***PLEASE NOTE:***

***This is an example only of an Agreement provided by a Provider.***

***When developing service agreements, consider your unique organisational circumstances and requirements, and please seek legal and contracting advice.***

**Agreement for Supply of Services**

**between**

**[Primary Provider]**

**ABN**

**and**

**[Subcontractor]**

**ABN**

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1. Agreement Details

|  |  |
| --- | --- |
| 1. Terms | |
| Commencement date | The date of execution of this Agreement by the last party to execute. |
| Expiry Date | [12months from the Commencement Date] |
| 2. [[Primary Provider] Company Details] | |
| Name |  |
| ABN |  |
| Street Address |  |
| Postal Address |  |
| **[Primary Provider] Contact** | |
| Name |  |
| Position |  |
| Phone |  |
| Out of hours phone |  |
| Email |  |
| 3. [Subcontractor Company Details] | |
| Name |  |
| ABN |  |
| Street Address |  |
| Postal Address |  |
| **Contract Contact** | |
| Name |  |
| Position |  |
| Phone |  |
| Email |  |
| **Services Contact** | |
| Name |  |
| Position |  |
| Phone |  |
| Out of hours phone |  |
| Email |  |
| **Accounts Contact** | |
| Name |  |
| ABN |  |
| Street Address |  |
| Postal Address |  |
| **Bank Account** | |
| Bank | See each service |
| Account Name |  |
| BSB |  |
| Account Number |  |
| 4. Verification of service completion | |
| Verification required | Yes  No |
| Method for providing verification | Invoices to be sent to [email address of accounts dept] |
| 5. Progress notes | |
| Progress notes required | Yes  No |
| Method for providing notes | Email xxxx@xxxxx and give detailed notes on client. |
| 6. Special Conditions | |
|  | |

1. Services and Fees

|  |  |
| --- | --- |
| **Services** | **Fees (including GST)** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. Registration and Training

**Health Practitioner Registration**

*Please specify each practice with which the Subcontractor or its Personnel are registered under the health practitioner legislation or regulation applicable in your state or territory:*

|  |  |
| --- | --- |
| ☐ Chiropractic  ☐ Dental  ☐ Medical  ☐ Medical Radiation  ☐ Nursing/Midwifery  ☐ Occupational Therapy  ☐ Speech Pathology | ☐ Optometry  ☐ Osteopathy  ☐ Pharmacy  ☐ Physiotherapy  ☐ Podiatry  ☐ Psychology |

**Other Registration**

*If the Subcontractor does not provide the health services listed above, please complete:*

|  |  |
| --- | --- |
| Subcontractor’s profession, trade or practice |  |
| Industry organisations with which the Subcontractor or its Personnel is/are registered |  |

**Policies and Procedures**

The Subcontractor has policies and procedures in place for the following, and the Personnel providing the Services have been trained on these policies and procedures:

|  |  |  |
| --- | --- | --- |
| Work health and safety | Yes |  |
| Duty of care | Yes |  |
| Incident and hazard reporting | Yes |  |
| Safe use of medication | Yes |  |
| Client rights and responsibilities | Yes |  |
| Privacy and confidentiality | Yes |  |
| Dealing with complaints | Yes |  |

Agreement

1. Interpretation
   1. Definitions

In this Agreement, unless the context requires otherwise:

**Aged Care Legislation** means the *Aged Care Act 1997* and the Aged Care Quality and Safety Commission Act 2018 and includes the *Quality of Care Principles 2014, Charter of Aged Care Rights* and *Code of Conduct for Aged Care*;

**Agreement** means this agreement including any schedules, annexures or attachments;

**Business Day** means a day on which trading banks are open for business in the locality of xxxx

**Business Hours** means from xxx to xxx on a Business Day;

**Client** means **a [Primary Provider]** Client to whom Services are provided under this Agreement;

**Code of Conduct** means the Code of Conduct for aged care workers prescribed under the Aged Care Legislation set out in Attachment B or as amended;

**Commencement Date** means the commencement date specified in Item 1 of Schedule 1;

**Confidential Information** has the meaning specified in clause 8.1;

**Expiry Date** means the expiry date specified in Item 1 of Schedule 1;

**GST** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**[Primary Provider]** means the person specified in Item 2 of Schedule 1;

**[Primary Provider Contact]** means the person specified in Item 2 of Schedule 1 or otherwise notified in writing by **[Primary Provider]** to the Subcontractor;

**Incident Report** means the incident report in the form specified by **xxxx;**

**[Primary Provider] Street Address** means the street address specified in in Item 2 of Schedule 1 or otherwise notified in writing by [Primary Provider] to the Subcontractor;

**Incidents and Accidents means** acts, omissions, events, or circumstances that occur in the workplace; in connection with the provision of supports, or the alteration or withdrawal of supports; that has caused or potential to cause harm either physically or emotionally to a client, employee or other stakeholder; or damage to property, the environment or other loss.

**Personnel** of a party means that party’s directors, officers, principals, employees, contractors, consultants and agents and, if the party is an individual, the party;

**Subcontractor** means the person specified in Item 3 of Schedule 1;

**Subcontractor’s Bank Account** means the bank account specified in Item 3 of Schedule 1 or otherwise notified in writing by the Subcontractor to [Primary Provider];

**Services** to be provided by the Subcontractor to a Client in accordance with this Agreement;

**Special Conditions** means the special conditions specified in Item 6 of Schedule 1; and

**Tax Invoice** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

* 1. Interpretation

In this Agreement, unless the context requires otherwise:

* + - 1. headings to clauses are for convenience only and do not affect the interpretation of this Agreement;
      2. any reference to:
         1. a party, clause, Schedule, Annexure or attachment is a reference to a party to, clause of, or schedule, annexure or attachment to this Agreement;
         2. legislation includes regulations, codes and by laws and all subordinate legislation made thereunder and any amendment, consolidation, replacement or re-enactment thereof;
         3. the singular includes the plural and vice versa;
         4. any gender includes all other genders;
         5. other grammatical forms of defined words or expressions have corresponding meanings;
         6. a person includes a natural person, partnership, joint venture, government authority, association, corporation or other body or entity whether incorporated or not;
         7. a person or a party includes the person’s legal personal representatives, administrators, successors, substitutes, transferees, assigns and persons substituted by novation.
         8. writing includes any mode of representing or reproducing words, including words created or stored in any electronic medium and retrievable in perceivable form.

1. Term

This Agreement commences on the Commencement Date and continues in force until the Expiry Date unless terminated earlier in accordance with clause 13.

1. Communication
   1. Service request
      * 1. [Primary Provider] may issue a written service request for provision of Services to a Client.
        2. The request will inform the subcontrator of all required Services including the service commencement date and time and a detailed service description.
   2. Urgent service request

If a service request is urgent and [Primary Provider] is unable to provide a written service request before the service commencement date and time, [Primary Provider] may make a verbal service request and issue a written service request indicating the services commencement date on the next Business Day.

* 1. Acceptance of service request

The Subcontrator must accept or decline the service request:

* + - 1. for a standard request received within Business Hours: in writing, within 24 hours of receiving the service request;
      2. for a standard request received outside Business Hours: in writing, within 24 hours of the next Business Hour; or
      3. for an urgent request: verbally, within 3 hours and in writing within 24 hours of receipt of written request.
  1. Variation to service request

Any variation to a service request must be approved in writing by [Primary Provider] prior to provision of the amended Service.

* 1. Cancellation of service request

Each party must make every reasonable effort to give any necessary cancellation notice at the earliest possible opportunity.

* 1. Verification of service completion

If required by [Primary Provider], as indicated in Item 4 of Schedule 1, the Subcontractor must give [Primary Provider] written verification of completion of service within 24 hours of completion, in the manner specified in Item 4 of Schedule 1.

* 1. Progress notes
     + 1. If required by [Primary Provider] (as indicated in Item 5 of Schedule 1), the Subcontractor must give [Primary Provider] written progress notes within 48 hours of completion (in the manner specified in Item 5 of Schedule 1).

The progress notes must detail:

* + - * 1. the services delivered;
        2. the Client’s response;
        3. future recommendations, and
        4. the date and time of the next service.
  1. Communication with or about Clients
     + 1. To the extent permitted by law, [Primary Provider] will provide the Subcontractor with the information about the Client that the Subcontractor requires to perform the Services, with as much notice as practicable prior to delivery of the Services.

Subject to clause 3.8(c), the subcontractor must ensure that its Personnel do not communicate directly with:

* + - * 1. the Client, except as necessary at the time of provision of the Services; or
        2. a third party about the Client.

All such communication must be made through [Primary Provider] unless [Primary Provider] directs otherwise in writing.

* + - 1. In an emergency situation, the Subcontractor’s Personnel may contact 000 directly and must inform the [Primary Provider] Contact immediately after.
  1. Change in Client’s condition

The Subcontractor must inform [Primary Provider] in writing of any change in a Client’s condition within 3 hours of the end of each service.

* 1. Change to Subcontractor’s details

The Subcontractor must inform [Primary Provider] promptly of any changes to the Subcontractor’s details (as specified in Schedule 1or otherwise notified in writing by the Subcontracor to [Primary Provider] Communication Protocol

An overview of the communication protocol set out in this Agreement is at Attachment A.

1. Incident reporting
   1. Definitions

In this Agreement:

**Reportable Incident** means any of the following incidents that occur, are alleged to occurred, or are suspected of having occurred in connection with the provision of care to a Client:

* + - * 1. unreasonable use of force against the Client;
        2. unlawful sexual contact, or inappropriate sexual conduct, inflicted on the Client;
        3. psychological or emotional abuse of the Client;
        4. unexpected death of the Client;
        5. stealing from, or financial coercion of, the Client by [Primary Provider] or the Subcontractor’s Personnel;
        6. neglect of the Client;
        7. use of any practice or intervention that has the effect of restricting the rights or freedom of movement of the Client;
        8. unexplained absence of the Client.

**Priority 1 Incident** means:

a Reportable Incident that has caused, or could reasonably have been expected to have caused the Client physical or psychological injury or discomfort that requires medical or psychological treatment to resolve;

* + - * 1. a Reportable Incident where there are reasonable grounds to report the incident to police; or
        2. a Reportable Incident unlawful sexual contact, or inappropriate sexual conduct, inflicted on the Client;
        3. unexpected death of the Client; or
        4. unexplained absence of the Client.

**Priority 2 Incident** means a Reportable Incident that is not a Priority 1 Incident.

* 1. Priority 1 Incidents

If the Subcontractor or a member of its Personnel become aware of a Priority 1 Incident, the Subcontractor must:

* + - 1. inform the [Primary Provider] (or if the [Primary Provider] Contact can not be contacted, the [Primary Provider] office) by phone immediately or, if that is not possible, as soon as possible; and
      2. complete a [Primary Provider] Incident Report and email it to the [Primary Provider] Contact as soon as possible but no later than 24 hours after becoming aware of the incident.
  1. Priority 2 Incidents

If the Subcontractor or a member of its Personnel becomes aware of a Priority 2 Incident, the Subcontractor must complete a [Primary Provider] Incident Report and email it to the [Primary Provider Contact] as soon as possible but no later than the next Business Day after becoming aware of the incident.

1. Services
   1. Warranties

The Subcontractor agrees, represents and warrants to [Primary Provider] that:

* + - 1. it will carry out and complete the Services:
         1. efficiently, with due skill and care and to industry standards in a professional and lawful manner using materials suitable for the purpose and to the best of the Subcontractor’s ability; and
         2. in accordance with all statutory or regulatory requirements, including the Aged Care Act if relevant;
      2. has the necessary qualified resources, expertise and experience to provide the Services to the standard required under the Aged Care Legislation and all applicable statutory and regulatory requirements;

its Personnel delivering any Services:

* + - * 1. hold and maintain, all licences, permits, qualifications, registrations and insurances required by law including those detailed in Schedule 3;
        2. have been adequately trained to perform the Services and to meet the standards and obligations imposed by the Aged Care Legislation and all applicable statutory and regulatory requirements including the Code of Conduct; and
        3. are authorised to undertake work within Australia;
      1. has in place the policies and procedures indicated in Schedule 3; and
      2. the Statutory Declaration is true and correct in every particular.
  1. Code of Conduct

The Subcontractor must ensure that its Personnel comply with the Code of Conduct.

* 1. Health and safety

The Subcontractor must:

* + - * 1. have documented health and safety policies, procedures and systems in place to ensure the health and safety of others, including the Subcontractor’s workers and [[Primary Provider]’s workers and Clients;
        2. assess any health and safety risks associated with the delivery of the Services prior to performing the Services; and
        3. notify [Primary Provider] promptly of any health and safety risks relevant to delivery of the Services, of which the Subcontractors is or becomes aware.

The Subcontractor must ensure that its Personnel:

* + - * 1. comply with the Subcontractor’s health and safety policies, procedures and systems;
        2. comply with all legal requirements, best practice guidelines and universal precautions in relation to infection control practices at all times when performing the Services; and
        3. do not smoke and are not under the influence of alcohol or other drugs while providing the Services.
  1. Police certificates

The Subcontractor must, at its own cost, ensure that it holds in relation to the Subcontractor (if the Subcontractor is an individual) and each of the Subcontractor’s employees or volunteers:

a police certificate for the person that is not more than 3 years old and that 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; and

for a person who has been, at any time after turning 16, a citizen or permanent resident of a country other than Australia, a statutory declaration by that person 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.

Clause 5.4(a) does not apply in relation to an employee or volunteer:

* + - * 1. who does not have any access to any Clients; or
        2. whose only access to any Client is supervised at all times by an employee or volunteer in relation to whom the Subcontractor meets the requirements of clause 5.4(a).
  1. Statutory obligations

The Subcontractor is responsible for all taxation, superannuation, leave allowances, training levies, award payments and allowances and statutory or regulatory obligations arising from or relating to the Subcontractor or the Subcontractor’s Personnel.

* 1. Audit

The Subcontractor must promptly provide [Primary Provider] with all information and/or documents reasonably required by [Primary Provider] to enable [Primary Provider] to confirm:

* + - * 1. the accuracy of the warranties provided in clause 5.1; and
        2. the Subcontractor’s compliance with this Agreement.

Without limitation to clause 5.6(a), [Primary Provider] may conduct an annual review or audit to assess:

* + - * 1. the accuracy of the warranties provided in clause 5.1; and
        2. the Subcontractor’s compliance with this Agreement

and the Subcontractor must comply with all of [Primary Provider] ’s reasonable requirements in relation to the review or audit.

1. Payment
   1. Rates

[Primary Provider] will pay the Subcontractor for the Services at the rates specified in Schedule 2, or other rates agreed in writing between [Primary Provider] and the Subcontractor.

* 1. Tax Invoice

Within 14 days of provision of the Services, the Subcontractor must provide [Primary Provider] with a Tax Invoice specifying the:

* + - 1. Client and any other relevant Client details;
      2. Services provided;
      3. hours of service; and
      4. rates charged for each service.
  1. Time for payment

Subject to clause 12, [Primary Provider] must pay the Subcontractor the amount specified in the Tax Invoice within 28 days of receipt of a valid Tax Invoice.

* 1. Authorisation

[Primary Provider] is not obliged to pay for any Services that have not been authorised in writing by a [Primary Provider] Contact prior to commencement, except in urgent cases where Services have been authorised in accordance with clause 3.2.

* 1. Cancellation
     + 1. If [Primary Provider] cancels a service request with less than 2 hours’ notice, [Primary Provider] must pay the Subcontractor for the first hour of the service request, or part thereof if the service request was for less than one hour.
       2. If the Subcontractor cancels a service with less than 48 hours’ notice, the Subcontractor must pay [Primary Provider] a cancellation fee of $250.00 within 28 days of demand by [Primary Provider] .

1. Feedback and complaints
   1. Feedback
      * 1. [Primary Provider] welcomes feedback, both positive and negative, from Subcontractors and their Personnel and Clients and their families.
   2. Complaints
      * 1. A Subcontractor or a member of its Personnel or a Client or a member of their family may make a complaint to [Primary Provider] ’s attention through any channel, either in person or through a representative.

[Primary Provider] will:

* + - * 1. deal with feedback and complaints confidentially, to the extent permitted by law;
        2. treat persons providing feedback or making a complaint with dignity and respect and not discriminate against that person;
        3. investigate and responded to complaints in accordance with [Primary Provider] ’s complaints policy and procedures.
  1. Complaints regarding Subcontractor
     + 1. The Subcontractor must provide [Primary Provider] with a copy of its complaints policy and procedures.

If [Primary Provider] receives a complaint about the Subcontractor or its Personnel, [Primary Provider] may do any one or more of the following:

* + - * 1. request the Subcontractor to investigate the complaint within an agreed timeframe;
        2. investigate the complaint itself;
        3. request the Subcontractor to withdraw specific Personnel and/or Services from a Client;
        4. report the complaint to the relevant disciplinary, licencing, registration or professional body;
        5. report the complaint to the police or relevant statutory authority.

1. Confidentiality and Privacy
   1. Definitions

In this Agreement:

**Confidential Information** includes:

* + - 1. the existence and contents of this Agreement (including the rates and amounts payable);
      2. all information in any form in any way related to [Primary Provider] , its Clients or business, transactions, affairs, techniques or processes;
      3. all information which the Subcontractor or its Personnel obtains or learns in whole or in part during the course of preparing for or performing the Services; and
      4. all Personal Information regarding [Primary Provider] employees and Clients.

excluding information which is or comes into the public domain other than by breach of this clause 8; and

**Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

* + - 1. whether the information or opinion is true or not; and
      2. whether the information or opinion is recorded in a material form or not.
  1. Confidentiality

The Subcontractor must, and must use its best endeavours and take all reasonable steps to ensure that its Personnel, keep the Confidential Information confidential and not use or disclose the Confidential Information to any person unless:

* + - 1. authorised by this Agreement;
      2. authorised by [Primary Provider] in writing; or
      3. the disclosure is required by law.
  1. Disclosure

The Subcontractor must immediately notify, keep informed, and take all steps reasonably required by [Primary Provider] if the Subcontractor:

* + - 1. becomes aware that a disclosure of Confidential Information is or may be required by law; or
      2. is approached by the Information Commissioner, or by any individual regarding a [Primary Provider] employee’s or Client’s Personal Information.
  1. Breach

If the Subcontractor becomes aware of a breach of this clause 8, it must:

* + - 1. immediately notify [Primary Provider] ;
      2. keep [Primary Provider] informed; and
      3. provide all information and take all steps reasonably required by [Primary Provider] to limit or remedy the breach.

1. Property
   1. Property

All property, including documents, Confidential Information and intellectual property rights, created or received by the Subcontractor during the course of its performance of Services under this Agreement are [Primary Provider] ’s exclusive property.

* 1. Tools and equipment

The Subcontractor and the [Primary Provider] will discuss and agree the arrangements for provision of any tools or equipment necessary for performance of the Services.

* 1. Goodwill

The Subcontractor agrees and acknowledges that goodwill is not generated by the performance of any or all of the Services or by entry into this Agreement.

* 1. Return of property

The Subcontractor must return all [Primary Provider] ’s property to [Primary Provider] immediately upon termination or expiry of this Agreement.

1. Insurance

The Subcontractor must effect and maintain throughout the term of this Agreement the following insurances:

* + - 1. workers’ compensation as required by law;
      2. public and products liability to a limit of at least $10 million per claim; and
      3. professional indemnity to a limit of at least $10 million per claim.

The Subcontractor must give [Primary Provider] a copy of each Certificate of Currency for the insurances specified in clause 10.1:

* + - 1. on entry into this Agreement;
      2. whenever the insurance is renewed; and
      3. at any other time upon request by [Primary Provider] .

1. Indemnity

The Subcontractor indemnifies and must keep indemnified [Primary Provider] against all claims, suits, demands, actions, proceedings, costs (including legal costs and expenses on a solicitor/own client basis) and expenses of any kind whatsoever incurred by [Primary Provider] as a direct or indirect consequence of:

* + - 1. the Subcontractor’s breach of this Agreement;
      2. the breach of any representation or warranty in this Agreement;
      3. any wilful, unlawful or negligent act or omission of the Subcontractor or its Personnel.

The indemnify under clause 11.1 will be reduced proportionately by the extent that any act or omission of [Primary Provider] contributed to the loss or liability.

1. Dispute resolution

A party may not commence court proceedings or arbitration (except proceedings for urgent interlocutory relief) in respect of a dispute arising under this Agreement, unless it has first complied with this clause 12.

A party claiming that a dispute has arisen must give written notice of dispute to the other party.

Within 10 days of receipt of such notice of dispute by the other party, the parties must use their best endeavours to resolve the dispute.

If the dispute is not resolved within the 10-day period or longer period agreed in writing between the parties, [Primary Provider] will refer the matter an independent mediator selected by [Primary Provider] .

Each party must:

* + - 1. bear its own costs of complying with this clause 12; and
      2. equally bear the cost of the independent mediator.

1. Termination
   1. Termination
      * 1. Either party may terminate this Agreement by giving 14 days’ written notice to the other party.

[Primary Provider] may terminate this Agreement immediately by written notice to the other party if the Subcontractor:

* + - * 1. commits a material breach of this Agreement;
        2. acts dishonestly or improperly in relation to the delivery of Services; or
        3. brings or risks bringing [Primary Provider] into disrepute.
  1. Surviving clauses

Clauses 8, 9, 11, 12 and 13.2 survive termination or expiry of this Agreement.

1. General
   1. Order of Precedence

To the extent of any discrepancy, inconsistency or ambiguity between the provisions of this Agreement, the order of precedence is:

1. the Special Conditions;

2. the Schedules;

3. the other provisions of this Agreement;

4. the Attachments.

* 1. Relationship of parties
     + 1. The relationship between [Primary Provider] and the Subcontractor is one of principal and contractor.
       2. This Agreement does not create an employment, partnership or agency arrangement between [Primary Provider] and the Subcontractor.
       3. The Subcontractor must not represent to any party that the Subcontractor is [Primary Provider] ’s employee, partner or agent.
       4. The Subcontractor must not, expressly or impliedly, bind, purport to bind or attempt to bind, [Primary Provider] in any way.
  2. No subcontracting

The Subcontractor must not enter into other contracts or subcontract with third parties to provide the Services to [Primary Provider] .

* 1. No exclusivity

[Primary Provider] acknowledges that the Subcontractor does not provide contract Services exclusively to [Primary Provider] .

* 1. No assignment

A party must not assign or purport to assign its rights or obligations under this Agreement, without the written consent of the other party.

* 1. Variation

This Agreement may only be varied in writing signed by the parties.

* 1. Waiver

No waiver of any breach of any provision of this Agreement will be effective unless in writing signed by the party which has the right to enforce the breach. No such waiver will be construed as a waiver of any subsequent breach.

* 1. Severance

If any provision of this Agreement is void, voidable, unenforceable or illegal, it must be read down so as to be valid and enforceable or, if it cannot be read down, the provision or, where possible, the offending words, must be severed from this Agreement without affecting the validity, legality of enforceability of the remaining provisions or parts of those provisions which will continue in full force and effect.

* 1. Counterparts

This Agreement may be executed in counterparts, each signed by one or more signatories. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.

* 1. Digital signatures

To the extent permitted by law, this Agreement may be executed with Digital Signatures. A party may not contest the enforceability of this Agreement on the basis that it was executed using Digital Signatures.

* 1. Costs

Each party must bear its own costs and expenses arising from or incidental to the preparation, negotiation and execution of this Agreement.

* 1. Governing law

This agreement is governed by the law of the State or Territory of [Primary Provider] ’s Street Address. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts competent to hear appeals therefrom.

Execution

**Signed on behalf of [Primary Provider] by its authorised representatives:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature |  | Witness Signature |
|  |  |  |
| Full name |  | Witness Full name |
|  |  |  |
| Position |  | Witness Position |
|  |  |  |
| Date |  | Date |

**Signed on behalf of the [Subcontractor] by its authorised representative:**

|  |
| --- |
|  |
| Signature |
|  |
| Full name |
|  |
| Position |
|  |
| Date |

1. Communication Protocol

| **Step** | **Process** | **Reference** |
| --- | --- | --- |
| **Services** | | |
| **Initial discussions** | [Primary Provider] may make initial enquiries with Subcontractor by telephone and/or email. |  |
| **Service request** | [Primary Provider] sends written service request by email to Subcontractor. | Clause 3.1 |
| **Urgent service request** | [Primary Provider] makes verbal service request and follows up with written service request by email on next business day. | Clause 3.2 |
| **Acceptance of service request** | Subcontractor accepts or declines service request in writing within 24 hours (or within 24 hours of next Business Hour if request is received outside Business Hours). | Clause 3.3 |
| **Acceptance of urgent service request** | Subcontractor accepts or declines service request verbally within 3 hours and confirms in writing within 24 hours of receiving written request. | Clause 3.3 |
| **Variation to service request** | Any variation to a service request must be approved in writing by [Primary Provider] prior to provision of the amended Service. | Clause 3.4 |
| **Cancellation of service request** | [Primary Provider] and the Subcontractor give any necessary cancellation notice at the earliest possible opportunity. | Clause 3.5 |
| **Verification of service completion** | If required, Subcontractor gives [Primary Provider] written verification of completion of service within 24 hours. | Clause 3.6  Item 4 Schedule 1 |
| **Progress notes** | If required, Subcontractor gives [Primary Provider] written progress notes within 48 hours.  See Item 5 of Schedule 1. | Clause 3.7  Item 5 Schedule 1 |
| **Invoice** | Subcontractor sends invoice within 14 days. | Clause 6.2 |
| **Payment** | [Primary Provider] pays invoice within 28 days. | Clause 6.3 |
| **Other Communications** | | |
| **Communication with or about Client** | All communication with or about the Client must be through [Primary Provider] unless [Primary Provider] directs otherwise. | Clause 3.8 |
| **Urgent communication about Client** | In an emergency situation, Subcontractor may contact 000 directly and must inform [Primary Provider] Contact immediately after. | Clause 3.8 |
| **Change in Client’s condition** | Subcontractor must inform [Primary Provider] in writing of any change in a Client’s condition within 3 hours of end of service. | Clause 3.9 |
| **Health and safety risks** | Subcontractor must notify [Primary Provider] promptly of any health and safety risks. | Clause 5.3(a)(iii) |
| **Change of Subcontractor’s details** | Subcontractor must inform [Primary Provider] promptly of any changes to Subcontractor’s details. | Clause 3.10 |
| **Incident Reporting** | | |
| **Priority 1 Incidents** | Subcontractor must:   * + - * inform [Primary Provider] immediately; and * email a [Primary Provider] Incident Report no later than 24 hours after becoming aware. | Clauses 4.1 & 4.2 |
| **Priority 2 Incidents** | Subcontractor must email a [Primary Provider] Incident Report no later than the next Business Day. | Clauses 4.1 & 4.3 |

1. Code of Conduct

***Schedule 1 to the Aged Care Quality and Safety Commission Rules 2018***

When providing care, supports and services to people, I must:

(a) act with respect for people’s rights to freedom of expression, self determination and decision making in accordance with applicable laws and conventions; and

(b) act in a way that treats people with dignity and respect, and values their diversity; and

(c) act with respect for the privacy of people; and

(d) provide care, supports and services in a safe and competent manner, with care and skill; and

(e) act with integrity, honesty and transparency; and

(f) promptly take steps to raise and act on concerns about matters that may impact the quality and safety of care, supports and services; and

(g) provide care, supports and services free from:

(i) all forms of violence, discrimination, exploitation, neglect and abuse; and

(ii) sexual misconduct; and

(h) take all reasonable steps to prevent and respond to:

(i) all forms of violence, discrimination, exploitation, neglect and abuse; and

(ii) sexual misconduct.

Staff Name: ……………………………………………………………………………………………..

Signature: ………………………………………………………………………………………………..

Date: ………………………………………

1. – Statutory Declaration

See attached

Commonwealth of Australia

STATUTORY DECLARATION

*Statutory Declarations Act 1959*

|  |  |
| --- | --- |
| *1 Insert the name, address and occupation of person making the declaration* | I, [insert name]  Address: [Insert business address]  Company: [Insert business name]  ABN: [Insert ABN] |
| *2 Set out matter declared to in numbered paragraphs* | 2  I declare that  As [Position] of [Insert Business Name] make the following declarations under the Statutory Declarations Act 1959:   1. All persons over the age of 16 who are employed, hired, retained or contracted (workforce member) by [Insert Business Name] have: 2. Police Certificate that is dated not more than (3) years before the first day in which the workforce member is to provide services under this contract (or equivalent check); and 3. The Police Certificate does not record that workforce member has been: 4. Convicted of murder or sexual assault; or 5. Convicted of and sentenced to imprisonment for any other form of assault 6. If a member of the workforce has been at any time since he or she turns 16 a citizen or permanent resident of a country other than Australia that person has made a Statutory Declaration stating that they have never been: 7. Convicted of murder or sexual assault; or 8. Convicted of and sentenced to imprisonment for any other form of assault 9. All Police/Suitability Checks reference numbers, verification codes and expiry dates, as well as all original Statutory Declarations pursuant to paragraphs 1 and 2 above are in the prossession of [Insert Business Name]. 10. No person will be allowed to continue as a workforce member if there is for that person a Police Certificate result that records that the person has been: 11. Convicted of murder or sexual assault; or 12. Convicted of and sentenced to imprisonment for any other form of assault. 13. Each member has been assessed as suitable to work in aged care having regard to any criminal history disclosed by the Police Certificate or the workforce member. 14. That each member of the workforce who is likely to have interaction with the clients or those having interation with clients has received the prescribed number of does of the COVID-19 vaccination in line with the Public Health Order. 15. Workforce will have all received the prescribed number of doses of a COVID-19 vaccine and have provided evidence of complying with the COVID-19 vaccination requirements by the 15th of December 2021. 16. All services that delivery [insert business name], have, and abides by, the current Infection Control Policy. For specific outbreaks and / or declared pandemics, specific emergengy response plans will take effect eg. COVID-19 Emergency Response Plan which outlines COVID safe policies and procedures. 17. Currently has Product & Public Liability Insurance; Workcover Insurance or Voluntary Workers Injury Insurance (volunteer organisations); in place. 18. Has a current ABN 19. I am authorised to make this declaration by [insert business name] and do so from my own direct knowledge and ability to view all details pertaining to the above.   I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*,and I believe that the statements in this declaration are true in every particular. |
|  | 3 |
| *4 Place*  *5 Day*  *6 Month* *and year* | Declared at 4 on 5 / /2024  Before me, |
| *7 Signature of person before whom the declaration is made (see over)* | 7 |
| *8 Full name, qualification and address of person before whom the declaration is made (in printed letters)* | 8 Representative (Full Name) :  Qualification:  Address: |

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

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

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

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

Chiropractor Dentist Legal practitioner

Medical practitioner Nurse 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:

Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public

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 the Australian Trade 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 his or her function in that place

Employee of the Commonwealth who is:

(a) in a country or place outside Australia; and

(b) authorised under paragraph 3 (c) of the *Consular Fees Act 1955*; and

(c) exercising his or her function in that place

Fellow of the National Tax Accountants’ Association

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 of a court

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 Chartered Secretaries Australia

Member of Engineers Australia, other than at the grade of student

Member of the Association of Taxation and Management Accountants

Member of the Australasian Institute of Mining and Metallurgy

Member of the Australian Defence Force who is:

(a) an officer; or

(b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service; or

(c) a warrant officer within the meaning of that Act

Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants

Member of:

(a) the Parliament of the Commonwealth; or

(b) the Parliament of a State; or

(c) a Territory legislature; or

(d) a local government authority of a State or Territory

Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961*

Notary public

Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public

Permanent employee of:

(a) the Commonwealth or a Commonwealth authority; or

(b) a State or Territory or a State or Territory authority; or

(c) a local government authority;

with 5 or more years of continuous service who is not specified in another item in 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 Service employee of:

(a) the Commonwealth or a Commonwealth authority; or

(b) a State or Territory or a State or Territory authority

Sheriff

Sheriff’s officer

Teacher employed on a full-time basis at a school or tertiary education institution