



Preferred Provider

TERMS AND CONDITIONS

For the Provision of Services and/or Goods

The following terms and conditions apply to each Confirmed Request, subject to any agreed variation to the Terms by the parties.

1 Relationship of the Parties

- 1.1 The parties acknowledge and agree that the legal relationship between the Provider and Care Connect is that of independent contractors and that none of the Provider's personnel will for any purpose be regarded as an officer, employee, partner or agent of Care Connect.
- 1.2 Care Connect acts as the Approved Provider for the funded programs delivered to the Client. The Provider is responsible for the delivery of the Services and/or Goods as contracted by Care Connect.
- 1.3 In undertaking the provision of services and/or goods, the Provider acknowledges that there is no contractual or other relationship between itself and any relevant government agency or funder of those services and/or goods. Care Connect has the contractual relationship, not the Provider

2 Nominated Contact Person Authorised to Represent the Provider

The Provider warrants and covenants that each Nominated Contact Person has the authority to represent and bind the Provider under the Agreement, including to accept Requests and to agree to the Service Fees payable under the Agreement.

3 Provision of Services and/or Goods

- 3.1 If Care Connect issues a Request the Provider:
 - 3.1.1 may accept a Request by providing Care Connect with written notice to that effect within one (1) business day of a request being issued; or
 - 3.1.2 if the Provider does not accept the Request in accordance with clause 3.1.1, the Provider will be taken to have declined to provide the requested Services and/or Goods.
- 3.2 If the Provider accepts a Request in accordance with clause 3.1.1, the Provider must:
 - 3.2.1 promptly perform and supply the Services and/or Goods specified in the Request to the directed Clients of Care Connect with due care and skill, in accordance with applicable laws and Standards, and with regard to evidence-based best practice, at all times ensuring the safety of the Provider's personnel and Care Connect's personnel and Clients;
 - 3.2.2 take all necessary steps to clarify and confirm the requirements of Care Connect for the Services and/or Goods and comply with Care Connect's reasonable directions concerning the provision of the Services and/or Goods;
 - 3.2.3 ensure the Services and/or Goods are free from any omissions or defects;
 - 3.2.4 ensure any Goods provided in connection with the Services are new, fit for the intended purpose and free of security interests;
 - a) are new, free from defects, fit for the intended purpose and free of security interests;
 - b) are of a brand name or type required by Care Connect or a Client or if no brand name or type is specified, be of a quality and type appropriate to the intended use; and

- c) if not manufactured by the Provider, are covered by a warranty from the manufacturer and/or supplier, on terms acceptable to Care Connect.
- 3.2.5 pay all fees, charges and costs incurred in the performance of the Provider's obligations under the Agreement, except as expressly stated otherwise in a variation to the Terms;
- 3.2.6 seek approval from Care Connect if a Client wishes to add, cancel or amend any Confirmed Requests for Services and/or Goods and not implement or act on those changes without Care Connect's written approval; and
- 3.2.7 in the exception of an emergency, notify Care Connect within a minimum of four business hours of a cancellation of a service or a change in care worker and this must be by phone and in writing.
- 3.3 Care Connect is not obliged to require a minimum volume, or any particular volume, of Services and/or Goods from the Provider.
- 3.4 Inspection or acceptance of the Services and/or Goods by Care Connect as they are being provided (if any) does not relieve the Provider of its obligations under the Agreement.
- 3.5 Care Connect may issue an improvement notification which sets out recommendations for how the Services and/or Goods must be improved and/or require the Provider to resupply Services and/or Goods which are unsatisfactory (at no additional cost to Care Connect).

4 Service and/or Goods Scope

- 4.1 The scope of Services and/or Goods is limited to that notified by Care Connect and the Provider or its personnel must not use any information provided to it pursuant to this Agreement to:
 - 4.1.1 spruik or seek other work from Clients;
 - 4.1.2 solicit, canvass, approach any Client with a view to providing Services and/or Goods directly to that Client rather than through Care Connect;
 - 4.1.3 pressure Clients to allow the Provider to undertake or provide additional Services and/or Goods; or
 - 4.1.4 create an expectation that a payment is required from the Client or that the standard or timing of the Services and/or Goods will differ if a payment is made by the Client.

5 Cancellation and Suspension

- 5.1 Care Connect may vary, suspend or withdraw a Request on giving the Provider as much notice as is reasonably practicable in the circumstances.

6 Applicable Service and/or Goods Fee and Most Favourable Charges

- 6.1 The Service Fee applicable to the provision of Services and/or Goods is the Service Fee as outlined in **Schedule 1** and subject to change as determined by clause 7.
- 6.2 The Provider must ensure that the Service Fees for the Goods and/or Services under this Agreement are at all times no less favourable than the fees, rates or other charges offered by the Provider to any third party for similar volumes of the same or similar products or services.
- 6.3 Where the Provider offers to any third party more favourable fees or charges for any product or service which is similar to the Goods and/or Services in similar circumstances, including volumes, timings or terms and conditions, than the Service Fees, then the Provider must promptly make those more favourable fees or charges available to Care Connect by agreeing with Care Connect to vary the Service Fees.
- 6.4 If Care Connect becomes aware that the Provider has not offered Care Connect Service Fees in accordance with this clause 6, Care Connect may deduct the difference in the Service Fees from any payment Care Connect makes to the Provider under clause 19. The amount to be deducted is to be determined by Care Connect either by reference to the actual difference (if ascertainable) or the amount Care Connect assesses to be the difference in the Service Fees.
- 6.5 A public holiday is defined as those indicated in the National Employment Standards (NES) or any other day or part-day declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory (or a region of the State or Territory) as a public holiday.

7 Fee Variations

- 7.1 Should the Provider wish to vary the Service Fee, the Provider must provide Care Connect with written notice of its intention to vary the Service Fee and the amount of the variation at least 30 days prior to a variation taking effect.
- 7.2 Care Connect will assess a proposed variation to the Service Fee. Unless a variation is deemed as fair and reasonable to Care Connect's satisfaction, Care Connect is not obliged to accept the variation in the Service Fee from the Provider. If Care Connect deems the variation fair and reasonable, it will provide written notice to the Provider consenting to the variation.
- 7.3 The Provider may apply to vary the Service Fee for the provision of any ongoing Services and/or Goods in accordance with clause 7.1 no more than twice in any Financial Year and, if directed by Care Connect, the Provider must submit the application via a web-based e-form.
- 7.4 If directed by Care Connect, the Provider must submit Fees and Fee Variations to align with Care Connect's framework for standard and non-standard hours of service.

8 Approvals

- 8.1 The Provider must maintain all appropriate licences, approvals and authorisations necessary (including any approvals or authorisations required by the Australian Health Practitioner Regulation Agency) or desirable to discharge the Provider's obligations under the Agreement.

9 Equipment and other resources

- 9.1 The Provider is solely responsible for procuring or acquiring and maintaining such premises, plant and equipment and other resources (excluding personnel) required to provide the Services and/or Goods (excluding Client supplied equipment) and perform your obligations under this Agreement.
- 9.2 Care Connect is not liable or responsible for any loss, damage or destruction to the Provider's property or that of the Provider's personnel caused or contributed to by the acts and omissions of Clients.

10 Engagement of Sufficient and Suitable Personnel

- 10.1 The Provider must engage sufficient and appropriate personnel on terms which comply with every applicable law and pay their entitlements as and when they are due.
- 10.2 All personnel made available by the Provider in connection with the provision of the Services and/or Goods must:
- 10.2.1 be suitably qualified and, if necessary, accredited and/or registered for the responsibilities assigned to them;
 - 10.2.2 not be under a known impairment that may be subject to aggravation by the task assigned to them or likely to impede the undertaking of the task assigned;
 - 10.2.3 not pose a risk to the safety or well being of the directed Clients;
 - 10.2.4 have been subject to and satisfy applicable statutory workers exclusion scheme and the Provider must provide written confirmation to Care Connect that the personnel has been subjected to and cleared any requirements;
 - 10.2.5 comply with Care Connect's *Service Provider Employee Screening Policy* (including any replacement version of that policy as amended by Care Connect from time to time) at all times;
 - 10.2.6 not impose their own beliefs and values on a Client nor obstruct a Client's legal rights;
 - 10.2.7 not counsel a Client unless qualified to do so;
 - 10.2.8 comply with Care Connect's *Service Provider Code of Conduct Policy* (including any replacement version of that policy as amended by Care Connect from time to time) at all times.
- 10.3 Irrespective of whether the Provider is of the view that the Provider's personnel meet the requirements of this clause 10, Care Connect may direct the Provider to immediately exclude specified personnel from attending Clients, whether on a temporary or permanent basis, without being required to give any reason for doing so, if Care connect reasonably considers the specified personnel do not comply with the requirements of this clause 10.

11 Site Orientation and Damage

- 11.1 Care Connect may provide an orientation program or briefing for a site which may include further policies and procedures that affect how the Provider provides the Services and/or Goods.
- 11.2 The Provider must take reasonable steps to prevent any damage to a Client's home and other property in the course of providing Goods and/or Services.
- 11.3 If the Provider causes damage at a site, the Provider must immediately notify Care Connect and Care Connect will either (at its discretion) require the Provider to immediately make good the damage or rectify or repair the damage to the satisfaction of Care Connect and recover the cost of doing so from the Provider.

12 Registers, Record Keeping and Audits

- 12.1 The Provider must maintain an up-to-date register of the qualifications, endorsements, registrations, assessments, checks and clearances of the personnel made available by the Provider in connection with the provision of the Services and/or Goods, including a register of each police certificate and working with children check, and supporting declaration obtained for the purposes of clause 10.
- 12.2 The Provider must create and maintain appropriate records of the Services and/or Goods provided, as well as up-to-date timesheet information and make these available on request within Care Connect's requested timeframes and formats. This includes records for clinical services. Care Connect may, at its sole discretion, attend a service in the home of a client and conduct an in-home audit.
- 12.3 Subject to applicable privacy laws, on request, the Provider must allow Care Connect and/or its nominee(s) to inspect, review and copy relevant registers and records of the Provider for the purposes of ascertaining whether the Provider has met and/or will continue to be capable of satisfying the Provider's obligations under the Agreement.
- 12.4 Records and materials created or maintained by the Provider as incident of the Agreement must be maintained by the Provider for at least seven years after the termination of the Agreement.
- 12.5 If providing services in Victoria, the Department of Health and Human Services may access the Provider's premises or place of business to conduct a performance review or audit on the same terms and conditions contained in this agreement.

13 Environment, Health and Safety

- 13.1 In providing the Services and/or Goods, the Provider must ensure the safety and security of the Clients and personnel of Care Connect, and contractors and visitors at a site and to the extent necessary, adequately coordinate the Provider's activities. This includes compliance with applicable state workplace health and safety laws and regulations including infection prevention and control, and working within notified workplace health and safety programs and having systems for risk identification, risk assessment and risk control for identified risks relevant to the type of work.
- 13.2 Care Connect makes no warranties or covenants as to the safety or fitness of sites to be entered by the Provider or its personnel in connection with the Services and/or Goods and the Provider must undertake any assessment of the risk associated with the Services and/or Goods and areas accessed in connection with the Services and/or Goods, so as to meet the Provider's obligations under clause 13.1.
- 13.3 The Provider must immediately notify Care Connect verbally and in writing of all incidents, injuries or risks to health and safety affecting or likely to affect any person at a site relevant to the Services and/or Goods, in accordance with Care Connect's *Service Provider Notification Policy* (including any replacement version of that policy as amended by Care Connect from time to time).
- 13.4 If the Provider is required by any applicable workplace health and safety law to give any notice of an accident occurring in connection with this Agreement, the Provider must, at the same time, or as soon thereafter as is possible in the circumstances, give a copy of the notice to Care Connect (subject to any obligation of confidence, in which case, confidential information may be redacted from the report provided to Care Connect).
- 13.5 The Provider is responsible for appropriately disposing of waste and cleaning up the worksite (to the satisfaction of Care Connect).

14 Anti-Slavery Laws

- 14.1 The Provider must do all things necessary to allow Care Connect to comply with the Anti-Slavery Laws, including undertaking assessments of the Provider's supply chains and providing reports to Care Connect on the Provider's supply chains and the outcomes of those assessments, in a form and manner required by Care Connect, if requested.

14.2 The Provider must promptly notify Care Connect in writing of any modern slavery or human trafficking investigation or findings concerning the Provider or a supply chain concerning this Agreement.

15 Intellectual Property

15.1 The Provider represents and warrants to Care Connect on a continuous basis throughout the term of Care Connect's engagement of the Provider (as an essential term of these Terms) that the supply of the Services and/or Goods, and any use of them by Care Connect or any other person for any intended purpose, will not infringe any intellectual property rights.

16 Compliance Confirmation

16.1 On request, the Provider must provide Care Connect with:

16.1.1 copies of any relevant certifications, registrations, accreditations and licences required under clause 8;

16.1.2 a copy of its register of police certificates and working with children checks and other clearances required under clause 10;

16.1.3 copies of the prescribed insurance policies and certificates of currency required to be held by the Provider in accordance with clause 17;

16.1.4 copies of any workplace policies the Provider must maintain under clause 18; and

any other evidence reasonably requested by Care Connect, which relates to the provision of the Services and/or Goods.

16.2 Care Connect may instead obtain a Statutory Declaration from the Provider stating that compliance requirements are in place and Care Connect may conduct audits as noted in clause 12.

16.3 Care Connect may nominate a third party application to manage compliance documentation whereby a Provider must register with that party. If so, the cost of that application will be borne by the Provider.

16.4 If directed by Care Connect, the Provider must submit the evidence under this clause 16 via a web-based e-form.

16.5 Failure to provide the compliance evidence will result in Care Connect reviewing the Services provided by the Provider to the Client which may result in suspension or termination of this Agreement.

17 Insurance

17.1 The Provider must maintain insurances as indicated in **Schedule 2** of this Agreement and any other insurances reasonably required by Care Connect from time to time, with a reputable insurer, on terms and conditions acceptable to Care Connect and noting the interests of Care Connect where required. The Provider must ensure that sub-contractors have the same minimum insurances.

17.2 The Provider must not do or permit to be done any act or omission in or around a site which may result in any insurances in relation to a site being vitiated or rendered void or which may result in an increase to the rate of premium of any insurance policy of Care Connect.

18 Workplace Policies

18.1 The Provider must maintain workplace policies as indicated in **Schedule 3** of this Agreement and any other policies reasonable required by Care Connect from time to time. These policies are to be submitted to Care Connect on request. The Provider must ensure that sub-contractors have the same policies in place.

19 Payment and Invoicing

19.1 Unless otherwise directed by Care Connect, the Provider must register with the Supplier portal established by Care Connect and, at its own cost, self-manage the accuracy and currency of the information required to be maintained by the Provider. The Provider agrees to confirm delivery of services via the portal.

19.2 If requested, the Provider will submit an electronic file of data containing invoice information at the frequency contained in this clause 19.

19.3 If invoicing is agreed to be by email, the invoice from the Provider to Care Connect must be on a computer generated tax invoice. Care Connect will not accept hand written manual invoices.

19.4 Payment from Care Connect to the Provider will be by bank transfer. Care Connect does not pay using cheques.

- 19.5 Subject to this clause 19, payment will be made as specified in **Schedule 4** of this Agreement.
- 19.6 Any claim for payment must be in the form of a tax invoice in accordance with clause 20 for GST registered Providers or clause 21 for non-GST registered Providers, and may only be made if the Provider has complied with this Agreement.
- 19.7 All prices specified by the Provider must include GST (where applicable) with the GST component identified. The Provider is liable for payment of all taxes payable in connection with the supply of the Services and/or Goods (which must be paid by the due date).
- 19.8 The time for claiming payment must be made within one calendar month of the delivery of the Services and/or Goods being provided.
- 19.9 In order to ensure Care Connect can manage Clients' budgets in accordance with its responsibilities under the *Aged Care Act 1997*, Care Connect requires invoices to be received within one calendar month of the delivery of the Services and/or Goods being provided and will otherwise not make payment if the invoices are received after 45 days.
- 19.10 Care Connect reserves the right to request the Provider to invoice at any time by providing five business days' notice.
- 19.11 Care Connect may review all invoices to ascertain whether charges and the like accord with the requirements of the Agreement. If the Service Fee includes any reimbursable expense, authorised expenses incurred by the Provider will be paid or reimbursed, less any credit claimed or claimable by the Provider in respect of the reimbursable expense, subject to the Provider evidencing the reimbursable expense incurred to Care Connect's satisfaction. The Provider is not otherwise entitled to claim for any other cost or expense it occurs.
- 19.12 Care Connect may deduct any amount the Provider owes Care Connect from the amount payable.
- 19.13 The Provider will not be entitled to be paid for any part of the Service Fees which Care Connect, acting reasonably, contends as having not been performed in accordance with the Agreement, provided that Care Connect provides the Provider with written notice of the amount withheld, details of the alleged default and what, if anything, the Provider can do to remedy the default.
- 19.14 Any payment made by Care Connect is not evidence of the Services and/or Goods having been satisfactorily carried out in accordance with the Agreement, but payment on account.
- 19.15 Where a Client is entitled to receive Services and/or Goods as a result of Care Connect receiving funding from a government agency, the Provider acknowledges that payment of an invoice under this Agreement is contingent upon Care Connect receiving funding. If an invoice is received after removal of the funding, Care Connect will not be responsible for paying for the Services and/or Goods received. If the Provider meets the requirements in clauses 19.8 and 19.9, this clause does not apply.

20 GST Registered Providers

- 20.1 The recipient and the Provider declare that this Agreement applies to supplies to which a tax invoice relates. The recipient can issue tax invoices in respect of these supplies, and the Provider will not issue tax invoices in respect of these supplies, unless the Provider is not registered on the online Supplier Portal.
- 20.2 Unless otherwise directed by Care Connect, Care Connect uses the Supplier Portal to create RCTI with Care Connect being the recipient. Should a Provider not wish to be a party to a RCTI agreement, it must notify Care Connect within 7 days of receiving a copy of this Agreement.
- 20.3 The Provider acknowledges that it is registered for GST and that it will notify the recipient if it ceases to be registered for GST
- 20.4 Acceptance of a RCTI constitutes acceptance of the terms of this Agreement.

21 Non-GST Registered Providers

- 21.1 The Provider and Care Connect agree that Care Connect will issue an invoice for supplies made by the Provider, unless the Provider is not registered on the online Supplier Portal. However, the Provider acknowledges that it is not registered for GST and therefore such invoices will not meet the requirements to be a valid RCTI. In addition, the Provider will notify Care Connect within 7 days if it becomes registered for GST.

22 Privacy

- 22.1 The Provider must at all times respect the confidentiality and privacy of the Clients and personnel of Care Connect by ensuring that the Provider:

- 22.1.1 complies with Care Connect's *Service Provider Confidentiality and Privacy Obligations Policy* (including any replacement version of that policy as amended by Care Connect from time to time) at all times;
 - 22.1.2 does not discuss any information gained about Clients or personnel in the course of the supply of the Services and/or Goods with a third party;
 - 22.1.3 only uses Personal Information (including Sensitive Information and Health Information) of Clients in accordance with applicable laws (including applicable health records legislation and Privacy Laws) and any relevant direction, guideline, determination or recommendation made by the Office of the Australian Information Commissioner or a state or territory privacy commissioner, health services commissioner and/or any equivalent body or agency; and
 - 22.1.4 to the extent that differing Privacy Laws apply to the Provider as opposed to Care Connect, conform with the statutory obligations applicable to Care Connect as if they were binding upon the Provider.
- 22.2 To the extent that the Provider is responsible for collecting Personal Information and disclosing such information to Care Connect in the course of providing the Services and/or the Goods to Care Connect, the Provider must obtain all relevant consents and provide all relevant notices so as to enable the parties to meet their respective obligations under the Privacy Laws and to enable Care Connect to use and disclose the Personal Information in accordance with Care Connect's Privacy and Confidentiality Policy.
- 22.3 The Provider must ensure that all Personal Information of Clients is held in Australia and must not disclose or transfer any Personal Information relevant to this Agreement to a recipient that is located outside Australia, or process any Personal Information relevant to this Agreement in a jurisdiction outside Australia without the prior written consent of Care Connect.

23 Data Security and Breaches

- 23.1 To the extent that the Provider is providing Department of Health and Human Services services to clients in Victoria, they will not do, act or engage in a practice that contravenes the Victorian Protective Data Security Standards (VPDSS).
- 23.2 As soon as the Provider becomes aware of or suspects that a data breach affecting Personal Information relevant to this Agreement has or may have occurred with respect to the Provider, the Provider must immediately report the circumstances of the data breach to Care Connect, take all necessary steps to prevent or contain the data breach and keep Care Connect updated in relation to all remedial action taken by the Provider.
- 23.3 To the extent that the data breach relates to Personal Information relevant to this Agreement, the Provider must report the data breach to affected individuals or to the Office of the Australian Information Commissioner as required, notifying Care Connect in writing.
- 23.4 Unless Care Connect has notified the Provider otherwise, Care Connect will be responsible for the notification of the data breach to affected individuals and to the Office of the Australian Information Commissioner, and the Provider agrees to provide all necessary assistance to Care Connect in providing the notification.

24 Confidentiality

- 24.1 The Provider must keep this Agreement and any confidential information of Care Connect strictly confidential, except as required by law, and only use confidential information of Care Connect for the purposes of performing its obligations under this Agreement.
- 24.2 The Provider must not publicise or promote that it has provided the Services and/or Goods to Care Connect without prior agreement with Care Connect which will not be unreasonably withheld.
- 24.3 The Provider consents to the disclosure of its identity to any government agency or funder if required by the government agency or funder for reporting purposes.
- 24.4 If asked, the Provider and/or its sub-contractors must promptly give Care Connect a signed confidentiality deed relating to the use and non-disclosure of any of Care Connect's information or that of funder or government agency.

25 Indemnity

- 25.1 The Provider must indemnify, keep indemnified and hold harmless Care Connect and its officers and personnel from and against all actions, liabilities, claims, damages, losses, penalties, demands, costs and expenses (including, without limitation, all legal costs on a full indemnity basis) consequent upon, occasioned by, or arising from any of the Provider's personnel being deemed to be employees of Care Connect and any negligence, reckless or illegal act or omission, breach of intellectual property rights or breach of this Agreement by the Provider or any person the Provider is responsible for. The Provider's obligation to indemnify Care Connect under this clause 25 does not apply

to the extent that any liability is directly caused by any negligent act or omission, or illegal act of Care Connect or its personnel.

- 25.2 Care Connect declares that the benefit of each indemnity under these terms, in favour of its personnel is held by Care Connect on trust, for its personnel, to be exercised by Care Connect on their behalf and/or to be exercised by them, even if no claim is made by or against Care Connect.

26 Termination

- 26.1 Care Connect may terminate the Agreement at any time giving no less than 30 days written notice to the Provider, in which case, Care Connect must pay for the Services and/or Goods prior to the date of termination.
- 26.2 The Provider may terminate the Agreement at any time giving no less than 30 days written notice to Care Connect, in which case, the Provider must complete the Confirmed Requests scheduled prior to the date of termination, unless Care Connect chooses to engage an alternative Provider. The Provider will respond to all reasonable requests by Care Connect to ensure continuity of supply for Services and/or Goods during this notification period, including working with the alternative Provider.
- 26.3 Care Connect may terminate the Agreement with immediate effect, by way of written notice to the Provider, if:
- 26.3.1 the Provider breaches a provision of the Agreement and fails to remedy the breach within 7 days of receiving a written notice from Care Connect specifying the breach and the action required to remedy it;
 - 26.3.2 the Provider is unable to provide the Services and/or Goods or supply would be prejudicial to Care Connect (as determined by Care Connect);
 - 26.3.3 the Provider becomes insolvent, bankrupt, or a receiver, receiver and manager, administrator or liquidator is appointed with respect to the Provider or the Provider is subject to a scheme of arrangement with creditors or is otherwise unable to pay its debts as they fall due;
 - 26.3.4 the Provider ceases trading or there is a change in management, oversight or control of the Provider;
 - 26.3.5 the Provider materially alters the nature or scope of its business or activities;
 - 26.3.6 the parties are unable to agree on any matter to be agreed for the continuation of this Agreement; or
 - 26.3.7 any other event occurs entitling Care Connect to terminate.
- 26.4 On termination, the Provider must promptly:
- 26.4.1 provide all assistance reasonably requested by Care Connect to ensure there is minimal disruption (including by providing records, support and contact details relating to the Services and/or Goods);
 - 26.4.2 return all property of Care Connect within the possession or control of the Provider, including confidential information of Care Connect. This clause 26.4.2 does not apply to confidential information that a party must retain for any lawful requirement, insurance or good corporate governance purposes or which is stored electronically as a result of the party's archiving or back-up procedures; and
 - 26.4.3 provide Care Connect with any outstanding invoices, reports and deliverables, as well as any reports and deliverables which are partially complete.
- 26.5 The termination of the Agreement and/or Request will not in any way prejudice or affect the rights, duties or obligations of the parties which may have arisen prior to the date of termination.
- 26.6 The provisions of the Agreement dealing with record-keeping, confidentiality and privacy, insurance, indemnities and consequences of termination survive the end of this Agreement and/or Request and may be enforced at any time.

27 General

- 27.1 At the request of Care Connect, any permits, approvals, endorsements and certifications to be held, provided or evidenced by the Provider under the Agreement must include a notation that rights and benefits are held by the Provider personally or as trustee, as directed by Care Connect.
- 27.2 In the event of an inconsistency between the Agreement and a Request, the Agreement prevails to the extent of the inconsistency.

- 27.3 Any variations or assignments by the Provider to the Agreement will not be enforceable unless they are made in writing, prior to the variation or assignment and signed by both parties. Care Connect may assign its rights by written notice to the Provider.
- 27.4 Any sub-contracting is subject to the prior written approval of Care Connect. Sub-contracting does not relieve the Provider of the Provider's obligations under this Agreement and no sub-contractor will be entitled to seek or require payment from Care Connect. The Provider is responsible for the acts and omissions of any sub-contractor, or any of the sub-contractor's personnel, as if they were the Provider's acts or omissions. The Provider must ensure that any sub-contracts entered into by it for the purposes of this Agreement are consistent with the obligations binding on the Provider under this Agreement.
- 27.5 If the Provider enters into the Agreement as a trustee, the Provider is liable personally as trustee.
- 27.6 If a conflict exists between the Agreement and the Provider's proposal or standard terms of trade (including invoices), then the Agreement will prevail. All prior representations, warranties, arrangements, understandings and agreements concerning the subject matter of the Agreement are superseded.
- 27.7 No rule of contract interpretation must be applied in the interpretation of the Agreement to the disadvantage of one party on the basis that it prepared or put forward the Agreement or any document comprising part of the Agreement.
- 27.8 A failure or delay in exercise, or partial exercise, of a right under the Agreement does not result in a waiver of that right and a party is not entitled to rely on a delay in the exercise or non-exercise of a right under the Agreement as constituting a waiver of that right.
- 27.9 The Agreement sets out the terms and conditions applicable to each Request.
- 27.10 Each Request is a separate agreement between the Provider and Care Connect, and comes into existence on the terms of the Agreement when a Request is accepted by a Provider.
- 27.11 The Agreement is governed by and interpreted in accordance with the laws of Victoria, Australia and a reference to a 'business day' means a business day in Melbourne, Victoria.

28 Definitions

Meanings apply to capitalised terms used in the Agreement as specified in this clause 28 and any expression used that is defined in the GST Act has that defined meaning, unless the context otherwise requires:

- 28.1 **Agreement** means an agreement for the provision of Services and/or Goods and includes, the Supply Particulars and these Terms;
- 28.2 **Anti-Slavery Laws** means any anti-slavery or anti-human exploitation laws applicable to this Agreement, Care Connect or the Provider, e.g. *Modern Slavery Act 2018 (NSW)*;
- 28.3 **Approved Provider** is an organisation that has been approved to provide residential care, home care or flexible care under the *Aged Care Act 1997*;
- 28.4 **Care Connect** means Care Connect Limited ABN 23 094 121 810 of Level 1, 204-206 Gipps Street, Abbotsford, Victoria 3067 or any assignee or successor notified to the Provider. Care Connect Limited is an Approved Provider;
- 28.5 **Client** means a client of Care Connect identified by Care Connect as recipients of all or part of the Services and/or Goods;
- 28.6 **Confirmed Request** means for each Request, an agreement between the Provider and Care Connect for the provision of the requested Services and/or Goods on the terms of this Agreement is accepted or confirmed by the Provider;
- 28.7 **Financial Year** means each 12 month period commencing on 1 July and ending on 30 June the following calendar year;
- 28.8 **Goods** means any goods provided by the Provider as an incident of providing the Services, including any goods or products specified in a Request;
- 28.9 **GST** means the goods and services tax levied under the GST Act or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time;
- 28.10 **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;
- 28.11 **Health Information** includes information covered by the definition of health information in the *Privacy Act 1988 (Cth)* as well as any other state or territory based health records legislation;
- 28.12 **Laws** means all relevant State, Territory and Commonwealth laws and regulations and where the context requires, includes all Australia Government policies applicable to the delivery of the services;
- 28.13 **Nominated Contact Person** means a person nominated by the Provider as a nominated contact for the purpose of these terms or a Request and includes a person specified in the Supply Particulars and/or a Request;
- 28.14 **Personal Information** has the meaning given to the term 'personal information' by the *Privacy Act 1988 (Cth)*;
- 28.15 **Privacy Laws** means the *Privacy Act 1988 (Cth)* (including the Australian Privacy Principles) and any other privacy or general legislation which binds Care Connect and which relates to the protection of Personal Information;
- 28.16 **Provider** means the supplier specified in the Supply Particulars and where the context permits, includes the Nominated Contact Person and the officers, employees and agents of the Provider who provides services under the instruction of Care Connect. A Provider may also be an Approved Provider;
- 28.17 **Provider personnel**, in connection with the provision of the Services and/or Goods, means any person engaged by the provider and includes, but not limited to, employees, contractors, sub-contractors, volunteers and agency staff.
- 28.18 **Request** means an invitation from Care Connect for Services and/or Goods to be provided under these Terms and includes any variations notified and agreed to by the Provider prior to the Request being confirmed;
- 28.19 **Recipient Created Tax Invoices (RCTI)** is an invoice issued by the recipient (Care Connect) for the supply for Services and/or Goods "on behalf" of the Provider.
- 28.20 **Sensitive Information** has the meaning given to the term 'sensitive information' by the *Privacy Act 1988 (Cth)*;

- 28.21 **Service Fee** means the fees payable by Care Connect to the Provider for the Services and/or Goods, being the fees last agreed at the time of a Confirmed Request;
- 28.22 **Services** means the services specified in a Request and includes any applicable Goods;
- 28.23 **Standards** means the standards the Provider must meet on delivering the Services under the Aged Care Act and any other applicable laws, applicable funding conditions from any government department or agency that has provided funding towards the Services, any minimum standards specified in a Request and any other standards notified by Care Connect;
- 28.24 **Supplier Portal** means an online portal which Care Connect requires its Providers to use under this Agreement;
- 28.25 **Supply Particulars** means the particulars to this Agreement; and
- 28.26 **Terms** includes the Standard Terms and Conditions as well as any approved variations to those Standard Terms and Conditions as relevant to a particular Agreement.

S1 Schedule 1 – Supplier Rate Card

Effective date of current rates, as already provided to Care Connect: _____

S2 Schedule 2 – Insurances

The Provider must maintain the following insurances, with all excesses associated with the policies being the responsibility of the provider:

1. statutory work cover insurance for the jurisdiction where the Provider delivers services (unless you are a sole trader without any employees). Care Connect recommends that sole traders with no employees have personal accident insurance;
2. public liability insurance for at least \$20 million per occurrence;
3. professional indemnity insurance for at least \$5 million per occurrence, if providing professional advice (not clinical/allied health/medical advice);
4. medical liability insurance, if providing clinical/allied health/medical advice (for death or injury).

S3 Schedule 3 – Workplace Policies

The Provider must have in place policies for:

1. Work, Health and Safety (including monitoring drivers' licences)
2. Client Emergency
3. Code of Conduct, or acknowledge compliance with Care Connect's *Service Provider Code of Conduct Policy*
4. Client Not At Home
5. Complaints
6. Learning and Development Plan (including calendar)
7. Performance Appraisal
8. Reporting Obligations, or acknowledge compliance with Care Connect's *Service Provider Notification Policy*
9. Confidentiality and Privacy, or acknowledge compliance with Care Connect's *Service Provider Confidentiality and Privacy Obligations Policy*
10. Police Check, Working With Children Check and other employment safety screening requirements, or acknowledge compliance with Care Connect's *Service Provider Employee Screening Policy*
11. Business Continuity, Interruption or Disaster Recovery (including pandemic planning)

S4 Schedule 4 – Payment Terms

1. Payment will be made within 30 calendar days of approval of the invoice for the Services and/or Goods provided.
2. If the Provider uses the Care Connect Supplier Portal to manage invoices, payment will be made within 14 calendar days of approval of the invoice for the Services and/or Goods provided.