurrence of incidents of abuse and neglect of older Australians receiving Commonwealth-subsidised aged care and services. It commenced in residential aged care on 1 April 2021 and was extended to home services on 1 December 2022.

How do I report an incident?

Reportable incidents workflow

Take the following steps when an incident occurs in a home or community setting:



Reportable incidents should be reported to the Commission using the My Aged Care Provider Portal.

Reportable incidents must be lodged by providers e.g. Omnicare Alliance Ltd.

Please contact 1300 336 488 (24 hrs) or contractors@omnicare.org.au to report an incident which occurs in a home setting. Any reportable incident needs to be conveyed according to the priority timeframe seen on the attached Reportable incidents workflow flowchart.

More information can be found here: <https://www.agedcarequality.gov.au/sirs/sirs-home-services>

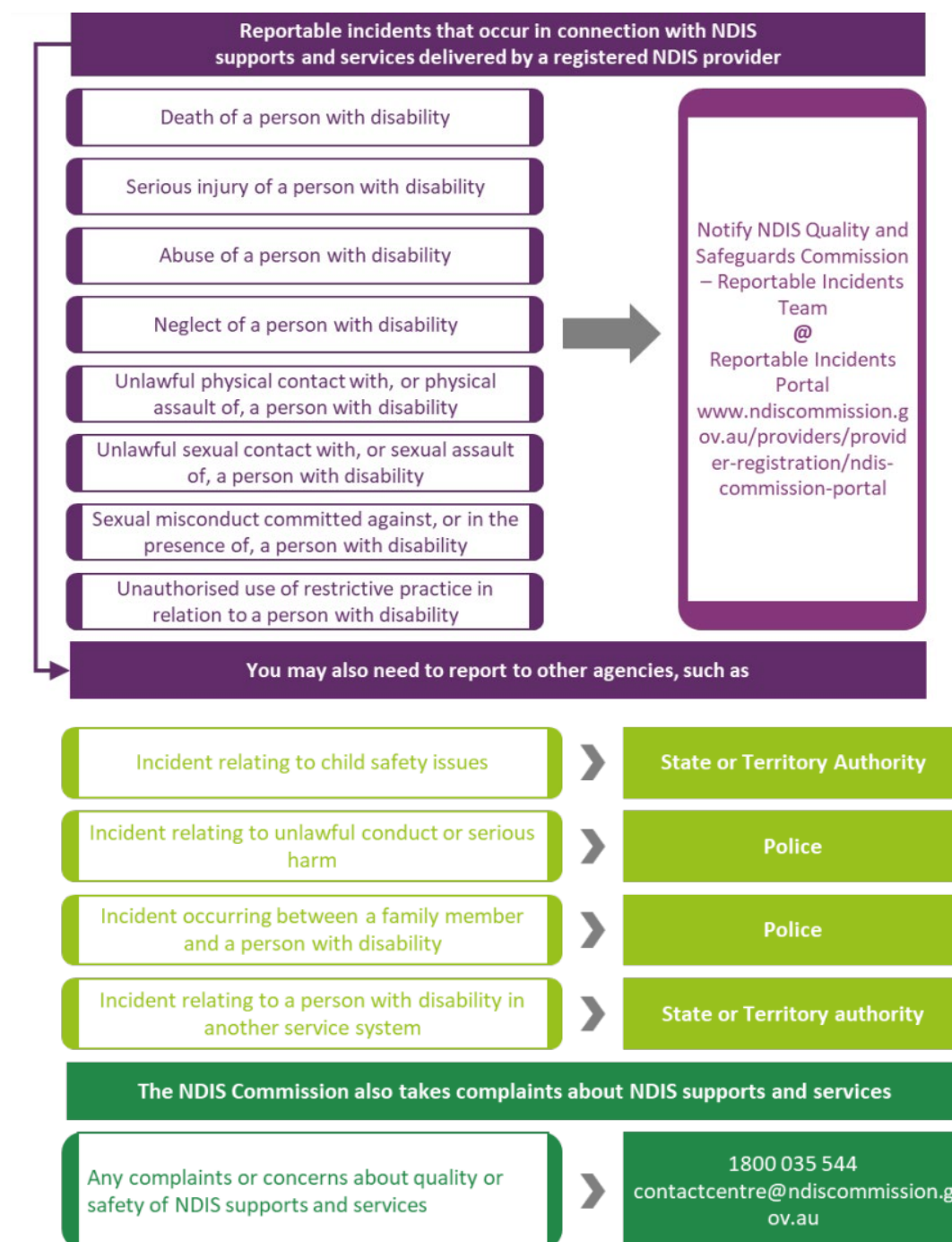
Reportable incidents workflow flowchart:

https://www.agedcarequality.gov.au/sites/default/files/media/reportable-incidents-workflow_1.pdf

G - APPENDIX 3

NDIS INCIDENT REPORTING

The NDIS Commission regulates how registered NDIS providers manage serious incidents. All NDIS providers – registered or unregistered – are responsible for the delivery of quality and safe NDIS supports and services. All incidents must be recorded and managed within the registered NDIS provider's incident management system, whether or not they are incidents that have to be reported to the NDIS Commission.



H – APPENDIX 2

CLINICAL CLAUSES

1 Nature of the relationship

- 1.1 Omnicare Alliance Ltd is a registered aged care and disability provider delivering home care services supporting people to live independently at home.
- 1.2 The nature of the relationship between Omnicare Alliance Ltd and the service provider/contractor is one of principal and contractor. Nothing in this agreement shall be read to imply an employment, partnership or agency arrangement between the service provider/contractor and Omnicare Alliance Ltd.
- 1.3 The service provider/contractor will be responsible for any taxation, superannuation, leave obligations, training levies, awards coverage and government or statutory obligations of any kind arising from or relating to the service provider/contractor or the service provider's/contractor's principals or employees (as applicable).

2 Service Provider's obligations and representations

- 2.1 The service provider/contractor warrants and acknowledges that it has the necessary qualified resources, expertise and experience to provide the services as detailed in schedule 2 of this agreement to the standard required under the aged care legislation and home care standards.
- 2.2 **The service provider/contractor represents and warrants that it:**
 - (a) will carry out and complete the Services
 - (I) efficiently with due skill and care and to industry standards in a professional and lawful manner using materials suitable for the purpose and to the best of the Service Provider/contractor's ability and
 - (II) expeditiously and to the standards and in accordance with any statutory or regulatory requirements including but not limited to the Home Care Common Standards prescribed by the Aged Care Legislation and the client's Charter of Rights and Responsibilities for Home Care.
 - (III) to provide accurate and clearly written concise daily progress notes to Omnicare Alliance Ltd regarding the client.
 - (b) will hold such licenses, permits, qualifications, registrations and insurances as are required under any State, Territory or

Commonwealth legislation or regulation to carry out any work under this Agreement; and

- (c) has provided Omnicare Alliance Ltd with the Service Provider/contractor's correct Australian Business Number (ABN).
- (d) has provided accurate details in A – Agreement Summary and will without delay update those details when necessary included providing current contact and out-of-hours contact numbers.
- (e) has the appropriate authority to work within Australia and will only engage employees to perform Services who are authorised to undertake work within Australia.

3 Service Request and Authorisation

- 3.1 The Omnicare Alliance Ltd coordinator will specify all services to be provided by the service provider/contractor including the commencement date and time and a detailed service description in writing via email.
- 3.2 If a service request is an emergency or urgent and a written service request is unable to be provided before the commencement date, Omnicare Alliance Ltd coordinator or their delegate will make a verbal request for services and forward a formal written request to the service provider/contractor by the next business day indicating the date services commenced.
- 3.3 Omnicare Alliance Ltd will not pay for services that have not been authorised by the coordinator or manager prior to their commencement. Omnicare Alliance Ltd will make variations to existing service requests by forwarding a written request.
- 3.4 The service provider/contractor will accept or decline a new service request within 3 hours of receiving the notification during business hours or within 3 hours of the next business day.

4 Change in client's condition

- 4.1 The service provider/contractor must inform Omnicare Alliance Ltd of any changes in a client's condition within 3 hours of attending to the client.
- 4.2 The service provider/contractor must inform Omnicare Alliance Ltd of any critical incidents within 15 minutes including but not limited to incidents which require the client to be attended to by a medical practitioner or emergency services or which require the client to be transported to hospital or for acute care.
- 4.3 The service provider/contractor must inform Omnicare Alliance Ltd of any non-critical incidents including but not limited to client falls soon as practicable and within 24 hours.

- 4.4 The service provider/contractor will provide services strictly in accordance with the client's home care agreement and negotiate any changes with an Omnicare Alliance Ltd coordinator or manager.
- 4.5 The service provider/contractor acknowledges that any services provided outside the client's home care agreement will be provided at the expense of the service provider unless otherwise negotiated in writing with Omnicare Alliance Ltd.
- 4.6 If you or your staff become aware that a SIRS (Serious Incident Response Scheme) related incident may have occurred, be alleged, or suspected of having occurred in connection with the care and services delivered by one of your staff or staff from another sub-contracted service, an incident form is to be completed, and Omnicare Alliance LTD notified immediately. The incident will be assessed, and an SIRS notification submitted to the Aged Care Quality and Commission where required.

5 Insurance

- a) Prior to signing of this Agreement, the service provider/contractor must take out with a reputable underwriter or insurance company and maintain for the Term:
 - (i) A comprehensive policy or public liability insurance providing a minimum cover of twenty million dollars (\$20,000,000) in respect of its operations under this Agreement; and
 - (ii) Medical Malpractice Insurance; and
 - (iii) A comprehensive policy of Workers' Compensation Insurance that provides the service provider/contractor with full cover for its officers and employees engaged in providing services.
- b) All of the above policies and receipts evidencing payment of premiums are to be produced by the service provider/contractor to Omnicare Alliance Ltd within fourteen (14) days of the date of this Agreement. Omnicare Alliance Ltd may take copies.

6 Indemnity

- a) The service provider/contractor shall be liable for any loss, damage, injury (including disease or illness) or death sustained by any persons or damage to any property arising out of the performance by the service provider/contractor or its officers, employees or agents of the service provider/contractors obligations under this Agreement except to the extent that the loss, damage, injury (including disease or illness) or death is attributable to the negligence or wrongful acts or omissions of Omnicare Alliance Ltd.
- b) The service provider/contractor indemnifies and holds harmless Omnicare Alliance Ltd, its officers, employees and agents against all loss, damage, injury (including disease or illness) or death referred to in (a).

- c) For the purpose of this clause, Omnicare Alliance Ltd shall be acting as agent or trustee for and on behalf of and for the benefit of all persons, who are or might be its officers, employees or agents from time to time and this indemnity extends to them as if such persons were party to this Agreement.

7 Engagement of Employees

7.1 Consent of Association

- (a) The service provider/contractor may employ staff to assist in carrying out its obligations under this Agreement, according to its policies and procedures and having regard to all relevant Commonwealth and State legislation.
- (b) Omnicare Alliance Ltd may refuse its consent or limit, at its sole discretion, the terms of engagement of such staff after discussion with the service provider/contractor and carrying out steps in the dispute resolution process.

7.2 Selection of staff

The service provider/contractor must ensure to:

- (a) Check appropriate references of potential employees, particularly in regard to child protection legislation and aged care legislation before their employment by the service provider/contractor.
- (b) Organise for all personnel to undergo an Australian Federal criminal record check which is updated every three years and to provide a statutory declaration to Omnicare Alliance Ltd each year to this effect.
- (c) Orientate and appropriately train all employees, including on-site training and supervision where necessary;
- (d) Employ staff who are competent and are appropriately qualified to perform the tasks for which they are engaged;
- (e) Respond as soon as possible to any request to replace any employees who are incompatible or unacceptable to the client;
- (f) Supply employees with appropriate materials, tools and protective clothing;
- (g) Pay employees properly in accordance with any relevant award or Enterprise Bargaining Agreement pertaining to those employees; and
- (h) Comply with any and all requirements and policies, which Omnicare Alliance Ltd may notify the Contractor about from time to time, and ensure that staff members comply with such requirements and policies.

7.3 Breach of Agreement by Contractor's Employees

- 7.3.1 Omnicare Alliance Ltd may direct the service provider/contractor to cease to use any employee for the performance of Omnicare Alliance Ltd business in circumstances where the conduct of the employee has led to any breach of

the terms of this Agreement. The service provider/contractor must comply with any such directions.

7.3.2 Any breach of any term of this Agreement by an employee of the Contractor will be deemed to be a breach by the service provider/contractor.

8 Mandatory Qualifications

Training	
First Aid (every 3 years)	<input checked="" type="checkbox"/> yes
CPR (every year)	<input checked="" type="checkbox"/> yes
Duty of Care/ Change in Clients Condition/ Recognising Unmet Needs	<input checked="" type="checkbox"/> yes
Incident Reporting	<input checked="" type="checkbox"/> yes
Serious Incident Response Scheme (SIRS)	<input checked="" type="checkbox"/> yes
Safe supervision of Medication (RN Only)	<input type="checkbox"/> yes <input type="checkbox"/> no
Clients rights and responsibilities	<input type="checkbox"/> yes <input type="checkbox"/> no
Managing Feedback and Complaints	<input type="checkbox"/> yes
Privacy and Confidentiality	<input type="checkbox"/> yes
Dignity and Respect /Professional Conduct and Boundaries	<input type="checkbox"/> yes
Recognised Qualifications or Training Courses	
Current qualifications and registrations e.g. RN, EN, AIN, SW, Allied Health Professionals.	<input checked="" type="checkbox"/>
Qualifications; 1) Registered Nurse 2) Enrolled Nurse 3) Assistant in Nursing 4) Support Worker a. Certificate III in Individual Support (mandatory or enrolled) b. Certificate III in Disability Support (mandatory or enrolled) c. Certificate III in Aged Care (mandatory or enrolled) 5) Allied Health Professional Certification in chosen field (i.e. Physiotherapy, Podiatry, Massage etc.)	

9 Confidentiality

(a) The service provider/contractor acknowledges that all confidential information is secret and confidential to Omnicare Alliance Ltd and that any unauthorised use of the confidential information by the Contractor may cause loss, damage or expense to Omnicare Alliance Ltd.

(b) The service provider/contractor:

i) Must keep the confidential information secret and private; and

- ii) May not use the confidential information other than in connection with the performance of its obligations under this Agreement.
- (c) The service provider/contractor may disclose the confidential information:
 - i) To those of its officers, employees and professional advisers who:
 - (a) Have a specific need to have access to the confidential information in order to allow the service provider/contractor to perform its obligations under this agreement;
 - (b) Have been notified in writing of the terms on which Omnicare Alliance Ltd has disclosed the confidential information to the service provider/contractor; and
 - (c) Have agreed to comply with this Agreement; or
 - ii) Only to the extent required by law.
- (d) The obligations under this clause do not apply to confidential information which:
 - i) Is or becomes available to the public, except as a result of a breach of this Agreement; or
 - ii) Has otherwise become known to the service provider/contractor; or
 - iii) The service provider/contractor proves it knew before Omnicare Alliance Ltd disclosed the confidential information to it.

10 Service Cancellation

- 10.1 In the event that Omnicare Alliance Ltd cancels a specific service request with less than 2 hours' notice Omnicare Alliance Ltd will reimburse the service provider/contractor for the first hour of the service request or part thereof if the service request was less than one hour.
- 10.2 In the event that the service provider/contractor provides less than 24 hours' notice of cancellation of any specific service request, Omnicare Alliance Ltd is entitled to charge the service provider/contractor a cancellation fee of a maximum of 2 hours for each service. Contact the after-hours ph 1300 336 488.
- 10.3 Both parties will make every reasonable effort to ensure that any cancellation notice is given at the earliest convenience.
- 10.4 In emergency situations both Omnicare alliance ltd and the service provider/contractor may agree to waiver rights to cancellation fees

SCHEDULE OF SERVICES AND FEES

Services	Fees (inc GST)
Nursing	
Clinical Care	
Other:	

Welcome



Home Care | Disability Services | Social Support
Meals | Home Modifications & Maintenance

I – APPENDIX 3

STATUTORY DECLARATION

I **[name]**, of
[business name] make the following declaration under the *Statutory Declarations Act 1959*:

1. All persons over the age of 16 who have been employed, hired, retained or contracted by**[business name]**, and who will provide services under this service agreement between Omnicare Alliance Ltd and**[business name]**; who will, or are reasonably likely to have unsupervised access to Omnicare Alliance Ltd clients have:

- a. Recognised Qualifications or Training commensurate to the work required.
- b. A Police Certificate that is dated not more than three (3) years or NDIS Worker Screening Check that is dated not more than three (5) years before the first day on which the staff member is to provide services under the agreement;
- c. The Police Certificate or a NDIS Worker Screening Check does not record that the staff member has been:
 - i. convicted of murder or sexual assault; or
 - ii. convicted of and sentenced to imprisonment for any other form of assault.
- d. A verified Working With Children Check (WWCC) that is dated not more than five (5) years before the first day on which the staff member is to provide services under the agreement ;

2. If a staff member had been, at any time since they turned 16 years, a citizen or permanent resident of a country other than Australia, that person has made a Statutory Declaration stating that they have never been;

- a. convicted of murder or sexual assault; or

- b. convicted of and sentenced to imprisonment for any form of assault.
- 3. No person will be allowed to continue employment as a staff member if there is, for that person a Police Certificate or Statutory Declaration that records the person has been:
 - a. Convicted of murder or sexual assault; or
 - b. Convicted of and sentenced to imprisonment for any form of assault.
- 4.[business name] is compliant with the requirements of the Public Health Order relating to vaccination requirements for in-home and community aged care workers and disability workers.
- 5. All relevant staff and subcontractors have a current and valid white card on their person when providing services under this agreement.
- 6. I am satisfied, based on evidence that I have seen, that all of[business name] workers providing in-person services for Omnicare Alliance Ltd clients on or prior to the date of this declaration are compliant with the vaccination requirements, or have a medical contraindication to the vaccines.
- 7. All original or certified copies of Documents and all original Statutory Declarations pursuant to paragraphs 1 to 6 above are in the possession of.....[business name].
- 8. I am authorised to make this declaration by[business name] and do so from my own direct knowledge.

Signature: _____ Dated: _____
Declared at (place) _____
Before me: _____

(in the presence
of)

.....
Signature of Witness

.....
(print) Full name, address, and qualifications

of witness

Or; I,

a JP for NSW (JP registration number) certify;

[* Include only the text that applies]

1. *I saw the face of the declarant / deponent, or
*I did not see the face of the declarant / deponent because he/ she was wearing a face covering but I am satisfied that he/
she had a special justification for not removing it, and
2. * I have known the person for at least 12 months OR
* I confirmed the person's identity with (Describe
identification document relied on)

.....
Signature of JP

.....
Date

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

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

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

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

Architect adviser	Chiropractor	Dentist	Financial
Financial Planner	Legal practitioner	Medical practitioner	Midwife
Migration agent registered under Division 3, of Part 3, of the <i>Migration Act 1958</i>			
Nurse	Optometrist Pharmacist	Patent attorney	
Physiotherapist surgeon	Psychologist	Trade marks attorney	Veterinary

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

3. a person who is in the following list:

- Accountant who is:
 - a) a fellow of the National Tax Accountants' Association; or
 - b) a member of any of the following:
 - i. Chartered Accountants Australia and New Zealand;
 - ii. the Association of Taxation and Management Accountants;
 - iii. CPA Australia;
 - iv. the Institute of Public Accountants.
- Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public.
- APS employee engaged on an ongoing basis with 5 or more years of continuous service who is not specified in another item in this list.
- Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the *Consular Fees Act 1955*).
- Bailiff.
- Bank officer with 5 or more continuous years of service.
- Building society officer with 5 or more years of continuous service.
- Chief executive officer of a Commonwealth court.
- Clerk of a court.
- Commissioner for Affidavits.
- Commissioner for Declarations.
- Credit union officer with 5 or more years of continuous service.
- Employee of a Commonwealth authority engaged on a permanent basis with 5 or more years of continuous service who is not specified in another item in this list.
- Employee of the Australian Trade and Investment Commission who is:
 - a) in a country or place outside Australia; and
 - b) authorised under paragraph 3 (d) of the *Consular Fees Act 1955*; and
 - c) exercising the employee's function at that place.
- Employee of the Commonwealth who is:
 - a) at a place outside Australia; and
 - b) authorised under paragraph 3 (c) of the *Consular Fees Act 1955*; and

- c) exercising the employee's function at that place.
- Engineer who is:
 - a) a member of Engineers Australia, other than at the grade of student; or
 - b) a Registered Professional Engineer of Professionals Australia; or
 - c) registered as an engineer under a law of the Commonwealth, a State or Territory; or
 - d) registered on the National Engineering Register by Engineers Australia.
- Finance company officer with 5 or more years of continuous service.
- Holder of a statutory office not specified in another item in this list.
- Judge.
- Justice of the Peace.
- Magistrate.
- Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the *Marriage Act 1961*.
- Master of a court.
- Member of the Australian Defence Force who is:
 - a) an officer,
 - b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service,
 - c) a warrant officer within the meaning of that Act.
- Member of the Australasian Institute of Mining and Metallurgy.
- Member of the Governance Institute of Australia Ltd.
- Member of:
 - a) the Parliament of the Commonwealth,
 - b) the Parliament of a State,
 - c) a Territory legislature,
 - d) a local government authority.
- Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961*.
- Notary public, including a notary public (however described) exercising functions at a place outside:
 - a) the Commonwealth,
 - b) the external Territories of the Commonwealth.
- Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office providing postal services to the public.
- Permanent employee of:
 - a) a State or Territory or a State or Territory authority,
 - b) a local government authority with 5 or more years of continuous service, other than such an employee who is specified in another item of this list.
- Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made.
- Police officer.
- Registrar, or Deputy Registrar, of a court.
- Senior executive employee of a Commonwealth authority.
- Senior executive employee of a State or Territory.
- SES employee of the Commonwealth.
- Sheriff.
- Sheriff's officer.
- Teacher employed on a permanent full-time or part-time basis at a school or tertiary education institution.