

Alliance Agreement

Wellbeing and Health Alliance

Health Reimagined Ltd ABN 69 158 150 513 (**Health Reimagined**)

The party referred to as the Practitioner in the Reference Schedule (**Practitioner**)

Contract Number:

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Date

Parties

Health Reimagined Ltd ABN 69 158 150 513 (**Health Reimagined**)

The party referred to as the Practitioner in the Reference Schedule (**Practitioner**)

Background

The parties wish to enter into an alliance pursuant to which Health Reimagined will provide the Health Reimagined Services and the Practitioner will provide the Practitioner Services on the terms set out in this agreement.

It is agreed

1. Reference Schedule, definitions and interpretation

1.1 Reference Schedule

Where a term used in this agreement appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

Health Reimagined's Address Details	Address:	Suite 8, 104 Grafton Street, Cairns Qld 4870
	Facsimile:	07 3036 6621
	Electronic Mail:	waha@healthreimagined.com.au
	Attention:	Jason Trim, Business and Operations Manager
Practitioner's Address Details	Client:	[insert]
	ABN:	[insert]
	Address:	[insert]
	Facsimile:	[insert]
	Electronic Mail:	[insert]
	Attention:	[insert]
Commencement Date		1 January 2017
Expiry Date		31 December 2017

Health Reimagined Services	<ul style="list-style-type: none"> (a) entering into arrangements with Clients for the provision of Practitioner Services; (b) making bookings with the Practitioner for Practitioner Services as requested by Clients; (c) rendering Tax Invoices to Clients, receiving Practitioner Fees from Clients on behalf of the Practitioner and managing bad debts; (d) using its reasonable endeavours to manage and retain Client accounts; (e) marketing the Wellbeing and Health Alliance program in such manner as Health Reimagined thinks fit to increase the revenue of the program; (f) inviting the Practitioner to networking opportunities and professional education events as organised by Health Reimagined in such frequency as Health Reimagined determines; (g) preparing and providing a bulletin to the Practitioner in such frequency as Health Reimagined determines; (h) any related or incidental work or services as determined by Health Reimagined.
Practitioner Services	Providing services to Patients as requested by Health Reimagined under this agreement on behalf of Clients.
Membership Fee	<p>\$75 per Specified Personnel per annum, charged in the Invoice Period which includes (or if no Tax Invoice is required for that Invoice Period, then the next Invoice Period for which there is a Tax Invoice):</p> <ul style="list-style-type: none"> (a) the Commencement Date; and (b) each anniversary of the Commencement Date.
Service Fee	15% of the total value of the Practitioner Fees, Cancellation Fees and Non-attendance Fees for an Invoice Period.
Invoice Period	14 days
Specified Personnel	Please complete Schedule 1 as an organisation OR Schedule 1A for each Specified Personnel
Insurance Policies	Hold current professional indemnity (\$10 Million) and public liability insurance (\$10 Million) or ability to obtain. (it is recommended public liability insurance is \$20 Million in order to provide services under government funded programs)

1.2 Definitions

In this agreement:

Authorised Officer of a party which is a corporation means:

- (a) an employee of the party whose title contains either of the words Director or Manager;
- (b) a person performing the function of any of them;
- (c) a solicitor acting on behalf of the party; or
- (d) a person appointed by the party to act as an Authorised Officer for the purposes of this agreement and notified to the others.

Business Day means:

- (a) if determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Brisbane.

Cancellation Fees means any fees charged by Health Reimagined to a Client as a result of a booking for Practitioner Services being cancelled by the Client.

Claim includes any action, claim, claim for compensation, claim for abatement of any obligation (monetary or otherwise), claim for any Cost, damage, expense, injury, liability and/or loss, counter-claim, demand, proceeding, remedy, right, right of action, set-off and suit and includes any Damage suffered, incurred and/or sustained in connection with any one or more of any of them.

Client means an aged care facility or other organisation with which Health Reimagined has entered into a services agreement in respect of the provision of medical and allied health care services.

Confidential Information means all information (whether of a business, engineering, financial, industrial, scientific or technical nature or otherwise) and records of a party, in whatever form, but does not include information that:

- (a) is publicly available at the date of this agreement;
- (b) becomes publicly available after the date of this agreement without breach of this agreement;
- (c) is obtained by a party from a third party without breach by that third party of any obligation of confidence concerning that information; or
- (d) was already in a party's possession (as evidenced by written records) when provided by or on behalf of the other party.

Cost includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever including all legal fees on a full indemnity basis.

Damage includes any award, Cost, damage, expense, injunction, injury, judgment and/or order and includes any such damage suffered, incurred and/or sustained in connection with any Claim.

External Administrator means an administrator, controller, trustee, provisional liquidator, liquidator or any other person holding or appointed to an analogous office or acting or purporting to act in an analogous capacity.

Force Majeure Event means any circumstance which:

- (a) is beyond the reasonable control of the party affected by it; and
- (b) causes or results in a default or delay in the performance by that party of any of its obligations under this agreement where the occurrence of the circumstance and the effects of it could not be avoided or remedied by the exercise by that party of a standard of foresight, care and diligence consistent with the operations of a reasonable, prudent and competent person under the circumstances.

GST has the same meaning given to it in the GST Law.

GST Law has the meaning given to it in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Government Body means:

- (a) any person, body or other thing exercising an executive, legislative, judicial or other governmental function of any country or political subdivision of any country;
- (b) any public authority constituted by or under a law of any country or political subdivision of any country; and
- (c) any person deriving a power directly or indirectly from any other Government Body.

Insolvency Event means:

- (a) in relation to any corporation:
 - (1) its Liquidation;
 - (2) an External Administrator is appointed in respect of the corporation or any of its property;
 - (3) the corporation ceases or threatens to cease to carry on its business;
 - (4) the corporation being deemed to be, or stating that it is, unable to pay its debts when they fall due;
 - (5) any other ground for Liquidation or the appointment of an External Administrator occurs in relation to the corporation;
 - (6) the corporation resolves to enter into Liquidation; or
 - (7) an application being made which is not dismissed or withdrawn within ten Business Days for an order, resolution being passed or proposed, a meeting being convened or any other action being taken to cause or consider anything described in sub-paragraphs (1) to (6) (inclusive) above;
- (b) in relation to an individual, that person becoming an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth); and
- (c) in relation to any person, anything analogous to or having a similar effect to anything described above in this definition under the law of any relevant jurisdiction.

Intellectual Property Rights means any and all intellectual and industrial property rights throughout the world including rights in respect of, or in connection with:

- (a) any Confidential Information;
- (b) copyright (including future copyright and rights in the nature of, or analogous to, copyright);
- (c) database rights;
- (d) moral rights;
- (e) inventions (including patents);
- (f) trade marks;

- (g) service marks;
- (h) designs;
- (i) circuit layouts; and
- (j) any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields,

whether or not registered or registrable and includes any:

- (k) right to apply for the registration;
- (l) renewals and extensions; and
- (m) licences,

of the rights listed above.

Liquidation means:

- (a) a winding up or liquidation (whether voluntary or involuntary), provisional liquidation, dissolution, bankruptcy or other analogous proceeding; or
- (b) an arrangement, assignment, composition or moratorium with or for the benefit of creditors or any class or group of creditors (including, without limitation, an administration or arrangement under part 5.3A of the *Corporations Act 2001* (Cth)).

Law means any statute, rule, regulation, proclamation, order in council, ordinance, local law or by-law, whether:

- (a) present or future; or
- (b) state, federal or otherwise.

Licences means any statutory licences, registrations, permits, permissions, consents, approvals, certificates, permits and administrative decisions or other similar document howsoever called that are required to provide the Practitioner Services.

Non-attendance Fees means any fees charged by Health Reimagined to a Client as a result of the Practitioner Services being unable to be provided because the Patient does not attend.

Patient means any person who receives Practitioner Services under this agreement.

Patient Confidential Information means any Confidential Information belonging to a Patient.

Patient Records means the records of Patients.

Personal Information has the meaning given in the Privacy Law, and includes credit information or credit eligibility information.

Personnel means any employee, officer, subcontractor or agent.

Police Check means a formal inquiry made to the relevant police authority in each State or Territory designed to obtain details of an individual's criminal convictions or findings of guilt in each State or Territory and in all non-Australian jurisdictions in which the relevant person is known to have resided.

Practitioner Fees means the fees payable by a Client in respect of Practitioner Services as notified to Health Reimagined by the Practitioner from time to time in accordance with clause 3.2, less any portion of the Practitioner Fees for which the Practitioner received a Medicare rebate.

Privacy Law means the *Privacy Act 1988* (Cth), and any health records legislation of an Australian State or Territory.

Reference Schedule means the schedule in clause 1.1.

Tax Invoice means a document that complies with the requirements of the GST Law for a tax invoice.

Vulnerable Person means:

- (a) an individual aged under 18 years; or
- (b) an individual aged 18 years or above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation by any reason, including age, illness, trauma or disability, pregnancy, the influence, or part or existing use, of alcohol, drugs or substance use or any other reason.

1.3 Interpretation

- (a) Unless the contrary intention appears, a reference in this agreement to:
 - (1) this agreement or another document includes any variation or replacement of it despite any change in the identity of the parties;
 - (2) one gender includes the others;
 - (3) the singular includes the plural and the plural includes the singular;
 - (4) a person, partnership, corporation, trust, association, joint venture, unincorporated body, Government Body or other entity includes any other of them;
 - (5) an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, this agreement and a reference to this agreement includes any schedule or attachment;
 - (6) a party includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
 - (7) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
 - (8) money is to Australian dollars, unless otherwise stated; and
 - (9) a time is a reference to Brisbane time unless otherwise specified.
- (b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

- (d) Headings and any table of contents or index are for convenience only and do not affect the interpretation of this agreement.
- (e) A provision of this agreement must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of this agreement or the inclusion of the provision in this agreement.

1.4 Business Days

- (a) If anything under this agreement must be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (b) If an act is required to be done on a particular day, it must be done before 5.00pm on that day or it will be considered to have been done on the following day.

1.5 Parties

- (a) If a party consists of more than one person, this agreement binds each of them separately and any two or more of them jointly.
- (b) An agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them separately.
- (c) An agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and each of them separately.

2. Alliance

With effect from the Commencement Date until the Expiry Date or the agreement is terminated in accordance with clause 11 (**Term**):

- (a) Health Reimagined will provide the Health Reimagined Services; and
 - (b) the Practitioner will provide the Practitioner Services,
- on the terms set out in this agreement.

3. Practitioner Services

3.1 Performance of services

- (a) The Practitioner will complete the Practitioner Services as notified by Health Reimagined as a result of a request from a Client.
- (b) Except as otherwise specifically agreed in writing by Health Reimagined, the Practitioner Services to be performed by Specified Personnel must be performed exclusively by those Specified Personnel.
- (c) The Practitioner will notify Health Reimagined immediately if a Specified Personnel becomes unavailable to provide Practitioner Services.
- (d) The Practitioner will perform the Practitioner Services in accordance with any reasonable directions given by Health Reimagined from time to time.
- (e) The Practitioner will meet with Health Reimagined as reasonably requested by Health Reimagined.
- (f) The Practitioner acknowledges and agrees that:

- (1) no terms and conditions other than those contained in this agreement will apply and any general terms and conditions of the Practitioner (whether written or verbal) or any terms and conditions contained in a Practitioner Tax Invoice are expressly excluded;
- (2) Health Reimagined will not be liable for any costs incurred by the Practitioner in providing the Practitioner Services or in the anticipation of receiving a request for Practitioner Services; and
- (3) this agreement does not confer any exclusive rights to the Practitioner for the provision of the Practitioner Services.

3.2 Notification of services

- (a) The Practitioner will notify Health Reimagined from time to time of the Practitioner Services it provides and the applicable Practitioner Fees, as detailed in Schedule 2
- (b) The Practitioner will give Health Reimagined 20 Business Days written notice prior to:
 - (1) discontinuing a Practitioner Service; or
 - (2) increasing the Practitioner Fees.

3.3 Probity checks

- (a) If reasonably required by Health Reimagined, the Practitioner must provide to Health Reimagined all information, assistance and consents required in order for Health Reimagined to undertake:
 - (1) a verification of identity, being a driver's licence, birth certificate or passport;
 - (2) a Police Check; and
 - (3) any other check or investigation required by Law or government policy in respect of Vulnerable Persons,

(Probity Checks) in respect of each of the Personnel of the Practitioner proposed to perform any aspect of the Practitioner Services, and the Practitioner authorises Health Reimagined to undertake such Probity Checks.
- (b) Unless Health Reimagined notifies the Practitioner in writing otherwise, upon the Practitioner receiving a request for Probity Checks, a Personnel the subject of the Probity Checks must not perform any aspect of the Practitioner Services until Health Reimagined:
 - (1) determines, acting reasonably, that the Personnel is of suitable character to perform the Practitioner Services; and
 - (2) Health Reimagined has notified the Practitioner in writing that the Personnel may perform the Practitioner Services.
- (c) The Practitioner is responsible for all costs associated with Health Reimagined obtaining Probity Checks.

3.4 Licences and Insurance Policies

- (a) The Practitioner will hold all Insurance Policies during the Term.
- (b) The Practitioner and each of its Personnel will hold all Licences during the Term.

- (c) The Practitioner must ensure that the requirements of Licences and Insurance Policies are complied with and that there are no breaches of them.
- (d) The Practitioner must provide copies of:
 - (1) all Licences; and
 - (2) the policy and certificate of currency for all Insurance Policies,
to Health Reimagined:
 - (3) at the Commencement Date;
 - (4) on the renewal of any Licence or Insurance Policy, as the case may be; and
 - (5) at Health Reimagined's request.
- (e) The Practitioner must notify Health Reimagined immediately if any Licence or Insurance Policy is cancelled or varied.

3.5 Liability for services

- (a) The Practitioner acknowledges that:
 - (1) the Practitioner Services are provided by the Practitioner to the Client (and not to Health Reimagined);
 - (2) Health Reimagined assumes no liability for the provision of Practitioner Services; and
 - (3) all risks and liabilities in relation to the provision of Practitioner Services are to remain with the Practitioner.
- (b) The Practitioner releases Health Reimagined from any Claims made by any Client or third party arising directly or indirectly from the provision of Practitioner Services by the Practitioner.
- (c) The Practitioner is responsible for, and must indemnify Health Reimagined and keep Health Reimagined indemnified against, any loss (including consequential loss), expense (including legal costs calculated as between solicitor and own client), taxes, penalties, fines, premiums, compensation or damages (including for negligence) suffered or incurred by, or imposed or sought to be imposed on, Health Reimagined arising directly or indirectly as a result of the Practitioner providing a Practitioner Service to a Client, regardless of whether or not a legally enforceable claim is threatened or made.

3.6 Patient Records

- (a) Title to all Patient Records created as part of the Practitioner Services will vest on creation and remain with the Practitioner.
- (b) The Practitioner must provide access to the Patient Records upon two Business Days' notice from Health Reimagined.
- (c) The parties will comply with all relevant laws and policies regarding the protection and confidentiality of Patient Confidential Information.

3.7 Workplace Health and Safety

If Practitioner Services are performed at the Practitioner's premises, or on sites controlled or managed by the Practitioner, the Practitioner must ensure that it complies with all applicable Workplace Health and Safety laws and standards necessary to ensure a safe work environment for:

- (a) Personnel of the Client;
- (b) Personnel of Health Reimagined; and
- (c) Patients.

4. Good faith obligations

Each party agrees:

- (a) to provide information which the other party reasonably requires to perform its obligations under this agreement;
- (b) to provide, both during the term of this agreement and after its termination, information and assistance which the other party reasonably requires to:
 - (1) deal with any issues, enquiries and complaints arising pursuant to, or as a consequence of, this agreement or the provision of the Health Reimagined Services or the Practitioner Services; or
 - (2) comply with the Law;
- (c) to carry out the Practitioner Services or the Health Reimagined Services (as the case may be):
 - (1) with due care and skill and to the best of the knowledge and expertise of that party;
 - (2) in a professional manner and in accordance with any applicable ethical codes or standards;
 - (3) in accordance with relevant Australian Laws, government policy, industry standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines; and
 - (4) otherwise in accordance with the provisions of this agreement; and
- (d) not to wilfully act in a manner which would foreseeably damage the good name and reputation of the other. This undertaking does not extend to actions of a party consequent upon a material breach of this agreement by the other party, so long as the actions of the party not in breach are for reasons other than an intention to damage the good name and reputation of the other party.

5. Payments

5.1 Payments

In accordance with clause 5.2, Health Reimagined will pay to the Practitioner the:

- (a) Practitioner Fees (provided that an authorisation number has been issued by Health Reimagined in respect of the Practitioner Services);

- (b) Cancellation Fees; and
 - (c) Non-attendance Fees,
- (collectively, **Fees**) for an Invoice Period, less:
- (d) the Service Fee.

5.2 Invoice

- (a) The Practitioner must provide Health Reimagined with a Tax Invoice as soon as practicable after the end of an Invoice Period in which the Fees arose under the agreement, specifying:
 - (1) a breakdown of the Fees charged, including a breakdown of the Practitioner Services provided and the associated authorisation numbers;
 - (2) the amount of the Service Fee,
 - (3) the Invoice Period to which the invoice relates;
 - (4) the Practitioner's Australian Business Number;
 - (5) the amount owing to the Practitioner.
- (b) Subject to clauses 5.3 and 5.4, Health Reimagined will pay any Tax Invoice provided in accordance with clause 5.2 within the Payment Period after Health Reimagined received the Tax Invoice.

5.3 Disputed amounts

If Health Reimagined disputes any part of a Tax Invoice, it must pay:

- (a) the undisputed amount within the Payment Period after it receives the Tax Invoice; and
- (b) any disputed amount within 5 Business Days after the resolution of the dispute.

5.4 Bad debt

Health Reimagined's obligation to pay Fees to the Practitioner only arises after the Fees are paid by the relevant Client to Health Reimagined. Health Reimagined will pay the Fees to the Practitioner within the Payment Period after the Fees are paid to Health Reimagined by the Client.

5.5 Set off

Without prejudice to any other rights that Health Reimagined may have at law, Health Reimagined may set off any amount owed by the Practitioner to Health Reimagined arising under this agreement (including costs, charges, damages and expenses) against any amount owed by Health Reimagined to the Practitioner under this agreement.

6. Warranties

6.1 Warranties

Each party represents and warrants to each other party that:

- (a) it has all authorisations and has taken all steps necessary to enter into and perform this agreement and to permit it to be enforced;
- (b) the execution and performance of this agreement and the documents and transactions contemplated in them do not contravene:
 - (1) its constitutional documents;
 - (2) any law to which it is subject;
 - (3) any order or official directive (whether or not having the force of law) of any government agency; or
 - (4) any limitation on its power or those of its directors (where the party is incorporated); and
- (b) it will comply with all Laws in performing this agreement and the acts contemplated by this agreement.

6.2 Practitioner's warranties

The Practitioner represents and warrants to Health Reimagined that:

- (a) it has all rights, title, Licences, registrations, Insurance Policies, interests and property necessary to lawfully perform the Practitioner Services and grant the rights to Health Reimagined specified in this agreement;
- (b) it and its Personnel (including its Specified Personnel) have the necessary experience, skill, knowledge and competence to perform the Practitioner Services;
- (c) all information and reports given to Health Reimagined under this agreement will be correct, complete and not misleading;
- (d) if the Practitioner is a trustee, it enters this agreement personally and in its capacity as trustee;
- (e) neither it nor any of its Personnel (including Specified Personnel) has any actual or perceived conflict of interest or anticipates such a conflict, relevant to the performance of the Practitioner Services;
- (f) it will promptly notify and fully disclose to Health Reimagined any actual or threatened event or occurrence arising during the Term which could have an adverse effect on the Practitioner's ability to perform any of its obligations under this agreement;
- (g) it will promptly notify Health Reimagined and fully disclose all material information if it suffers an Insolvency Event;
- (h) no litigation, arbitration, mediation, conciliation or proceedings including any investigations are taking place, pending, or to the knowledge of any of its officers after due inquiry, are threatened, which, if adversely decided, could have an adverse effect on its ability to perform its obligations under this agreement;
- (i) it will immediately notify Health Reimagined in writing if any of its Personnel relevant to the performance of the Practitioner Services has had a Licence revoked, have had any conditions imposed on a Licence; are under investigation by the relevant regulatory body associated with a Licence; or are unable to meet professional development requirements/supervision requirements required by a regulation body or relevant professional body; and

- (j) the Personnel engaged by the Practitioner in the performance of the Practitioner Services are or will be, while they perform those Practitioner Services, employed or contracted by it and that such persons shall be suitably qualified for the performance of the duties allocated to them in connection with this agreement.

6.3 Reliance on warranties

Each party acknowledges that the other party is entering into this agreement in reliance on the warranties contained in this clause 6.

7. Privacy laws

7.1 Compliance with Privacy Laws

Each party agrees to comply with all Privacy Laws in relation to any and all Personal Information that it collects from, or discloses to, the other party in connection with this agreement.

7.2 Provision of Personal Information

The Practitioner warrants to Health Reimagined that any Personal Information provided or disclosed by the Practitioner (or its Personnel) to Health Reimagined:

- (a) has been collected by the Practitioner in accordance with all Privacy Laws; and
- (b) can be used for the purposes contemplated by this agreement.

8. Confidentiality

8.1 Confidentiality obligations

Neither party may, at any time, whether during or after termination of this agreement, use or disclose any of the other party's Confidential Information except:

- (a) with the other party's (**Non-disclosing Party**) prior written permission;
- (b) where it is strictly necessary so that that party (**Disclosing Party**) can fulfil its obligations under this agreement; or
- (c) for the purpose of disclosure only, where the Disclosing Party is legally obliged to do so by a Court or statutory authority.

provided that when the Non-Disclosing Party's Confidential Information is disclosed as permitted, the Disclosing Party must ensure that the person to whom the information is disclosed is made aware of its confidential nature and use its best endeavours to ensure that the person does not use or disclose that information otherwise than for the benefit of the Non-Disclosing Party.

8.2 Obligations on termination

On the termination of this agreement each party must deliver, or cause to be delivered, to the other party the other party's Confidential Information or record of Confidential Information in the that party's possession, power or control.

8.3 Continuing obligation

This clause continues to apply after this agreement comes to an end.

9. GST

9.1 GST exclusive amounts

Unless expressly stated to the contrary all amounts expressed in this agreement are exclusive of GST.

9.2 GST amounts

- (a) If a party (**Supplier**) is obliged under the GST Law to pay an amount of GST for a Taxable Supply made by the Supplier to another party (**Recipient**) under this agreement, the Recipient must pay the Supplier an amount equal to the GST payable on the supply by the Supplier.
- (b) The Recipient must pay the amount referred to in clause 9.2 and any interest, penalties, fines or expenses relating to the GST, in addition to and at the same time as the consideration otherwise payable by the Recipient for the supply.

9.3 Tax Invoice

If requested by the Recipient, the Supplier must provide the Recipient with a Tax Invoice on or before payment of the amounts required by this clause 7.

9.4 Adjustment event

If an adjustment event arises for a Taxable Supply under clause 9.2, the amounts required to be paid must be recalculated (**Recalculated Amount**) and the Recipient must pay the Supplier the Recalculated Amount.

9.5 Reimbursements

Where a party is required to pay for or reimburse an expense or outgoing of another party, the amount required to be paid or reimbursed is the amount of the expense or outgoing less any input tax credits to which the other party, or the representative member of a GST group to which it belongs, is entitled.

10. Force Majeure

Neither party will be liable for any delay or failure to perform its obligations under this document as a result of a Force Majeure Event. The party affected by a Force Majeure Event must notify the other party as soon as practicable of any anticipated delay or impact on the delivery of the Health Reimagined Services or the Practitioner Services (as the case may be). The performance of the affected party's obligations under this agreement will be suspended for the period of the delay, and any deadlines will be extended accordingly.

11. Termination

11.1 Termination with notice

Health Reimagined may terminate this agreement for any reason at any time by giving the Practitioner 30 days' written notice.

11.2 Termination for breach

- (a) Health Reimagined may immediately terminate this agreement by providing written notice to the Practitioner if:

- (1) the Practitioner fails to pay any amount owing to Health Reimagined under this agreement;
 - (2) the Practitioner breaches this agreement and fails to remedy that breach within 14 days of receiving written notice from Health Reimagined to do so; or
 - (3) the Practitioner suffers an Insolvency Event.
- (b) The Practitioner may immediately terminate this agreement by providing written notice to Health Reimagined if Health Reimagined breaches this agreement and fails to remedy that breach within 14 days of receiving written notice from the Practitioner to do so.

12. Dispute resolution

12.1 Dispute

- (a) If a dispute arises between the parties in relation to the interpretation of this agreement or the rights of any party under this agreement (**Dispute**), a party must not commence court or arbitration proceedings relating to the Dispute unless that party has participated in the dispute resolution procedures set out in this clause 12.
- (b) Nothing in this clause 12 will prevent a party instituting proceedings for the purposes of seeking urgent injunctive or similar interim relief from a court.

12.2 Dispute Notice

A party claiming that a Dispute has arisen must give a written notice specifying the nature of the Dispute (**Dispute Notice**) to each other party.

12.3 Negotiation

As soon as practicable after the giving of a Dispute Notice, the parties must attempt to resolve the Dispute by negotiation.

12.4 Mediation procedure

- (a) If the parties are unable to reach a resolution of the Dispute within ten Business Days of the giving of a Dispute Notice, any party may, by notice in writing (**Mediation Notice**), inform each other party that it seeks to have the Dispute resolved by mediation.
- (b) On the giving of a Mediation Notice, the parties may refer the Dispute to a mediator agreed by them. If no agreement is reached on an appropriate mediator within ten Business Days of the giving of a Mediation Notice, any party may ask the President of the Queensland Law Society Inc to appoint a mediator in relation to the Dispute.
- (c) A mediator appointed in relation to a Dispute:
 - (1) has the right to determine:
 - (A) the time, place and procedures for the mediation; and
 - (B) whether to allow the appearance of lawyers on behalf of the parties; and
 - (2) may engage other expert assistance to assist in the mediation.

- (d) Each party must attend the mediation and make a determined and genuine effort to resolve the Dispute.
- (e) Proceedings of the mediator will be as informal as is consistent with the proper conduct of the matter and will allow the mediator to communicate privately with the parties or with their lawyers.
- (f) The parties agree that:
 - (1) everything that occurs before the mediator will be in confidence;
 - (2) no documents brought into existence specifically for the purpose for the mediation process will be called into evidence in any subsequent litigation by any party;
 - (3) it will be the role of the mediator to act fairly, in good faith and without bias with the purpose of seeking a resolution of the Dispute and to treat all matters in confidence;
 - (4) the parties to the mediation will bear the mediation costs on an equal basis and grant immunity from liability to the mediator;
 - (5) no party will have any cause of action against the mediator or arising out of the conduct of the mediation; and
 - (6) the mediator will not have any power to make any decision, determination or recommendation binding on the parties to resolve the Dispute.

12.5 Continuing obligations

Notwithstanding the existence of a Dispute, each party must continue to perform its obligations under this agreement.

13. Notices

13.1 Form

Any notice or other communication to or by any party must be:

- (a) in writing and in the English language;
- (b) addressed to the address of the recipient in clause 13.4 or to any other address as the recipient may have notified the sender; and
- (c) be signed by the party or by an Authorised Officer of the sender.

13.2 Manner

In addition to any other method of service authorised by law, the notice may be:

- (a) personally served on a party;
- (b) left at the party's current address for service;
- (c) sent to the party's current address for service by prepaid ordinary mail or if the address is outside Australia by prepaid airmail;
- (d) sent by facsimile to the party's current numbers for service; or

- (e) sent by electronic mail to the party's electronic mail address.

13.3 Time

If a notice is sent or delivered in the manner provided in clause 13.2 it must be treated as given to or received by the addressee in the case of:

- (a) delivery in person, when delivered;
- (b) delivery by post:
 - (1) in Australia to an Australian address, the fourth Business Day after posting; or
 - (2) in any other case, on the tenth Business Day after posting;
- (c) facsimile, when a transmission report has been printed by the sender's facsimile machine stating that the document has been sent to the recipient's facsimile number; or
- (d) electronic mail, when the sender's computer reports that the message has been delivered to the electronic mail address of the addressee,

but if delivery is made after 5.00pm on a Business Day it must be treated as received on the next Business Day in that place.

13.4 Initial details

The addresses and numbers for service are initially set out in the Reference Schedule.

13.5 Changes

A party may from time to time change its address or numbers for service by notice to each other party.

14. Governing law and jurisdiction

14.1 Governing law

This agreement is governed by and construed in accordance with the laws of Queensland.

14.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within paragraph 14.2(a).

15. Miscellaneous

15.1 Relationship

The parties' relationship is that of principal and independent contractor and is not that of employer and employee, principal and agent, or partners.

15.2 Exercise rights

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

15.3 Merger

If the liability of a party to pay money under this agreement becomes merged in any deed, judgment, order or other thing, the party liable must pay interest on the amount owing from time to time under that deed, judgment, order or other thing at the higher of the rate payable under this agreement and that fixed by or payable under that deed, judgment, order or other thing.

15.4 Moratorium legislation

Any law which varies prevents or prejudicially affects the exercise by a party of any right, power or remedy conferred on it under this agreement is excluded to the extent permitted by law.

15.5 No assignment

- (a) The Practitioner may subcontract part or all of its obligations under this agreement to a subcontractor provided that:
- (1) Health Reimagined provides its prior written consent which may be withheld in its sole discretion; and
 - (2) such subcontractor, the Practitioner and Health Reimagined execute a Deed of Accession.
- (b) Subject to subparagraph (a), a party must not assign, transfer, subcontract or novate all or any part of its rights or obligations under or relating to this agreement or grant, declare, create or dispose of any right or interest in it, without the prior written consent of the other party.

15.6 Remedies cumulative

The rights and remedies under this agreement are cumulative and not exclusive of any rights or remedies provided by law.

15.7 Severability

If a provision of this agreement is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

15.8 Further assurance

Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary or desirable to give full effect to this agreement and the transactions contemplated by it.

15.9 Costs

Each party is responsible for all its own costs incurred in the negotiation and performance of this agreement including legal costs.

15.10 Time

- (a) Time is of the essence of this agreement.
- (b) If the parties agree to vary a time requirement, the time requirement so varied is of the essence of this agreement.
- (c) An agreement to vary a time requirement must be in writing.

15.11 Variation

An amendment or variation to this agreement is not effective unless it is in writing and signed by the parties.

15.12 Waiver

- (a) A party's waiver of a right under or relating to this agreement, whether prospectively or retrospectively, is not effective unless it is in writing and signed by that party.
- (b) No other act, omission or delay by a party will constitute a waiver of a right.

15.13 Counterparts

This agreement may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A party who has executed a counterpart of this agreement may deliver it to, or exchange it with, another party by:

- (a) faxing; or
 - (b) emailing a pdf (portable document format) copy of,
- the executed counterpart to that other party.

15.14 Whole agreement

This agreement:

- (a) is the entire agreement and understanding between the parties relating to the subject matter of this agreement; and
- (b) supersedes any prior agreement, representation (written or oral) or understanding on anything connected with that subject matter.

Alliance Agreement



Executed as an Agreement

Signed on behalf of Health Reimagined (ABN 69 158 150 513)	
Name and title of authorised signatory	Ingrid Steed Chief Executive Officer
Signature of authorised signatory	
Name and title of authorised signatory	
Date of signing	

Signed on behalf of Practitioner	
Name and title of authorised signatory	
Signature of Witness	
Name and title of Witness	
Date of signing	

Schedule 1 WAHA Application Checklist – Organisation

Business Name	
Discipline	
Contact Details	Address: Landline Phone: Mobile Phone: Fax Number: Email Address:
Certificate of Currency	Hold current professional indemnity (\$10 Million) and public liability insurance (\$10 Million) or ability to obtain (it is recommended public liability insurance is \$20 Million in order to provide services under government funded programs) <input type="checkbox"/> Yes <input type="checkbox"/> No
ABN	

Full Name	Please confirm you have certified evidence of the following:	Comments
	<input type="checkbox"/> Professional Qualification <i>e.g. Tertiary Qualification</i> <input type="checkbox"/> Clinical Experience <i>e.g. current curriculum vitae</i> <input type="checkbox"/> Current and ongoing professional registration <i>If appropriate</i> <input type="checkbox"/> Police Check	
	<input type="checkbox"/> Professional Qualification <i>e.g. Tertiary Qualification</i> <input type="checkbox"/> Clinical Experience <i>e.g. current curriculum vitae</i> <input type="checkbox"/> Current and ongoing professional registration <i>If appropriate</i> <input type="checkbox"/> Police Check	
	<input type="checkbox"/> Professional Qualification <i>e.g. Tertiary Qualification</i> <input type="checkbox"/> Clinical Experience <i>e.g. current curriculum vitae</i> <input type="checkbox"/> Current and ongoing professional registration <i>If appropriate</i> <input type="checkbox"/> Police Check	
	<input type="checkbox"/> Professional Qualification <i>e.g. Tertiary Qualification</i> <input type="checkbox"/> Clinical Experience <i>e.g. current curriculum vitae</i> <input type="checkbox"/> Current and ongoing professional registration <i>If appropriate</i> <input type="checkbox"/> Police Check	
	<input type="checkbox"/> Professional Qualification <i>e.g. Tertiary Qualification</i> <input type="checkbox"/> Clinical Experience <i>e.g. current curriculum vitae</i> <input type="checkbox"/> Current and ongoing professional registration <i>If appropriate</i> <input type="checkbox"/> Police Check	

Authorised Sign off	I <input style="width: 150px;" type="text"/> (name of authorized representative) hereby declare that all of the information provided in this checklist is true and correct and that I have provided certified evidence of the credentials of the abovenamed to Health Reimagined. Signature: _____ Title: _____ Date: _____
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Schedule 1 A WAHA Application Checklist – Individual

Name	
Discipline	
Contact Details	Address: Landline Phone: Mobile Phone: Fax Number: Email Address:
ABN	

Please confirm you have certified evidence of the following:	
Professional Qualification <i>e.g. Tertiary Qualification</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No Comments:
Clinical Experience <i>e.g. current curriculum vitae</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No Comments:
Current and ongoing professional registration If appropriate	<input type="checkbox"/> Yes <input type="checkbox"/> No Comments:
Police Check	<input type="checkbox"/> Yes <input type="checkbox"/> No Comments:
Hold current professional indemnity and public liability insurances <i>e.g. Certificate of Currency</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Hold current professional indemnity (\$10 Million) and public liability insurance (\$10 Million) or ability to obtain (it is recommended public liability insurance is \$20 Million in order to provide services under government funded programs)</i> Comments:

Authorised Sign off	I (name of authorized representative) hereby declare that all of the information provided in this checklist is true and correct and that I have provided certified evidence of the credentials of the abovenamed to Health Reimagined. Signature: _____ Title: _____ Date: _____
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Schedule 2 Practitioner Fees

Please provide details about the service/s you provide and your schedule of fees, including non-attendance and cancellation fees. This information will be made available to Clients of Health Reimagined.

Company Name:	
Company Description:	
Locations where services are delivered:	
Service/s Provided:	

Applicable Fees

Description	Per Hour (excl. GST)

Non-Attendance and Cancellations

Please provide your fees for non-attendance and cancellations (e.g. cancellation within 24 hours notice of appointment time).

Description	Per Hour (excl. GST)
Cancellation within 24 hours of appointment time	
Non-Attendance Fee (no notice given)	

Authorised Sign off	<p>I <input style="width: 200px;" type="text"/> (name of authorised representative) hereby declare that all of the information provided above is true and correct.</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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