



**BROKERAGE AGREEMENT**

**BETWEEN**

**Macarthur Diversity Services Initiative Ltd.**

**Trading as FOCUS Connect**

**(THE PRINCIPAL)**

**ABN 35 139 742 322**

**AND**

---

**(THE CONTRACTOR)**

**ABN \_\_\_\_\_**

## CONTENTS

1. Definitions and Interpretation .....	3
2. Terms of Agreement .....	4
3. Relationship of Parties.....	4
4. Responsibilities of the Principal .....	4
5. Responsibilities of the Contractor .....	5
6. Participant Directed Care .....	7
7. Conflict of Interest .....	7
8. Payment.....	8
9. Indemnity .....	8
10. Termination of Agreement .....	8
11. Notice .....	9
12. Applicable Laws .....	9
13. Dispute Resolution .....	9
14. Acceptance of the Brokerage Agreement .....	9
The Annexure .....	11

This Agreement is dated the \_\_\_\_\_

**Between:**

**Macarthur Diversity Services Initiative Ltd (T/A FOCUS Connect) ("the Principal") [the party named and described in Item 1 of the Annexure of the Agreement]**

**of 3 Chamberlain Street, Campbelltown 2560, NSW**

AND

\_\_\_\_\_  
("the Contractor") [the party named and described in Item 2 of the Annexure of the Agreement]

of (Address)\_\_\_\_\_

## **Background**

The Principal is a Register Provider of aged care under the Aged Care Act 2025 ("the Act") and can provide Support at Home Program ("the business"). The Contractor/Associate Provider has represented to the Principal that the Contractor/Associate Provider has expertise in providing in home services/specialised assessments for older people. The Principal wishes to engage the Contractor/Associate Provider to perform the services as specified in Item 3 of the Annexure, to which the Contractor/Associate Provider has agreed, on the terms and conditions set in this Agreement.

## **AGREEMENT**

### **1. Definitions and Interpretation**

#### **1.1 Definitions**

1.1.1. "Act" means the Aged Care Act 2025 (Cth).

1.1.2. "Agreement" means the Brokerage Agreement.

1.1.3. "Annexure" means the Annexure to this Agreement.

1.1.4. "Participant Care Plan" means the individual support plan for the Services to be provided to the individual participant.

1.1.5. "Confidential Information" includes any information in any form relating to the Principal's business including the name, contact and medical details of clients, information relating to the fees for the Principal's services, matters of a technical nature, trade secrets, technical data, marketing procedures, financial information, salaries, strategies and business plans and all other information which is imparted to the Contractor.

1.1.6. "Contractor" means the party named in Item 2 of the Annexure.

1.1.7. "Principal" means the party named in Item 1 of the Annexure.

1.1.8. "Services" refers to the services detailed in Item 3 of the Annexure.

1.1.9. "Tax Invoice" means the account to be sent to the Principal as per Item 4 of the Annexure, including GST.

## **1.2 Interpretation**

1.2.1 In this Agreement unless the contrary intentions are apparent:

- a) use of inclusive terms such as "includes" will read as "includes, without limitation",
- b) terms that are defined in the Act have the same meaning in the Agreement,
- c) a reference to an item refers to that item in the Annexure of this Agreement.

## **2. Terms of Agreement**

2.1. Subject to the terms of this Agreement the Principal agrees to broker the Contractor/Associate Provider to provide the Services commencing \_\_\_\_\_ for a period of 12 months.

2.2. At the expiration of this Agreement as in clause 2.1, this Agreement may be renewed by mutual agreement between the Principal and the Contractor/Associate Provider on the terms in this Agreement or by mutually agreed written variation.

## **3. Relationship of Parties**

This Agreement does not create a relationship of employee/employer, partnership, agency, fiduciary or any other relationship except the relationship of contracting parties, between the parties.

## **4. Responsibilities of the Principal**

4.1 To provide an appropriately signed contract prior to commencement of Services.

4.2 To provide information prior to the commencement of services for every client the Contractor/Associate Provider will be providing services for during the term of this Agreement.

4.3 To provide client behavioural management plans if required.

4.4 To provide contact details to report any concerns about the client's health and well being or if the client does not respond to a visit.

4.5 To provide a safe working environment for the Contractor's staff and inform the Contractor/Associate Provider of any WHS&IM alerts.

4.6 To provide any relevant information and or equipment necessary to enable the Contractor/Associate Provider to provide a safe service.

4.7 To review each client's situation regularly with the aim of transitioning to the Principal's staff as soon as practical if possible.

4.8 To review the Contractor's Brokerage Agreement on an annual basis.

4.9 To provide feedback to the Contractor/Associate Provider to enable the Contractor/Associate Provider to improve their Services.

4.10 The Principal agrees to provide each Contractor/Associate provider with an Induction Pack prior to the commencement of any services. The Induction Pack shall include, but is not limited to, relevant information regarding work health and safety requirements, Aged Care Code of Conduct, Incident, feedback and complaint management process, statement of rights, dignity or risk and person centred care resources and any applicable procedures necessary for the Contractor/Associate Provider to perform their duties in accordance with the Principal's standards and obligations of the Aged Care Quality and Safety Commission.

## **5. Responsibilities of the Contractor/Associate Provider**

5.1 To provide documentation and/or a statement explaining how they meet the Strengthened Aged Care Quality Standards.

5.2 To provide documentation and/or a statement explaining how they meet the Statement of Rights.

- 5.3 To maintain and provide a copy of the Certificate of Currency showing their Professional Indemnity insurance with a minimum cover of \$10,000,000 for any one claim and Public Liability insurance with a minimum cover of \$10,000,000 and registration with Workcover Insurance.
- 5.4 To ensure their staff have the skills and training required to perform the Services in Item 3 of the Annexure.
- 5.5 To complete any documentation promptly and accurately as requested by the Principal.
- 5.6 To make good any defects in the Services within a reasonable time as requested by the Principal.
- 5.7 To be committed to constantly improving the quality of the delivery of the Services.
- 5.8 To ensure staff who provide Services under this Agreement have police certificates showing they have no criminal offences and provide a statement on how to ensure they are reviewed every 3 years.
- 5.9 To ensure any worker who has been a citizen or permanent resident of any country other than Australia since the age of 16, signs a statutory declaration stating they have not been convicted of murder or sexual assault or convicted of and sentenced to imprisonment for any other form of assault.
- 5.10 To ensure any worker who has been convicted of murder or sexual assault or convicted of and sentenced to imprisonment for any other form of assault does not provide Services under this Agreement.
- 5.11 If the worker's police certificate records any criminal history, the Contractor/Associate Provider agrees not to allow the worker to provide any Services under this Agreement until the Principal has been given the opportunity to consider whether the worker is a suitable person to provide Services.
- 5.12 If a criminal conviction is recorded against a worker after the provision of a police certificate, the Contractor/Associate Provider agrees not to allow the worker to provide any Services under this Agreement until the Principal has been given the opportunity to consider whether the worker is a suitable person to provide Services.
- 5.13 To ensure their staff are aware of their responsibilities to report any criminal offence that could hinder them working in aged care and also provide a statutory declaration if a staff has been a citizen or permanent resident of another country after turning 16, and/or the staff will

commence in the role while their application for a certificate (or NDIS Worker Screening Clearance) is still pending

5.14 To provide the ongoing supervision, management, monitoring and payment of staff in accordance with the Fair Work Act.

5.15 To provide feedback as requested by the Principal.

5.16 To report any client issues immediately to the Principal e.g. change in the client's condition or suspected abuse or incident that has occurred.

5.17 To immediately inform the Principal if they are unable to provide the Service either for a client or ongoing including if insolvent. Or if the business they operate has been sold or transferred.

5.18 Not to sub-contract out any Services to be provided to the Principal without permission from the Principal.

5.19 To provide continuity of the Contractor/Associate Provider staff to each individual client and to inform the Principal if this is not possible.

5.20 To ensure Contractor/Associate Provider staff are aware of the duties to be provided when they visit the client.

5.21 To ensure Contractor/Associate Provider staff are notified of any changes to the Services to be provided.

5.22 To ensure confidentiality of the client's information.

5.23 To ensure confidentiality of any information as per clause 1.1.5 of this Agreement.

5.24 To not use confidential information for any other reason than to provide the Services.

5.25 To return to the Principal any confidential written information at the end of this Agreement.

5.26 To inform the Principal of any matter the Contractor/Associate Provider becomes aware of during the provision of the Services that could affect the Principal.

5.27 To provide training of Contractor/Associate Provider staff and ensure Contractor/Associate Provider staff have an understanding of WHS& IM, client's rights and

responsibilities, Aged Rights Advocacy Service (ARAS), Participant Directed Care Principles and other relevant training development opportunities.

5.28 To ensure the Services are provided in accordance with recognised WHS & IM legislation and standards.

5.29 To have systems in place to ensure Contractor/Associate Provider staff have a current driver's licence and current vehicle registration with third party insurance coverage.

5.30 To ensure Contractor/Associate Provider staff do not solicit any work outside of the Agreement with the Principal's clients.

5.31 To ensure Contractor/Associate Provider staff do not accept any gifts from the clients.

5.32 To supply the Principal with a current Schedule of Fees detailing the brokerage price list and future updates as per Item 4 of the Annexure, providing 14 days advance notice.

5.33 To provide Services in accordance with all statutes, regulations, statutory bodies or other authorities and the Principal's policies and procedures.

5.34 To provide information on staff police checks as requested for auditing purposes.

5.35 The Contractor/Associate Provider acknowledges and agrees that by signing this Brokerage Agreement, they have received, read, and understood FOCUS Connect Associate Provider Induction and Training Pack. The Contractor/Associate Provider agrees to comply with all obligations, policies, and procedures outlined therein, and to ensure that all personnel delivering services under this agreement do the same.

5.36 The Contractor/Associate Provider acknowledges and agrees that they have read, understood, and will comply with all current policies, procedures, and guidelines as published in the Contractor/Associate Provider Section of FOCUS Connect website. The Contractor/Associate Provider further agrees that it is their responsibility to remain informed of any updates or amendments to the Policies and Procedures, which may be amended from time to time at the sole discretion of FOCUS Connect, and that continued engagement as a Contractor/Associate Provider constitutes acceptance of such amendments

## **6. Participant Directed Care**

The Principal provides care underpinned by the principles of the Participant Directed Care (CDC) model. This means that the client and or their representative have the right to have the



services they want, provided by whom they wish and when they want as agreed in their service plan. Clients and or their representatives may choose to change their services and the times of delivery. Should the client wish to change service from the contract, the brokered worker is to contact the Coordinator.

## **7. Conflict of Interest**

At the time of signing this Agreement the Contractor/Associate Provider to the best of their ability warrant no conflict of interest exists or is likely to arise in relationship to the Contractor/Associate Provider providing Services for the Principal.

## **8. Payment**

8.1. The Principal will pay the Contractor/Associate Provider fees for Services delivered as calculated in accordance with Item 4 of the Annexure.

8.2. The Contractor/Associate Provider will provide a Tax Invoice detailing the breakdown of Services provided including GST on a monthly basis, unless otherwise agreed.

8.3. The Principal will pay the Contractor/Associate Provider within the credit terms of the contractors invoice.

Invoices are to be emailed to [agedcaredept@focusconnect.org.au](mailto:agedcaredept@focusconnect.org.au)

8.4. Unless in writing the Principal will not be responsible to pay any expenses incurred to perform the Services except those specifically payable by the Principal under this Agreement.

8.5. The Contractor/Associate Provider will not be paid for additional service provider or reimbursed for any goods or services bought without written approval of the Principal.

## **9. Indemnity**

9.1. The Contractor/Associate Provider releases and indemnifies and must keep indemnified, the Principal from and against any loss or liability (including legal expenses on a solicitor) arising out of negligence, a wilful or unlawful act, or omission or breach of this Agreement by the Contractor/Associate Provider or their staff.

9.2. The Contractor/Associate Provider also releases and indemnifies and must keep indemnified, the Principal from and against the entitlements and payments payable to any other employee of the Contractor/Associate Provider engaged to provide the Services.

## **10. Termination of Agreement**

10.1. Subject to the terms of this Agreement, this Agreement may be terminated by either party upon giving to the other four weeks' notice in writing the intention to terminate.

10.2. The Principal may terminate this Agreement immediately without notice if any of the following have occurred:

- 10.2.1. the Contractor/Associate Provider has been dishonest;
- 10.2.2. the Contractor/Associate Provider has been engaged in improper conduct;
- 10.2.3. the Contractor/Associate Provider becomes insolvent;
- 10.2.4. the Contractor/Associate Provider has committed a breach of this Agreement;
- 10.2.5. the Contractor/Associate Provider is guilty of gross misconduct and serious neglect of duty.

10.3. Upon termination of this Agreement the Contractor/Associate Provider must perform and provide to the Principal a true and proper reconciliation of the amount of fees due by the Principal to the Contractor.

#### **11. Notice**

Any notice, request or other communication to be given or served under this Agreement must be in writing and delivered by hand, prepaid post, electronic mail to the address of the relevant party.

#### **12. Applicable Laws**

This Agreement is governed by the laws which apply to New South Wales

#### **13. Dispute Resolution**

Any disputes in the first instance will be dealt with between the contracted parties. If this is unsatisfactory it may escalate to the next level of management. Dispute Resolution may also include the involvement of an external mediator. Notwithstanding the existence of a dispute both parties shall continue to perform the Agreement.

#### **14. Acceptance of the Brokerage Agreement**

By signing this Agreement the Principal and the Contractor/Associate Provider agree to abide by the terms and conditions of this Agreement.

Signed for on behalf of **Macarthur Diversity Services Initiative Ltd. (T/A FOCUS Connect)**

Signature \_\_\_\_\_ Position \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

In the presence of:

Signature \_\_\_\_\_ Position \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Signed for on behalf of **[name of the Contractor]**

Signature \_\_\_\_\_ Position \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

In the presence of:

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



## The Annexure

Item 1	<p>The Principal</p> <p><b>Macarthur Diversity Servi</b> <b>FOCUS Connect)</b>                      <b>ces Initiative Ltd. (T/A</b></p> <p>3 Chamberlain Street, Ca ABN: 35 139 742 322                      ipbelltown NSW 2560</p>	
Item 2	<p><b>Name of Contractor</b></p> <p><b>ABN of</b> <b>Contractor/Associate</b> <b>Provider</b></p> <p><b>Address of Contracto</b></p> <p>r</p>	
Item 3	<p>Services to be provided in :lude:</p>	<p>The Contractor/Associate Providerwill receive information for each client to whom they provide Services.</p>
Item 4	<p>Current list of Contractors hourly rates to be provided to the Principal.</p>	<p>The Principal                      and the Contractor/Associate Providers shall agree on the Schedule of Fees annually. Payment to the Contractor/Associate Providerinclude all base payments, on costs, taxes, administrative and other expenses, profit, penalties, loading and allowances.</p>

