



Omnicare Contractor

Standard Service Agreement

Clinical

Supplier Agreement

This Agreement is made on (Date)_____

between Omnicare Alliance Ltd ACN 611 814 003 of Level 1, 35 Grant Street, Port Macquarie NSW 2444 (Registered Provider)

and The Contractor named in Item 1 (Contractor)

Recitals

The Registered Provider operates the Site/s and wishes to engage the Contractor to provide the Goods and/or Services.

The Contractor agrees to provide the Goods and/or Services on the terms and conditions set out in this Agreement.

Now it is agreed as follows:

1 Interpretation and Definitions

1.1 Interpretation

In this Agreement, unless the context otherwise requires, words

and phrases used have the meanings set out in clause;

a reference to:

one gender includes the others;

the singular includes the plural, and the plural includes the singular;

any contract (including this Agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;

a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;

a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;

a group of persons is a reference to any two or more of them taken together and to each of them individually;

an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;

money (including '\$', 'AUD' or 'dollars') is to Australian currency;

time is to time in the Territory;

unless expressly stated, no party enters into this Agreement as agent for any other person (or otherwise on their behalf or for their benefit);

the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;

the words 'costs' and 'expenses' include reasonable charges, expenses and legal costs on a full indemnity basis;

headings and the table of contents are for convenience only and do not form part of this Agreement or affect its interpretation;

if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

if the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day;

where there are two or more persons in a party each are bound jointly and severally;
and

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 this Agreement or the inclusion of the provision in this Agreement.

Definitions

In this Agreement:

Aged Care Clearance Decision means a decision under the *Aged Care Act 2024* (Cth) that a person seeking to work with individuals accessing funded aged care services does not pose a risk to those individuals;

Aged Care Code of Conduct means the code of conduct that applies to Aged Care Workers, Responsible Persons and registered providers under Part 5 of Chapter 1 of the *Aged Care Rules 2025* (Cth) as amended or replaced from time to time;

Aged Care Exclusion Decision means a decision under the *Aged Care Act 2024* (Cth) that a person seeking to work with individuals accessing funded aged care services poses a risk to such individuals;

Aged Care Interim Bar has the meaning given in the *Aged Care Rules 2025* (Cth);

Aged Care Laws means the *Aged Care Act 2024* (Cth), the *Aged Care Rules 2025* (Cth) and any associated regulations, principles and rules as amended or replaced from time to time;

AHPRA means the Australian Health Practitioner Regulation Agency;

Applicable Laws means:

- (a) the Aged Care Laws;
- (b) for Goods generally, all laws relating to the sale, possession, delivery use or maintenance of the Goods, including registration and licencing requirements, if any;
- (c) for Services generally, all laws relating to the delivery of the Services;
- (d) all occupational and/or workplace health and safety laws that apply in the Relevant Jurisdiction; and
- (e) any other laws applicable to the provision of the Goods and/or Services,

as amended or replaced from time to time;

Australian Privacy Principles means the Australian privacy principles set out in the Privacy Act;

Banning Order means an order made by a relevant regulator banning a person or entity from engaging in funded aged care services, including an order made under sections 497 and 498 of the *Aged Care Act 2024* (Cth) and includes an NDIS Banning Order;

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

Business Hours means 8am to 5pm on a Business Day;

CHSP means the Commonwealth Home Support Programme;

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, Loss, cost, expense or liability however arising;

Client means any client of the Registered Provider to whom the Contractor provides the Goods and/or Services under this Agreement;

Clinical Service Standards means the requirements set out in Error! Reference source not found.;

Commencement Date means the date in Item 2 of Schedule 1;

Compliance Requirements means the requirements specified as the compliance requirements in Schedule 3 and any other requirements reasonably notified by the Registered Provider to the Contractor;

Confidential Information means any information disclosed by a party to the other party in connection with this Agreement, including information about a party's business or affairs and any Client details;

Conflict of Interest means a conflict of interest, whether actual or potential, arising through the Contractor engaging in any activity or obtaining any interest that is likely to or interfere with the Contractor in providing the Goods and/or Services fairly and independently;

Data Breach has the meaning given in clause 0;

Defective Goods has the meaning given in clause 1.8;

Expiry Date means the date in Item 3 of Schedule 1;

Fees means the fees set out in Schedule 2;

Further Term means the further term in Error! Reference source not found. of Schedule 1;

Goods and/or Services means the goods and/or services to be provided under this Agreement as set out in Schedule 2 or as otherwise agreed by the parties;

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

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) including any regulations under that Act;

Intellectual Property Rights means all intellectual property rights and interests throughout the world and all associated goodwill, whether present or future, whether registered or unregistered, including patents, copyright, registered designs, trade or service marks, company and business names, Confidential Information and any application or right to apply for registration of the same;

KPIs means the KPIs set out in Schedule 2 or as otherwise agreed by the parties from time to time;

Loss means all loss, liability, damage, claims, injury (including disease or illness), death, expense (including legal expenses) or cost;

Materials means any material in whatever form (including copies of such material) including any information, software, source code, documented methodology or process and other documentation (including books, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions), in connection with this Agreement;

NDIS means the National Disability Insurance Scheme;

NDIS Banning Order has the meaning given in the *Aged Care Act 2024* (Cth); and in applicable NDIS legislation.

NDIS Workers Screening Clearance has the meaning given in the *National Disability Insurance Scheme Act 2013* (Cth) for the term "clearance decision";

NDIS Code of Conduct means the code of conduct that applies to Workers, Responsible Persons and registered providers as referred to in current legislation;

NDIS Exclusion Decision has the meaning given in the *National Disability Insurance Scheme Act 2013* (Cth) for the term "exclusion decision";

NDIS Interim Bar has the same meaning given in the *National Disability Insurance Scheme (Practice Standards – Worker Screening) Rules 2018* (Cth) for the term "interim bar";

Notifying Party has the meaning given in clause 0;

Personal Information has the meaning given in the *Privacy Act 1988* (Cth);

Personnel means directors, officers, employees, agents or sub-agents, contractors or sub-contractors of the Contractor and includes the Contractor if they are providing the Goods and/or Services;

Police Certificate, for a person, means a report about a person's criminal conviction record prepared by:

the Australian Federal Police; or

- (f) the Australian Criminal Intelligence Commission; or
- (g) an agency accredited by the Australian Criminal Intelligence Commission; or
- (h) the police force or police service of a State or Territory,

which is not more than 3 years old and does not record that the person has been convicted of murder or sexual assault or convicted of, and sentenced to imprisonment for, any other form of assault;

Policies means any policies and/or procedures of the Registered Provider reasonably notified to the Contractor as applicable to the provision of Goods and/or Services;

Pre-Existing IPR has the meaning given in clause 0;

Priority 1 Reportable Incident means a Reportable Incident:

has caused or could have caused a Client physical or psychological injury or discomfort that requires medical or psychological treatment to resolve; or

where there are reasonable grounds to report the incident to police; or

that involves unlawful sexual contact, inappropriate sexual conduct or the unexpected death or absence of a Client;

Privacy Act means the *Privacy Act 1988* (Cth);

Relevant Jurisdiction means the New South Wales jurisdiction

Remedial Action Plan has the meaning in clause Error! Reference source not found.;

Reportable Incident means:

unreasonable use of force against a Client;

unlawful sexual contact, or in appropriate sexual conduct inflicted on a Client;

psychological or emotional abuse of a Client;

unexpected death of a Client;

stealing from or financial coercion of a Client by an Aged Care Worker;

neglect of a Client;

inappropriate use of restrictive practices in relation to a Client (other than in accordance with the requirements of Applicable Laws); or

unexplained absence of a Client in the course of delivering funded aged care services;

Responding Party has the meaning given in clause 0;

Risk Assessed Role has the meaning given in the relevant legislation including NDIS;

Service Request means a service request made under the General Provisions in accordance with the terms of this agreement and set out in Schedule 2.

Sites means the sites set out in Schedule 4;

Suitability Requirements means the suitability requirements in Part B of Schedule 3;

Term has the meaning given in clause 0;

WHS means workplace health and safety under the Work Health and Safety legislation in force in the Relevant Jurisdiction;

WHS Law means any all applicable laws, codes of practice, Australian Standards, compliance codes, directions, notices and the like issued in accordance with any Applicable Laws relating to work health and safety, dangerous goods or electrical safety; and

Worker Screening Requirements means the requirements set out in Part A of Schedule 3.

Term

Term

This Agreement commences on the Commencement Date and continues until the Expiry Date unless extended or terminated in accordance with this Agreement (Term).

Exclusivity and volume

1.2 Exclusivity

The Contractor acknowledges and agrees that its provision of Goods and/or Services under this Agreement is non-exclusive. Volume

The Contractor acknowledges and agrees that there is no minimum volume of Goods and/or Services to be supplied under this Agreement unless stated in Schedule 2.

Contractor obligations

1.3 Provisions of Goods and/or Services

The Contractor agrees to provide to the Registered Provider the Goods and/or Services described in, and in accordance with, Schedule 2.

Obligations

- 1.4 The Contractor must provide the Goods and/or Services in accordance with:
- this Agreement;
 - all Applicable Laws (with governing emphasis on NSW Law);
 - all Policies notified to the Contractor from time to time;

the Clinical Service Standards;

the KPIs;

all reasonable directions of the Registered Provider.

Associated Provider obligations

The Contractor agrees and undertakes to comply with all of its obligations under the Aged Care Laws as an Associated Provider, including:

providing the Registered Provider with all relevant information so that the Registered Provider may comply with its obligations under the Applicable Laws; and including any details of a change in circumstances or ownership of the Contractor;

taking reasonable steps to ensure that a Client's property is not damaged in the delivery of the Goods and/or Services.

The Contractor acknowledges that the Registered Provider is responsible for the conduct of the Contractor as an Associated Provider under the Aged Care Laws. The Contractor must and must ensure its Personnel, do not do anything which would cause or would likely cause the Registered Provider to:

contravene any Applicable Laws;

breach any Policies;

breach any of its conditions of registration under the Aged Care Laws or cause the regulator to take any regulatory actions under Chapter 6 of the *Aged Care Act 2024* (Cth) or any other action under that Act affecting the Registered Provider's registration or ability to provide funded aged care services.

Service standards

The Contractor must perform Services:

to a standard of professional care, skill, expertise and judgment expected of a competent personal experienced in providing services of a type similar to the Services;

in a diligent and timely manner;

using Personnel who are appropriately skilled, qualified and experienced;

(a) using sufficient resources to provide the Services in accordance with this Agreement.

Service Requests

1.5 Service Requests

- (a) The Registered Provider will complete a Service Request as set out in Schedule 2.
- (b) The Contractor will accept or decline each new Service Request within 24 hours of receiving the notification during business hours or within three hours of the next business day, unless otherwise specified.
- (c) A Service Request must be approved by the Registered Provider.
- (d) The Parties agree and acknowledge that the Registered Provider is not liable for the delivery of any Goods and/or Services other than Goods and/or Services delivered in accordance with a Services request that has been approved by the registered provider in accordance with the terms of this agreement.

1.6 Cancellation Fees

- (a) Both parties will make every reasonable effort to ensure that any cancellation notice is given at the earliest convenience.
- (b) Each party is entitled to charge the other cancellation fees in the following circumstances:
 - (i) if the Registered Provider cancels a specific Service Request with less than two hours' notice, the Contractor is entitled to charge an amount equal to the first hour of the Service Request; or
 - (ii) if the Contractor cancels a specific Service Request with less than 48 hours' notice, the Registered Provider is entitled to charge an amount equal to a maximum of two hours for each service.

Goods

Warranties in relation to Goods

The Contractor must ensure any Goods supplied in accordance with this Agreement are:

suitable for their intended purpose typical of items of the same type;

new and of marketable quality;

devoid of defects; and

free from all encumbrances.

1.7 Risk

Goods are at the Contractor's risk until the Registered Provider accepts them in accordance with clause 1.8. Completion of a delivery acknowledgment or payment for Goods does not constitute acceptance.

1.8 Acceptance of Goods

If, within 10 Business Days of delivery, the Registered Provider (acting reasonably) notifies the Contractor that any Goods:

are defective;

are not fit for their intended purpose;

are not of merchantable quality; or

do not meet their description,

(Defective Goods)

those Defective Goods will be returned to the Contractor at the cost of the Contractor.

If the Contractor has not provided any notice under clause 0, the Goods will be deemed accepted by the Registered Provider.

At the Registered Provider's reasonable request, Defective Goods must be resupplied or rectified promptly, and in any case no later than 48 hours after the time of supply or notice of the Defective Goods, to the Registered Provider's reasonable satisfaction.

1.9 Manufacturer's warranty

If a claim in relation to Goods arises under any manufacturer's warranty or other warranty given by the Contractor concerning defects, the Contractor must promptly repair or replace the Goods, at its expense. Following such repair or replacement, the Goods must meet the requirements set out in clause 0 and continue to conform with all warranties.

Personnel

1.10 Personnel obligations

In providing the Goods and/or Services, the Contractor must ensure that its Personnel who supply the Goods and/or Services:

are competent in relation to their role, hold any relevant qualifications and have the relevant expertise and experience to fulfil the defined role;

hold any necessary permits, licences, certifications, registrations, insurances and other statutory requirements necessary for the performance of their role;

comply with the Suitability Requirements;

do not use and are not under the influence of alcohol or illicit substances;

complete any induction or training and education as reasonably required by the Registered Provider and relevant to the Goods and/or Services being supplied;

are supplied with appropriate materials, tools and protective clothing; provide the Goods and/or Services in accordance with this Agreement, including in accordance with all Applicable Laws.

Vaccination and infection control

The Contractor must ensure that each of its Personnel meets any vaccination and infection control requirements in any of our Policies as reasonably notified to them from time to time.

Worker Screening Requirements

- (a)** The Contractor must, at its expense, and for each of its Personnel:
 - (i)** comply with all Worker Screening Requirements, including under Applicable Laws and including obtaining the Worker Screening Requirements for its Personnel at Schedule 3;
 - (ii)** take such steps as are reasonable or required by any Applicable Laws to verify the validity and the authenticity of any Compliance Requirements, including reviewing the currency of any Worker Screening Checks to ensure that they are current and valid.
- (b)** The obligation of the Contractor to obtain and review all applicable Compliance Requirements for its Personnel must be undertaken prior to commencing any provision of Goods and/or Services under this Agreement.

Notification requirements

The Contractor must ensure that it notifies the Registered Provider immediately where any of its Personnel are in a Risk Assessed Role and the following occurs:

an Aged Care Exclusion Decision (or any Aged Care Interim Bar is in force) for the Worker;

an NDIS Exclusion Decision (or any NDIS Interim Bar) is in force for the Worker;

an Aged Care Clearance Decision or NDIS Clearance Decision is suspended;

where the Worker has a Police Certificate issued to comply with the Worker Screening Requirements which contains reference to:

convictions of murder or sexual assault;

convictions of, and sentences to imprisonment for, any other form of assault;

convictions of any offence relating to fraud or dishonesty.

they are 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 their suitability;

a health professional registration being investigated or subject to any suspensions or exclusions;

where Goods and/or Services are being provided under CHSP:

convictions involving the death of a person;

convictions and sentences to imprisonment for at least 1 year for a sex related offence or an offence involving dishonesty which is not minor.

Removal of Personnel

The Contractor must:

notify the Registered Provider immediately in the event a member of its Personnel is non-compliant with this clause 0 or any other term of this Agreement;

ensure that any Personnel who do not comply with this clause 0, or any other term of this Agreement, are not engaged in connection with the provision of Goods and/or Services;

remove any Personnel:

who are, or become, non-compliant with this clause;

upon the request of the Registered Provider; and

if, in the reasonable opinion of the Registered Provider, the work standard of any member of the Contractor's Personnel is unsuitable, counsel that individual for poor performance and will work cooperatively with the Contractor to resolve the Registered Provider's concerns.

if, a request is made to replace any Personnel who are incompatible or unacceptable to the Client, respond to any such request as soon as possible.

Aged Care Code of Conduct and NDIS Code of Conduct

The Contractor acknowledges that it and its Personnel are persons to whom the Aged Care Code of Conduct or NDIS Code of Conduct may apply.

The Contractor must:

- comply with the Aged Care Code of Conduct and/or NDIS Code of Conduct;

- take reasonable steps to ensure its Personnel are aware of and comply with the Aged Care Code of Conduct and/or NDIS Code of Conduct, to the extent relevant to them in their role; and

- ensure that its Personnel understand their responsibilities under the Aged Care Code of Conduct and the potential consequence of non-compliance with the Aged Care Code of Conduct including the potential for a Banning Order and/or a civil penalty to be imposed as a result of a breach of the Aged Care or NDIS Code of Conduct.

Training

The Contractor must ensure that its Personnel comply with all training and learning requirements reasonably required by the Registered Provider to meet its obligations under this Agreement and under all Applicable Laws.

The Registered Provider may require the Contractor and its Personnel:

- to undertake training and the Contractor must ensure that it and its Personnel complete such training as required by the Registered Provider;

- to provide evidence that the Contractor and its Personnel have complied with all of the training and learning required under clause 00, including, without limitation, a statutory declaration from the Contractor confirming compliance with this obligation (see Schedule 6).

Banning order

The Contractor must ensure that it and its Personnel are not subject to any Banning Order that prohibits or restricts the Contractor or its Personnel from being involved or engaging in providing Goods and/or Services to a Client.

The Contractor must notify the Registered Provider immediately in the event it, or any of its Personnel become subject to, or are being investigated in relation to, a Banning Order.

Obligations

In respect of all Personnel engaged by the Contractor to provide the Goods and/or Services, the Contractor is solely responsible for:

administrative matters related to that employment or engagement;
the payment of wages, salary, workers compensation, employment entitlements, insurance, fringe benefits tax, payroll tax and superannuation; and
disciplinary matters and the termination of employment or engagement of those Personnel (as applicable).

Work Health and Safety

The Contractor must:

ensure that it meets its obligations under WHS Law in connection with the delivery of Goods and/or Services;

implement and maintain a documented WHS policy and provide the Registered Provider with a copy of the policy upon request;

notify the Registered Provider immediately of any identified notifiable incidents, hazards, safety concerns, accidents or incidents, near misses or other WHS matters relevant to the delivery of Goods and/or Services.

Reportable Incidents

1.11 Reporting incidents

The Contractor (including its Personnel) must report any incidents that occur in connection with the provision of the Goods and/or Services under this Agreement to the Registered Provider:

as soon as possible upon becoming aware of an actual, alleged or suspected Priority 1 Reportable Incident;

for any other Reportable Incident that is not a Priority 1 Reportable Incident:

on the date the Contractor becomes aware of an actual, alleged or suspected Reportable Incident; or

as soon as possible on the following Business Day if the Contractor becomes aware of an actual, alleged or suspected Reportable Incident outside of Business Hours.

for 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 within 15 minutes;

(i) for incidents which relate to Client falls or injury as soon as practicable but not later than within 24 hours of the incident occurring. The

Contractor must ensure its Personnel's compliance with this clause 1.11.

- (b) The Contractor acknowledges that it has read the Information Sheets contained at Schedules 4, 5 and 6.

1.12 Registered Provider response

Where there has been a Reportable Incident, the Registered Provider may do any or all of the following:

- investigate the Reportable Incident, in which case the Contractor must provide reasonable cooperation and assistance;
- require the Contractor to withdraw any Personnel who are subject to or associated with any adverse allegation in relation to the incident from the delivery of Goods and/or Services under this Agreement;
- report the allegation to a relevant disciplinary body; and
- report the allegation to police or other statutory authority.

Without limiting a party's obligations under this Agreement, the parties will cooperate reasonably with each other and take all action necessary in relation to a Reportable Incident, to ensure the immediate safety and welfare of Personnel and any Client.

1.13 Contractor obligations

- (a) The Contractor must ensure its Personnel:
 - (i) are aware of and understand their roles and responsibilities in managing and responding to Reportable Incidents;
 - (ii) comply with the Registered Provider's incident management system and policy;
 - (iii) undertake all appropriate training and education (provided by the Registered Provider or otherwise) related to incident management;
 - (iv) report all incidents to the Contractor within time to enable the Contractor or Registered Provider to determine whether the incident is a Reportable Incident and comply with its reporting obligations;
 - (v) escalate incidents to the Contractor's management so they can be appropriately managed; and
 - (vi) document incidents in an incident management system

The Contractor acknowledges that it has read the Information Sheets contained at Schedules 4, 5 and 6. Complaints and Feedback Management

1.14 Complaints and feedback management system

The Contractor must:

implement and maintain a Complaints and Feedback Management system to capture, manage and report to the Registered Provider any complaints or feedback relating to the Goods and/or Services provided under this Agreement in accordance with the Applicable Laws;

report, and ensure its Personnel report, all complaints and feedback regarding the Goods and/or Services provided under this Agreement to the Registered Provider as soon as possible after becoming aware of any complaints or feedback;

inform the Registered Provider if it becomes aware of any allegations of improper conduct involving any Personnel in connection with the provision of the Goods and/or Services provided under this Agreement as soon as possible by contacting 1300 336 488 or emailing mylife@omnicare.org.au;

Unless otherwise agreed, the Contractor must report all complaints and feedback to the Registered Provider via mylife@omnicare.org.au.

Without limiting a party's obligations under this Agreement, the parties will cooperate with each other and take all action necessary in relation to feedback or a complaint, to ensure the immediate safety and welfare of Personnel and any Client.

1.15 Compliance with Registered Provider's policies

The Contractor must ensure that it and its Personnel:

comply with the Registered Provider's whistleblowing policy and complaints and feedback management policy;

understand their roles and responsibilities as Aged Care Workers in managing and dealing with disclosures made under the Applicable Laws and in relation to the Registered Provider's complaints and feedback management system; and

undertake any relevant training or learning required by the Registered Provider in relation to whistleblowing or complaints and feedback.

The Registered Provider may provide feedback and suggest measures to the Contractor and its Personnel. Any such feedback provided to the Contractor must be communicated to its Personnel deemed Aged Care Workers.

Payment of Fees

1.16 General

In consideration of the Contractor providing the Goods and/or Services in accordance with this Agreement, the Registered Provider will pay the Contractor the Fees.

The Registered Provider will not be liable for reimbursing any expenses of the Contractor (in excess of the Fees) unless the Contractor obtains the written approval of the Registered Provider prior to the expense being incurred.

Invoicing

The Contractor must provide a valid itemised tax invoice (via the preferred method specified by the Registered Provider) for the Goods and/or Services within 30 days of the Goods and/or Services being provided. The tax invoice must specify:

the date the Goods and/or Services were provided;

the client name at which the Goods and/or Services were provided;

the duration of the provision of any Services;

the type of Goods and/or Services;

the details and quantity of Goods provided, including unit cost (exclusive and inclusive of GST);

any other approved costs or reimbursements incurred in providing the Goods and/or performing the Services, such as travel;

the total Fees claimed (exclusive and inclusive of GST) and the total amount of GST claimed; and

account details for an electronic funds transfer payment.

Clearly detail registered ABN of the Contractor.

Payment of invoices

Subject to the Contractor's compliance with this clause 0, the Registered Provider will pay invoices via electronic funds transfer into the account nominated by the Contractor within 30 days of receiving an invoice except where the Registered Provider disputes the invoice, in which case:

the Registered Provider will pay the undisputed portion of the relevant invoice (if any) and dispute the balance;

the dispute will be resolved in accordance with clause 0; and

if the resolution of the dispute determines that the Registered Provider is to pay an amount to the Supplier, the Registered Provider will pay that amount upon resolution of the dispute.

Payment not proof of compliance with this Agreement

Any payment made under this Agreement will not be taken or construed as proof or admission that the Goods and/or Services were to the satisfaction of the Registered Provider but will only be taken to be payment on account.

Failure to submit invoices

The Contractor agrees that the Registered Provider obligation to pay the Fees does not arise unless and until the Contractor has issued a valid tax invoice in accordance with clause 0.

Deduction

The Registered Provider may deduct from any payment due to the Contractor an amount equivalent to any amount owed, or claimed to be owing, by the Contractor to the Registered Provider under this Agreement. The Registered Provider will provide at least 7 days prior written notice of any deduction.

GST

1.17 General

Any amount referred to in this Agreement which is relevant in determining a payment to be made by one of the parties to the other is exclusive of any GST unless indicated otherwise.

If GST is imposed on a supply made under or in connection with this Agreement, the consideration provided for that supply is increased by the rate at which that GST is imposed. The additional consideration is payable at the same time as the consideration to which it relates.

1.18 Tax Invoice

The Contractor must issue a tax invoice to the Registered Provider of the supply at the time of payment of the GST inclusive consideration or at another time agreed by the parties.

1.19 Input tax

If one of the parties is entitled to be reimbursed for an expense or outgoing incurred in connection with this Agreement, the amount of the reimbursement will be net of any input tax credit which may be claimed by the party being reimbursed in relation to that expense or outgoing.

Confidentiality

Confidentiality

1.20 Each party agrees to keep confidential all Confidential Information obtained or used by them in relation to the provision of the Goods and/or Services under this Agreement, including information relating to:

(The business and affairs of the other party to this Agreement; and
if applicable, the Clients of the Registered Provider.

Exclusions

The obligation of confidence in clause 0 does not apply to Confidential Information that is:

required to be disclosed by any laws, including the Applicable Laws;

in the public domain otherwise than as a result of a breach of this Agreement or another obligation of confidence; or

already known by the recipient of the Confidential Information independently of its involvement in this Agreement or interaction with the other party and free of any obligation of confidence.

Permitted disclosures

Each party may disclose Confidential Information of the other party only on a 'need to know' and confidential basis:

with the prior written consent of the other party; or

to its employees, agents, officers or Personnel,

for the exercise of rights or the performance of obligations under this Agreement.

Each party who discloses Confidential Information of the other party pursuant to clause 00 must ensure that such information is kept confidential by the recipients.

Preventing disclosures

Each party must take all steps and do all such things as may be reasonably necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the other party.

Notification

Each party must promptly notify the other party if it becomes aware that:

- a disclosure of the other party's Confidential Information may be required by any Applicable Law or otherwise in the circumstances envisaged by clause 0; or
- an unauthorised disclosure of the other party's Confidential Information has occurred.

Survival of obligations

The obligations of this clause 0 survive the expiry or termination of this Agreement.

Intellectual Property Rights

Pre-Existing IPR

The ownership of the Intellectual Property Rights in any Materials which exist prior to the Commencement Date or which are created independently of this Agreement (Pre-Existing IPR) remain the property of the party who created the Materials and no Intellectual Property Rights will be transferred or assigned merely by virtue of that item's use for the purposes of this Agreement.

Intellectual Property Rights under this Agreement

The Contractor acknowledges and agrees that all Intellectual Property Rights in Materials created by the Registered Provider are owned by the Registered Provider.

Where the Contractor creates Materials for use by the Registered Provider in the course of providing the Goods and/or Services, the Intellectual Property Rights of such Materials will be owned by the Registered Provider.

To the extent which the Registered Provider requires the use of any Pre-Existing IPR owned by the Contractor in relation to accessing or obtaining the benefit of the Goods and/or Services supplied under this Agreement, the Contractor agrees to grant a royalty free, perpetual, irrevocable, sublicensable, transferrable licence to the Registered Provider for that purpose.

1.21 Survival of obligations

The obligations of this clause 0 survive the termination or expiry of this Agreement.

Privacy & data security

Compliance with privacy laws

The Contractor agrees that all Personal Information it collects in the course of providing the Goods and/or Services will be collected, retained, used and disclosed only in accordance with the Privacy Act and Aged Care Laws and in particular, the Australian Privacy Principles.

Without limiting the generality of clause 00, the Contractor must:

not use or disclose Personal Information, other than as strictly required for the purpose of performing its obligations under this Agreement;

comply with the Registered Provider's privacy policy as reasonably notified to the Contractor from time to time;

ensure that it and its Personnel engage in all required training and education in relation to the handling of Personal Information and information relating to Clients; and

comply with any reasonable requests or directions of the Registered Provider relating to the collection, use or disclosure of Personal Information, including in relation to an individual's rights to access and amend their Personal Information.

Data Breach

The Contractor must notify the Registered Provider as soon as possible (and at least within 24 hours) if it becomes aware of any suspected or actual loss, misuse or unauthorised access, modification or disclosure of Personal Information (each such circumstance being a Data Breach).

Where any Data Breach occurs by or in relation to the Contractor, the Contractor must:

comply with the reasonable and lawful directions of the Registered Provider with respect to the assessment of a Data Breach and/or any necessary remedial actions;

provide all details of the Data Breach as requested by the Registered Provider; and

notify the Data Breach in accordance with the Privacy Act if directed to do so by the Registered Provider.

If the Contractor appoints a subcontractor or third party to carry out any of its obligations under this Agreement (in whole or in part) so that a third party or subcontractor is processing Personal Information on the Contractor's behalf,

the Contractor must enter into a written agreement with the subcontractor or third-party incorporating provisions equivalent materially similar to this clause 0.

No offshoring

The Contractor must not transfer or store any Personal Information which it receives, uses or collects in connection with this Agreement outside Australia, or allow parties located outside Australia to have access to such information, unless the Registered Provider gives its prior written consent.

Security

The Contractor must have in place adequate measures to protect any Personal Information or Confidential Information that it handles under this Agreement and comply with the Registered Provider's reasonable security requirements.

Survival of obligations

The obligations of this clause 0 survive the expiry or termination of this Agreement.

Record Keeping and Audit

Record and accounts

The Contractor must maintain adequate records relating to the performance of its obligations under this Agreement and as reasonably required by the Registered Provider, including (without limitation) the following:

full and accurate financial accounts relating to the provision of the Goods and/or Services and the operation of the Contractor;

evidence that it has complied with its obligations under this Agreement;

all details of the Contractor's Personnel deemed Aged Care Workers under the Applicable Laws, including:

which Aged Care Workers were engaged in a Risk Assessed Role when providing Goods and/or Services on any given day during the Term;

allegations of misconduct and actions taken, including any investigation;

evidence of the qualifications, skills or experience of the Personnel (including any training or education completed by Personnel).

all records required under the Applicable Laws relating to vaccination of its Personnel;

any other records required to be maintained by the Contractor under this Agreement or the Applicable Laws.

The Contractor must maintain all records and accounts referred to in this clause for a minimum period of 7 years and must make the records and accounts available for inspections by the Registered Provider on request.

Access to records

The Contractor acknowledges and agrees that the Registered Provider may, with reasonable notice to the Contractor, carry out from time to time an audit or review of the Contractor's compliance with or performance of its obligations under this Agreement including through inspections of any systems, records, practices or data, observation of the work undertaken by the Contractor and its Personnel, feedback from Clients and by any other reasonable means.

The Contractor must provide all records and reasonable assistance required by the Registered Provider for the purposes of meeting its obligations under clause 00

Unless otherwise agreed, each party must bear its own costs in relation to any audit undertaken by the Registered Provider under this clause.

Insurances

1.22 Insurance requirements

The Contractor must, at its own cost, procure and keep in force during the Term the insurances as specified in Item 4 of Schedule 1 with an insurer who is appropriately registered to provide insurance products with the Australian Prudential Regulation Authority.

The Contractor must not do or permit to be done anything that might render void or voidable any of its insurances or any of the Contractor's insurances.

1.23 Evidence of insurance

At the Registered Provider's request, the Contractor must provide to the Registered Provider certificates of currency evidencing that the insurance policies required under this clause have been effected and are current.

1.24 Survival of obligations

The obligations of this clause 0 survive the expiry or termination of this Agreement.

Indemnity

1.25 General

- (a) The Contractor indemnifies the Registered Provider and its employees, officers or agents (those indemnified) against any Loss which those indemnified suffer, sustain or incur in connection with:
- (i) any breach of this Agreement by the Contractor or its Personnel, including any breach caused by a negligent act or omission of the Contractor or its Personnel;
 - (ii) any negligence or other wrongful act or omission of the Contractor or its Personnel;
 - (iii) any damage to property, real or personal, including any infringement of third-party Intellectual Property Rights caused by or contributed to by the Contractor or its Personnel in connection with this Agreement;
 - (iv) any personal injury or death caused or contributed to by the Contractor or its Personnel in connection with the provision of Goods and/or Services in this Agreement;
 - (v) any claim made by or on behalf of a third party in relation to or arising out of provision of the Goods and/or Services.

Limitation of liability

The Contractor's liability under this clause The Contractor indemnifies the Registered Provider and its employees, officers, or agents (those indemnified) against any Loss which those indemnified suffer, sustain or incur in connecting with: is limited to the extent that the Registered Provider or its Personnel cause or contribute to the Loss.

1.26 Associated Provider liability

If the Contractor is deemed an Associated Provider due to the nature of the Goods and/or Services, the Registered Provider may become liable for the Contractor's breach of the Applicable Laws in the course of providing the Goods and/or Services. The Contractor also releases and indemnifies the Registered Provider against any Loss arising out of any conduct which constitutes a breach of this Agreement or the Aged Care Laws which causes the Registered Provider to become liable under the Aged Care Laws.

1.27 Consequential loss

Neither party is liable to the other in contract, in tort (including negligence), in equity, by operation of statute or otherwise for any consequential loss, including loss of business opportunity, loss of revenue, loss of profit or anticipated profit, loss of goodwill, loss arising from business interruption which does not directly and naturally

flow in the normal course of events from the occurrence of the event giving rise to liability for such loss, whether or not such loss was in the contemplation of the parties at the time of entry into this Agreement.

Survival of obligations

This clause 0 survives expiration or termination of this Agreement.

Termination

Termination for convenience

Either party may terminate this Agreement for convenience by providing the other party with 7 days' written notice.

Termination by either party

Either party may otherwise by written notice to the other party terminate this Agreement immediately if the other party:

fails to remedy a breach of any term of this Agreement within 7 Business Days after a notice to remedy that breach has been given to the other party;

breaches any term of this Agreement and such a breach is not capable of remedy;

where the other party is the Contractor:

refuses to proceed with the provision of Goods and/or Services under this Agreement; or

in the Registered Provider's reasonable opinion, fails to comply with a Remedial Action Plan under clause Error! Reference source not found.;

has a receiver, receiver and manager, controller, managing controller, administrator, official manager, trustee or provisional or official liquidator appointed over the assets or undertaking of the other party;

is or becomes insolvent within the meaning of the *Corporations Act 2001* (Cth); or

has an application filed, an order made or a resolution passed for the winding up or dissolution of a party (other than for the purposes of reconstruction or amalgamation).

1.28 No release

Upon termination of this Agreement nothing operates to discharge any party from its obligations arising under or in connection with this Agreement prior to the date of termination or expiry, or expressly provided by this Agreement to survive following termination of this Agreement, unless otherwise agreed in writing by the parties. This clause survives the expiry or termination of this Agreement.

1.29 Termination without prejudice

Any termination of this Agreement will be without prejudice to the rights of any party against the other in respect of anything done or omitted under this Agreement before termination or expiry or regarding any sums or other Claims outstanding at the time of termination or expiry.

Relationship of Parties

The Contractor is an independent contractor appointed under this Agreement to provide the Goods and/or Services in accordance with this Agreement and this Agreement does not create a relationship of employer and employee, principal and agent or partnership between the Registered Provider and the Contractor.

Conflict of interest

1.30 No Conflict of Interest

The Contractor warrants that, to the best of its knowledge, at the Commencement Date no Conflict of Interest exists or is likely to arise in the performance of its obligations under this Agreement.

1.31 Notification of Conflict of Interest

The Contractor must:

immediately notify the Registered Provider in writing of any actual or potential Conflict of Interest and of the steps proposed to take to resolve or otherwise deal with the Conflict of Interest; and

take steps as the Registered Provider reasonably requires to resolve or otherwise deal with the Conflict of Interest may reasonably require to resolve or otherwise deal with the Conflict of Interest.

Dispute Resolution

Agreement to Dispute Resolution

The parties to this Agreement will use all reasonable endeavours to first resolve disputes pursuant to clause 0 prior to seeking any external dispute resolution or lodgment of any claims.

Dispute Resolution Process

If a dispute arises in respect of any issue under this Agreement, a party (Notifying Party) must notify the other party (Responding Party) in writing advising of:

the issue giving rise to the dispute;

its available dates to meet and discuss the dispute; and

the representative it has authorised (Authorised Representative) to discuss the dispute with the Responding Party.

Within 7 Business Days of receiving the notice in clause 00, the Responding Party must notify the Notifying Party, in writing, advising of its available dates to discuss the dispute and the representative it has authorised to discuss the dispute with the Notifying Party (Authorised Representative).

The Authorised Representatives of each party must meet and discuss the dispute, and use best endeavours to resolve the dispute within 7 Business Days of meeting.

If the dispute remains unresolved within the time period referred to in subclause 00 then the dispute must be referred immediately (within 10 Business Days) to the parties' respective chief executive officers who must meet and discuss the dispute within 7 Business Days.

If within 7 Business Days from the meeting referred to in clause 00 the parties have failed to resolve a dispute, the parties must attempt to resolve the dispute by mediation in accordance with the Institute of Arbitrators and Mediators of Australia Rules for the Mediation of Commercial Disputes (in operation from time to time).

Injunctive relief

This clause 0 does not stop a party from seeking urgent or injunctive relief where that is necessary for the protection of a party's rights.

Assignment and Subcontracting

1.32 Assignment by Contractor

This Agreement must not be assigned or novated by the Contractor without the prior written consent of the Registered Provider which must not be unreasonably withheld.

1.33 Assignment by Registered Provider

The Registered Provider may assign or novate this Agreement at any time by providing 30 days' prior notice in writing to the Contractor. The Contractor must execute any documents reasonably required by the Registered Provider to give effect to any assignment or novation.

1.34 Subcontracting

The Contractor must not subcontract or otherwise allow any third party to deliver the Goods and/or Services or comply with its obligations under this Agreement without the Registered Provider's prior written consent, which must not be unreasonably withheld. If any subcontractor is appointed by the Contractor in accordance with this clause, the Contractor:

remains fully responsible for providing the Goods and/or Services and retains responsibility for any Personnel and for the acts or omissions of all Personnel of the subcontractor under this Agreement;

must ensure that the subcontractor is aware of and complies with all of the provisions of this Agreement, including the insurance requirements in clause 0, and the obligations to comply with all Applicable Laws; and

is liable for any breaches, acts or omissions of all subcontractors under this Agreement as if those breaches, acts or omissions were those of the Contractor.

General

Further action

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

Governing law

This Agreement is governed by and must be interpreted in accordance with the laws of the Relevant Jurisdiction and the parties submit to the non-exclusive jurisdiction to the courts of that State.

Notice

A notice or other communication required or permitted to be given by one party to another under this Agreement must be in writing and:

delivered personally;

sent by pre-paid mail to the address of the addressee specified in Schedule 1;
or

sent by email transmission to the email address of the recipient specified in Schedule 1.

A notice or other communication is taken to have been given (unless otherwise proved):

if mailed, on the third Business Day after posting; or

if sent by email before 5.00pm on a Business Day at the place of receipt, at the time it is sent and otherwise on the next Business Day at the place of receipt.

A party may change its address for service by giving notice of that change in writing to the other parties.

Amendment

This Agreement may only be varied by written agreement between the parties.

The Contractor acknowledges and agrees that if any laws are changed or introduced, or any relevant Authority publishes, issues or otherwise communicates any statement, rules, code or requirement which, in the reasonable opinion of the Registered Provider, renders or is likely to render all or part of this Agreement unenforceable, illegal or void, the Registered Provider may amend any part of this Agreement by providing 30 days' written notice to the Contractor or such shorter period to ensure the Agreement is legal, enforceable and not void.

Counterparts

This Agreement may be executed in original form and in any number of counterparts and all counterparts taken together will constitute one and the same instrument.

Whole agreement

This Agreement constitutes the entire agreement between the parties in respect of its subject matter and supersedes any prior agreements or negotiations, whether oral or written.

Electronic Signing

The parties consent to the use of electronic signature, which identifies the person signing and indicates their intention to sign this Agreement, to fulfil the requirements of signing this Agreement.

A counterpart may be electronic and binding if signed using an electronic signature (as specified in 00), or by delivering a scanned copy of the signed Agreement to the other party electronically.

Legal Costs

Except as expressly stated otherwise in this Agreement, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Agreement.

Severability

If a provision of this Agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Agreement unless severing the provision materially alters the scope and nature of this Agreement or the relative commercial or financial positions of the parties.

Waiver

A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

Surviving Obligations

The obligations in clause 14,15,16,18,19,20.2 survive termination of this agreement.

Schedule 1

Contract Schedule

Contractor Details		
Item 1	Name of Contractor	
	ACN or ABN of Contractor	
	Business Address of Contractor	
	Contact for the Contractor	Name: Address: Email: Phone:
	Out of Hours Phone:	
	Areas Served:	
	Services Offered:	
	Website:	
Agreement Details		
Item 2	Commencement Date	Date will be the date of Execution of this agreement by both parties.
Item 3	Expiry Date	Date will be twelve (12) months from the date of Execution of this agreement by both parties.
Item 4	<p>Insurance</p> <p>Public liability: [\$20,000,000 per incident] Product liability: [\$20,000,000 per annum] Professional liability (or medical malpractice insurance – nursing only): [\$10,000,000] Workers Compensation (as required by the Applicable Laws)</p> <p><i>[Note: if the Contractor is handling personal information then insert cyber insurance for a minimum of \$5,000,000]</i></p> <p>Please provide copies of Certificates of Currency (or equivalent) for the above.</p>	<input type="checkbox"/>

Item 5	Contact for the Registered Provider and address for notice	Name: Omnicare Alliance Address: Level , 35 Grant Street Port Macquarie NSW 24444 Email: contractors@omnicare.org.au Phone: 1300 336 488
Item 6	Contact for the Contractor and address for notice	Name: Address: Email:

Schedule 2

Goods and/or Services

General Provisions

General Provisions	
Services	The Contractor must provide the Registered Provider with the following Services (as amended from time to time): <i>e.g. meal preparation, transport, social support, home based personal care, nursing care etc.</i>
Goods	List of goods which are being supplied under this Agreement]
Fees	Expenses: Agreed rate of cents per kilometre for allowable travel expenses. Other allowable expenses:
KPIs	Insert details or alternatively a separate schedule could be included (depending on the extent and nature of the KPIs)
Process for Ordering Services	(optional notes)
Service Request Form	(optional notes)
Clinical Service Standards	(optional notes. If these standards do not apply, insert N/A)

Schedule 3

Compliance Requirements

Part A – Worker Screening Requirements

Item	Additional Detail/Requirement/Level	Evidence of Compliance Provided	Expiry or renewal date (if applicable)
<p>Interim period (until the commencement of rules prescribing aged care worker screening laws for all States and Territories)</p> <p>One of the following must be ticked for each Worker in a Risk Assessed Role:</p>			
Police Certificate	<p>A Police Certificate and for a person who has been, at any time after turning 16, a citizen or permanent resident of a country other than Australia—the person must make a statutory declaration stating that the person has never been convicted of murder or sexual assault; or convicted of, and sentenced to imprisonment for, any other form of assault.</p>	<input type="checkbox"/>	
Police Certificate (CHSP only)	<p>A Police Certificate which demonstrates that the worker has not been convicted of an offence involving the death of a person or that they have not been convicted of and sentenced to imprisonment for at least one year for a sex related offence or an offence involving dishonesty which is not minor.</p> <p>For a person who has been, at any time after turning 16, a citizen or permanent resident of a country other than Australia—the person must make a statutory declaration stating that the person has</p>	<input type="checkbox"/>	

Item	Additional Detail/Requirement/Level	Evidence of Compliance Provided	Expiry or renewal date (if applicable)
	never been convicted of murder or sexual assault; or convicted of, and sentenced to imprisonment for, any other form of assault.		
NDIS Clearance Decision	An NDIS Clearance Decision is in force. An NDIS Exclusion Decision must not be in force.	<input type="checkbox"/>	
Working with Children Check (for Contractors/Sole Traders only)	A Working with Children Check is required for persons who work or volunteer in child-related work in NSW.	<input type="checkbox"/>	
Other	The worker is a secondary school student on a formal work experience placement with the Registered Provider and the worker is directly supervised by a person who holds a relevant check.	<input type="checkbox"/>	
Statutory Declaration	Where a Police Certificate is pending, the worker is supervised at all times and has made a statutory declaration stating that the person has never been convicted of murder or sexual assault, or convicted of, and sentenced to imprisonment for, any other form of assault (see Schedule 6).	<input type="checkbox"/>	
Other Requirements on Workers (Mandatory)			
For Sole Traders	Valid ID (NSW Drivers' Licence, NSW Photo ID, Passport)	<input type="checkbox"/>	
Australian Business Number	Must be currently registered	<input type="checkbox"/>	

Item	Additional Detail/Requirement/Level	Evidence of Compliance Provided	Expiry or renewal date (if applicable)
Immunisations	All Personnel engaged to provide the Goods and/or Services are required to comply with all applicable laws, regulatory and public health directives, policies, procedures and training regarding immunisations and infection control and screening procedures, including in relation to immunisations and other infectious disease control protocols.	<input type="checkbox"/>	
No Banning Order	There is no Banning Order against any worker providing Goods and/or Services and no worker is being investigated in relation to a Banning Order.	<input type="checkbox"/>	

Part B – Suitability Requirements

Please provide evidence of all current qualifications and registrations.

Item	Additional Detail/Requirement/Level	Evidence of Compliance Provided (tick)	Expiry or renewal date (if applicable)
Skills/Qualifications	The Contractor must ensure all Personnel are appropriately skilled and qualified to perform their role in providing Goods and/or Services to Clients.	<input type="checkbox"/>	

Item	Additional Detail/Requirement/Level	Evidence of Compliance Provided (tick)	Expiry or renewal date (if applicable)
Training/Education	The Contractor must ensure all Personnel have appropriate training to perform their role in providing the relevant Goods and/or Services to Clients, including ensuring completion of any training or education required by the Registered Provider and training to ensure that they have the appropriate skills and experience to perform their roles.	<input type="checkbox"/>	
AHPRA registration	Personnel of the Contractor must hold current and appropriate AHPRA registration in order to provide any clinical Services for which a registered qualification is required.	<input type="checkbox"/>	

Item	Additional Detail/Requirement/Level	Evidence of Compliance Provided (tick)	Expiry or renewal date (if applicable)
Medication	<p>Administering, supervising and monitoring</p> <p>Registered nurses who are Personnel of the Contractor may:</p> <ul style="list-style-type: none"> • supervise or monitor a Client's medication where a drug order is present and listed on the Client's care plan and where the medication is contained in a tamper proof administration device, or an originally labelled container; and • administer medication to a Client in accordance with the Client's drug order. <p>Supervising</p> <p>Only Personnel who have completed appropriate medication training from time to time, and who are permitted under the relevant Applicable Laws, may assist a Client to take medications from a tamper proof administration device, when supervision has been identified in the care plan.</p> <p>Reporting</p> <p>Any issues or incidents in relation to the administering of medication or the non-administering of medication must be reported and managed as Reportable Incidents in accordance with this Agreement.</p>	<input type="checkbox"/>	

Item	Additional Detail/Requirement/Level	Evidence of Compliance Provided (tick)	Expiry or renewal date (if applicable)
Clinical Procedures	<p>Clinical procedures should only be completed in accordance with best practice under guidance of a general medical specialist and with consent from the client.</p> <p>Clinical Assessments that are completed by registered nurses who are personnel of the contractor should be done so using validated assessment tools.</p> <p>Reporting</p> <p>Where registered nurses are attending Omnicare clients to support with clinical care (including but not limited to wound care or catheter care) a report on progress should be provided to the clients coordinator monthly at a minimum.</p> <p>Any concerns should be escalated to the client's general practitioner with notification to Omnicare.</p>	<input type="checkbox"/>	

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).



Information sheet - Recognising and responding to abuse

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).



Information Sheet -
Recognising and
responding to abuse



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.**

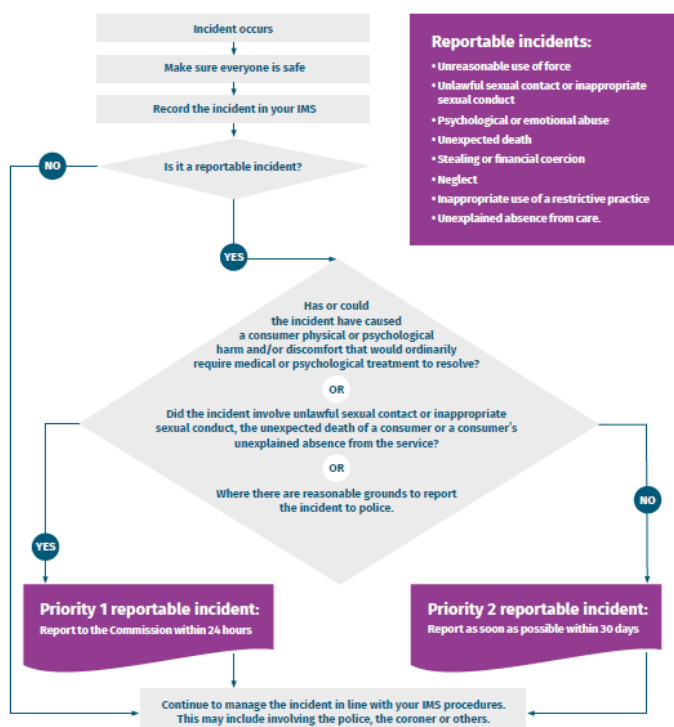
SIRS HOME SERVICES

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 your residential aged care service:



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-incident-workflow-flowchart>

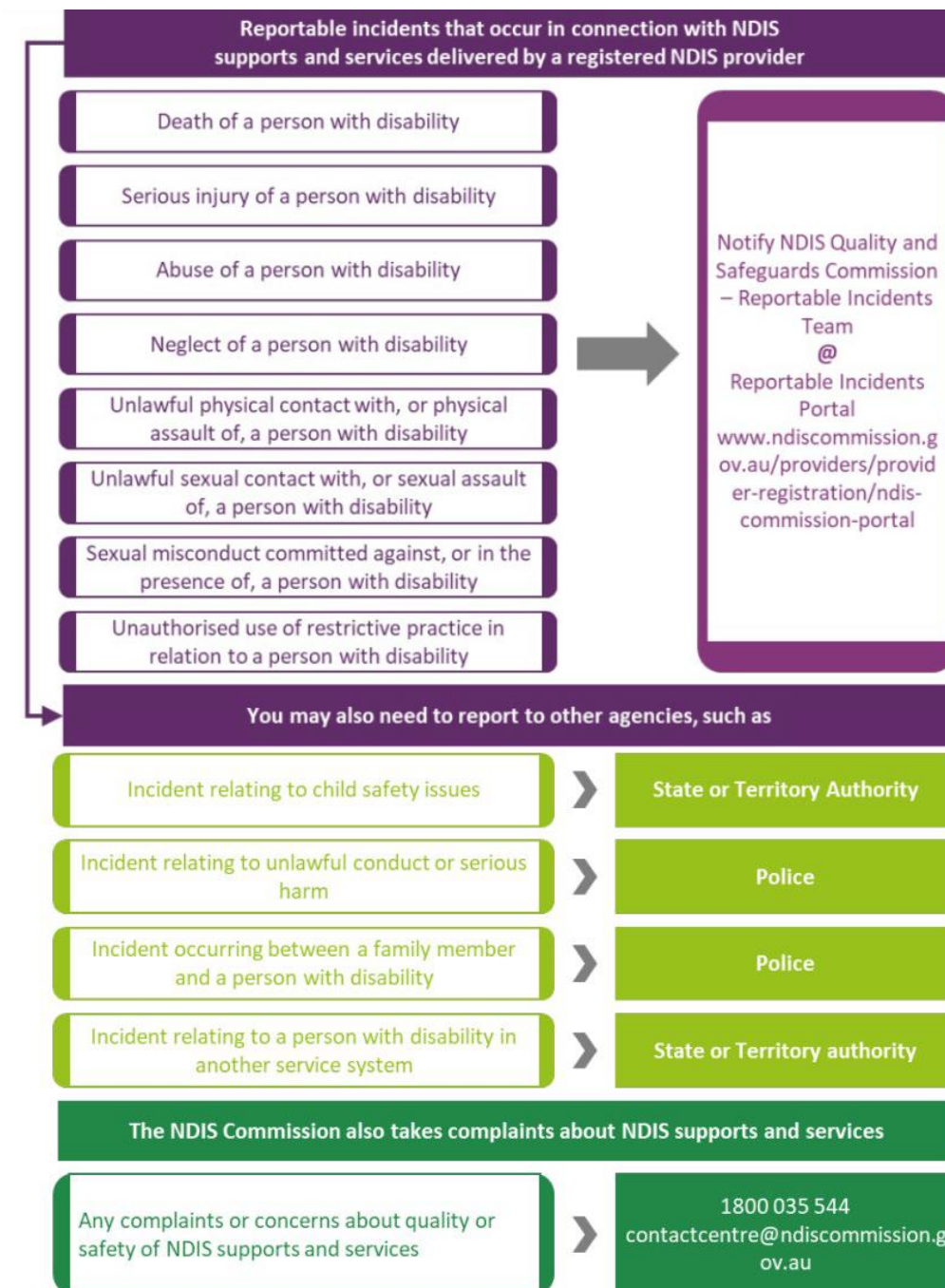
Reportable incidents workflow flowchart:

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

Schedule 5

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.



Schedule 6

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 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 Clearance Decision that is dated not more than three (5) years before the first day on which the Personnel is to provide Services under the agreement.
 - c) The Police Certificate or a NDIS Clearance Decision does not record that the Personnel 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 Personnel is to provide Services under this Agreement;
- 2 If Personnel have 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 Personnel 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 All relevant Personnel have a current and valid white card on their person when providing Services under this Agreement.
- 5 All original or certified copies of Documents and all original Statutory Declarations pursuant to paragraphs 1 to 4 above are in the possession of [Business Name] _____

6 I am authorised to make this declaration by [Business Name] _____
and do so from my own direct knowledge.

Signature: _____

Date: _____

Declared at (place): _____

Before me (in the presence of):

(Signature of witness)

(Full Name of Witness)

(Address of Witness)

(Qualifications of Witness)

OR

I, [Name] _____ a JP in the state of NSW, certify that:

** Include only the text that applies (cross out text not used)*

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

JP registration number

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 section 9 of 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	Chiropractor	Dentist
Financial adviser	Financial Planner	Legal practitioner
Medical practitioner	Midwife	Migration agent registered under Division 3 of Part 3 of the <i>Migration Act 1958</i>
Nurse	Occupational therapist	Optometrist
Patent attorney	Pharmacist	Physiotherapist
Psychologist	Trade marks attorney	Veterinary surgeon

(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

Executed as an agreement

OMNICARE

Signed on behalf of Omnicare Alliance Ltd ACN 611 814 003 by its duly appointed authorised officer who by his/her execution warrants his/her authority to execute this instrument.

Authorised Officer to sign:	
Print name:	
Position:	
Date signed:	

CONTRACTOR

Signed on behalf of [insert name of Contractor] _____

ACN _____ by its duly authorised officer who who by his/her execution warrants his/her authority to execute this agreement:

Authorised officer to sign:	
Name of authorised officer:	
Position:	
Date signed:	