



Omnicare Contractor

Standard Service Agreement

Small Traders and Small Businesses

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 of Schedule 1 (Contractor)

Now it is agreed as follows:

1 Definitions

1.1 Definitions

In this Agreement:

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

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

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 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;

Applicable Laws means all laws applicable to the provision of the Goods and/or Services, including the Aged Care Laws, amended or replaced from time to time;

Banning Order means an order made by a relevant regulator banning a person or entity from engaging in 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;

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;

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;

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

Fees means the fees set out in Schedule 2;

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 the GST 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;

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";

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 means a report about a person's criminal conviction record prepared by:

- a) the Australian Federal Police; or
- b) the Australian Criminal Intelligence Commission; or
- c) an agency accredited by the Australian Criminal Intelligence Commission; or
- d) 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;

Priority 1 Reportable Incident means a Reportable Incident that:

- a) has caused or could have caused a Client physical or psychological injury or discomfort that requires medical or psychological treatment to resolve; or
- b) where there are reasonable grounds to report the incident to police; or
- c) involve unlawful sexual contact, inappropriate sexual conduct or unexpected death of a Client;

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

Relevant Jurisdiction means the New South Wales jurisdiction.

Reportable Incident means:

- a) unreasonable use of force against a Client;
- b) unlawful sexual contact, or in appropriate sexual conduct inflicted on a Client;
- c) psychological or emotional abuse of a Client;
- d) unexpected death of a Client;
- e) stealing from or financial coercion of a Client by a Worker;
- f) neglect of a Client;
- g) inappropriate use of restrictive practices in relation to a Client (other than in accordance with the requirements of Applicable Laws); or
- h) unexplained absence of a Client in the course of delivering funded aged care services;

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.

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

Term has the meaning given under item 2 and 3 in Schedule 1;

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

WHS Law means 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.

2 Term

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

3 Exclusivity and volume

- 3.1 The Contractor acknowledges and agrees that its provision of Goods and/or Services under this Agreement is non-exclusive.
- 3.2 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.

4 Contractor obligations

- 4.1 The Contractor agrees to provide to the Registered Provider the Goods and/or Services described in, and in accordance with, Schedule 2.
- 4.2 The Contractor must provide the Goods and/or Services in accordance with:
- a) this Agreement;
 - b) all Applicable Laws (with governing emphasis on NSW Law);
 - c) all Policies reasonably notified to the Contractor from time to time;
 - d) the KPIs; and
 - e) all reasonable directions of the Registered Provider.
- 4.3 The Contractor must perform the Services in a diligent and timely manner and 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.

5 Associated Provider Obligations

- 5.1 The Contractor agrees and undertakes to comply with all of its obligations under the Aged Care Laws as an Associated Provider, including:
- a) providing the Registered Provider with all relevant information so that the Registered Provider may comply with its obligations under the Applicable Laws, including any details of a change in circumstances or ownership of the Contractor;
 - b) taking reasonable steps to ensure that a client's property is not damaged in the delivery of the Goods and/or Services.

- 5.2 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 not in any way cause the Registered Provider to:
- a) contravene any Aged Care Laws;
 - b) breach any Policies;
 - c) 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.

6 Service Requests

6.1 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 twenty-four hours of receiving the notification during business hours.
- 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.

6.2 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 24 hours' notice, the Registered Provider is entitled to charge an amount equal to a maximum of two hours for each service.

7 Goods

- 7.1 The Contractor must ensure any Goods supplied in accordance with this Agreement are:
- a) suitable for their intended purpose typical of items of the same type;
 - b) new and of marketable quality;
 - c) devoid of defects; and
 - d) free from all encumbrances.
- 7.2 Goods are at the Contractor's risk until the Registered Provider accepts them. Completion of a delivery acknowledgment or payment for Goods does not constitute acceptance.
- 7.3 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.
- 7.4 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 7.1 and continue to conform with all warranties.

8 Personnel

- 8.1 The Contractor must ensure that its Personnel who supply the Goods and/or Services:
- a) hold any necessary permits, licences, certifications, registrations, insurances and other statutory requirements necessary for the performance of their role;
 - b) comply with the Suitability Requirements;
 - c) complete any induction or training and education as reasonably required by the Registered Provider to meet its obligations under this Agreement and under any Applicable Laws;
 - d) provide the Goods and/or Services in accordance with this Agreement, including in accordance with all Applicable Laws and Policies.
- 8.2 The Contractor must, at its expense, and for each of its Personnel prior to commencing the provision of any Goods and/or Services:
- a) comply with all Worker Screening Requirements under Applicable Laws, including obtaining the Compliance Requirements for its Personnel at Schedule 3;

- b) verify the validity and the authenticity of any Compliance Requirements, including any training and education requirements of the Registered Provider.
- 8.3 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:
- a) an Aged Care Exclusion Decision (or any Aged Care Interim Bar is in force) for the Worker;
 - b) an NDIS Exclusion Decision (or any NDIS Interim Bar) is in force for the Worker;
 - c) an Aged Care Clearance Decision or NDIS Clearance Decision is suspended;
 - d) where the Worker has a Police Certificate issued to comply with the Worker Screening Requirements which contains reference to:
 - (i) convictions of murder or sexual assault;
 - (ii) convictions of, and sentenced to imprisonment for, any other form of assault;
 - (iii) convictions of any offence relating to fraud or dishonesty.
 - (iv) 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; health professional registration being subject to any suspensions or exclusions.
- 8.4 Where a member of the Contractor's Personnel is in breach of this Agreement, the Contractor must remove any such Personnel from the provision of the Goods and/or Services, including at the request of the Registered Provider.
- 8.5 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 and the Contractor must, and ensure that its Personnel must, comply with the Aged Care Code of Conduct and/or NDIS Code of Conduct and understand the potential consequence of any non-compliance with the Aged Care Code of Conduct and/or NDIS Code of Conduct.
- 8.6 The Contractor must ensure that it and its Personnel are not subject to any Banning Order that prohibits or restricts it or its Personnel from being involved or engaging in providing Goods and/or Services to a Client and must notify the Registered Provider immediately if it, or any of its Personnel, become subject to, or are being investigated in relation to, a Banning Order.
- 8.7 In respect of all Personnel engaged by the Contractor to provide the Goods and/or Services, the Contractor is solely responsible for:
- a) administrative matters related to that employment or engagement;

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

9 Work Health and Safety

9.1 The Contractor must:

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

10 Reportable Incidents

- 10.1 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:
- a) as soon as possible upon becoming aware of an actual, alleged or suspected Priority 1 Reportable Incident;
 - b) for any other Reportable Incident that is not a Priority 1 Reportable Incident:
 - (i) on the date the Contractor becomes aware of an actual, alleged or suspected Reportable Incident; or
 - (ii) as soon as possible on the following Business Day if the Contractor becomes aware of an actual or alleged Reportable Incident outside of Business Hours.
 - c) 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;
 - d) for incidents which relate to Client falls as soon as practicable but not later than within 24 hours of the incident occurring.
- 10.2 Where there has been a Reportable Incident, the Registered Provider may do any or all of the following:
- a) investigate the Reportable Incident, in which case the Contractor must provide reasonable cooperation and assistance;

- b) 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; or
- c) report the allegation to a relevant disciplinary body, the police or other statutory authority.

10.3 The Contractor must ensure its Personnel:

- a) are aware of and understand their roles and responsibilities in managing and responding to Reportable Incidents;
- b) comply with the Registered Provider's incident management system and policy and any of its reasonable directions; and
- c) 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.

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

11 Complaints and Feedback Management

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

12 Payment of Fees

- 12.1 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.
- 12.2 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.
- 12.3 The Contractor must provide a valid itemised tax invoice for the Goods and/or Services within 30 days of the Goods and/or Services being provided. The tax invoice must be in accordance with the Registered Provider's reasonable
 - a) details of the type and quantity of Services and Goods (if any) to which the invoice relates;
 - b) details of the Site at which the Services and Goods (if any) relate.

- c) the time period (date, time of day and duration of any Services) to which it relates (if appropriate).
- d) clearly and separately show the amount of any GST payable.
- e) clearly detail registered ABN of the Contractor.

12.4 Subject to the Contractor's compliance with this clause Payment of Fees, 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:

- a) the Registered Provider will pay the undisputed portion of the relevant invoice (if any) and dispute the balance;
- b) if the resolution of the dispute determines that the Registered Provider is to pay an amount to the Registered Provider, the Registered Provider will pay that amount upon resolution of the dispute.

13 GST

13.1 If GST is imposed on any supply made by a party (Supplier) to another party (Recipient), any consideration payable or to be provided by the Recipient for the supply is exclusive of GST. The Recipient must pay to the Supplier, in addition to that GST exclusive consideration, the amount of the GST payable in relation to that supply in exchange for a valid tax invoice.

14 Confidentiality

14.1 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:

- a) the business and affairs of the other party to this Agreement; and
- b) if applicable, the Clients of the Registered Provider.

15 Intellectual Property Rights

15.1 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.

15.2 To the extent which the Registered Provider requires the use of any pre-existing Intellectual Property Rights 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.

16 Privacy & data security

- 16.1 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 (including the Australian Privacy Principles), the Aged Care and NDIS Laws and the Registered Provider's privacy policy as reasonably notified to the Contractor from time to time.

17 Record Keeping and Audit

- 17.1 The Contractor must maintain adequate records relating to the performance of its obligations under this Agreement and as reasonably required by the Registered Provider.
- 17.2 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 by any reasonable means and the Contractor must provide all reasonable assistance required by the Registered Provider in conducting any audit or review.

18 Insurances

- 18.1 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 and provide evidence of such insurances being effected by the Contractor in the form of certificates of currency.

19 Indemnity

- 19.1 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:
- a) 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;
 - b) any negligence or other wrongful act or omission of the Contractor or its Personnel.

- 19.2 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 connection with: is limited to the extent that the Registered Provider or its Personnel cause or contribute to the Loss.
- 19.3 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 Applicable Laws by the Contractor which causes the Registered Provider to become liable under the Applicable Laws.
- 19.4 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.

20 Termination

- 20.1 Either party may terminate this Agreement for convenience on 7 days' written notice.
- 20.2 Either party may terminate this Agreement immediately by written notice if:
- a) (in respect of the Registered Provider only) the Contractor refuses or is unable to deliver the Goods and/or Services without a reasonable explanation;
 - b) a party breaches its obligations under this Agreement and fails to rectify such breach within 7 days after receiving written notice from the other party requiring it to do so;
 - c) a receiver, receiver and manager, controller, managing controller, administrator, official manager, trustee or provisional or official liquidator is appointed over the assets or undertaking of a party;
 - d) a party is or becomes insolvent within the meaning of the *Corporations Act 2001* (Cth); or
 - e) an application is filed, an order is made, or a resolution is passed for the winding up or dissolution of a party (other than for the purposes of reconstruction or amalgamation).
- 20.3 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.

21 Relationship of Parties

- 21.1 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.

22 Assignment and Subcontracting

- 22.1 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.
- 22.2 The Registered Provider may assign or novate this Agreement at any time by providing 30 days' prior notice in writing to the Contractor.
- 22.3 The Contractor must not subcontract or otherwise allow any third party to perform the Goods and/or Services or its obligations under this Agreement without the Registered Provider's prior written consent, which must not be unreasonably withheld. The Contractor remains fully responsible for compliance with this Agreement.

23 General

23.1 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 New South Wales.

23.2 Amendment

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

23.3 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.

23.4 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.

23.5 Surviving Obligations

The obligations in clauses 14, 15, 16, 18, 19, 20.3 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 Serviced:	
	Service 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	Insurance - Public liability (\$5 million) <i>Please provide copies of Certificates of Currency (or equivalent) for above)</i> <i>Workers Compensation (as required by the Applicable Laws)</i>	
Item 5	Contact for the Registered Provider and Address for Notice	Address: Level 1, 35 Grant Street, Port Macquarie NSW 2444 Email: contractors@omnicare.org.au Phone: 1300 336 488
Item 6	Contractor's Address for Notice	Name: Address: Email:

Schedule 2

Goods and/or Services

1 General Provisions

<p>Services</p> <p>The Contractor must provide the Registered Provider with following Services (as amended from time to time) eg; meal preparation, transport, social support, home based personal care, nursing care etc.:</p>	
<p>Goods</p> <p>List of Goods which are being supplied under this agreement</p>	

Schedule 3

Compliance Requirements

Part A – Worker Screening Requirements

Item	Additional Detail/Requirement/Level	Evidence of Compliance Provided	Expiry or renewal date (if applicable)
<i>One of the following must be ticked for each Worker in a Risk Assessed Role:</i>			
Police Certificate OR	A Police Certificate issued during the interim period 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. Must be within three (3yrs) of issue.	<input type="checkbox"/>	
NDIS Worker Screening Clearance OR	An NDIS Clearance Decision is in force. An NDIS Exclusion Decision or NDIS Interim Bar must not be in force against the worker.	<input type="checkbox"/>	
Aged Care clearance applicant	Where the worker has applied for an Aged Care Clearance Decision, is supervised by a person which holds a relevant check, a risk management plan (in accordance with the <i>Aged Care Rules 2025</i> (Cth) covers the worker and no law prohibits the person from engaging in a Risk Assessed Role.	<input type="checkbox"/>	

Item	Additional Detail/Requirement/Level	Evidence of Compliance Provided	Expiry or renewal date (if applicable)
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 7)	<input type="checkbox"/>	
Other	The worker is a secondary school student on a formal work experience placement with the provider and the worker is directly supervised by a person who holds a relevant check and a risk management plan (in accordance with the <i>Aged Care Rules 2025</i> (Cth) covers the worker.	<input type="checkbox"/>	
<i>Other Requirements (Mandatory)</i>			
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"/>	
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 confirm all current qualifications and registrations.

Item	Additional Detail/Requirement/Level	Required qualification in place	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. As declared in 1 a) of the Statutory Declaration – Schedule 5	<input type="checkbox"/>	
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. As declared in 1 a) of the Statutory Declaration – Schedule 5	<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 person's 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**.

Schedule 4

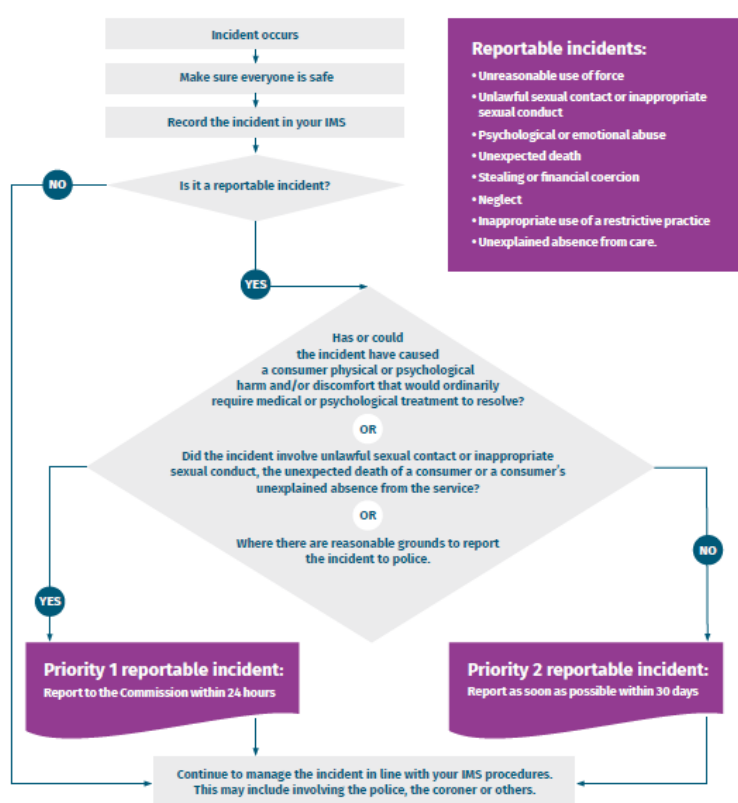
SIRS HOME SERVICES

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 incidents workflow flowchart

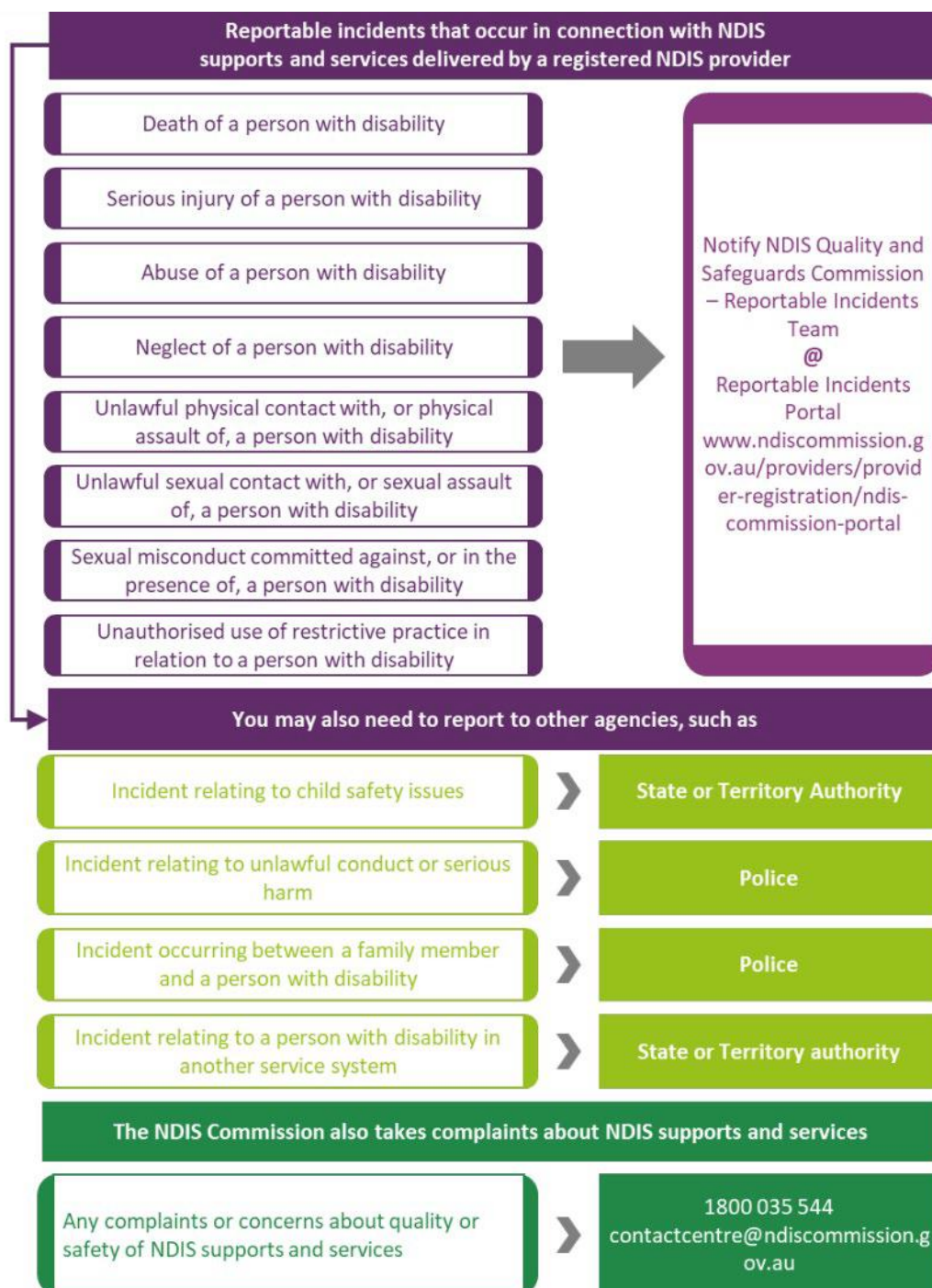
Reportable incidents workflow flowchart:

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

Schedule 4

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 5

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 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:	