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ADELAIDE PHN

WORKING WITH VULNERABLE PERSONS FOR CONTRACTORS POLICY

This policy applies to Contractors of Adelaide PHN under the Contractor Agreement between Adelaide PHN and the Contractor.

This policy should be read in conjunction with the relevant Contractor Agreement. The main Contractor Agreement takes precedence over this policy if there is any conflict or inconsistency between them.

- 1) For the purposes of this policy:
 - a) 'Child' means an individual under the age of 18 years;
 - b) 'Criminal or Court Record' means any record of any Other Offence;
 - c) 'Other Offence' means, in relation to any Relevant Person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:
 - i) an apprehended violence or protection order made against the Relevant Person;
 - ii) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or any other prohibited substance;
 - iii) violence against a person or the injury, but excluding the death, of a person; or
 - iv) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs i) to iii) above;
 - d) 'Police Check' means a formal inquiry made to the relevant police authority in each Australian State or Territory in which the Contractor knows the Relevant Person has resided that is designed to obtain details of the Relevant Person's criminal conviction or a finding of guilt in all those places;
 - e) 'Relevant Person' means a natural person who is an actual or potential officer, employee, volunteer, agent or contractor of the Contractor;
 - f) 'Serious Offence' means:
 - i) a crime or offence involving the death of a person;
 - ii) a sex-related offence or a crime, including sexual assault (whether against an adult or Child); Child pornography, or an indecent act involving a Child;
 - iii) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or
 - iv) an attempt to commit a crime or offence described in i) to iii) above;
 - g) 'Serious Record' means a conviction or any finding of guilt regarding a Serious Offence; and
 - h) 'Vulnerable Person' means:
 - i) a Child; or

- ii) 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 for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.
- 2) This policy applies to any obligation (or part of an obligation) of the Contractor under the Contractor Agreement (including but not limited to the obligation to provide the Services as defined in the Contractor Agreement) that involves working, or contact, with Vulnerable Persons.
- 3) The Contractor must:
 - a) before engaging, deploying or redeploying a Relevant Person in relation to any part of an activity that involves working or contact with a Vulnerable Person; and
 - b) thereafter every three years that the Relevant Person is deployed or redeployed in relation to any part of an activity that involves working or contact with a Vulnerable Person, do the following:
 - c) obtain a Police Check for the Relevant Person;
 - d) confirm that no applicable Commonwealth, State or Territory Law prohibits the Relevant Person from being engaged in a capacity where they may have contact with Vulnerable Persons; and
 - e) comply with all other applicable Laws of the place in which that part of the activity is being conducted in relation to engaging or deploying the Relevant Person in a capacity where he or she may have contact with Vulnerable Persons.
- 4) If a Police Check indicates that a Relevant Person has a Serious Record, the Contractor may not deploy or redeploy that Relevant Person in relation to any part of an activity that involves working or contact with a Vulnerable Person.
- 5) The Contractor must:
 - a) if a Police Check indicates that a Relevant Person has a Criminal or Court Record, not engage, deploy or redeploy that Relevant Person in respect of any part of an activity that involves working with Vulnerable Persons unless the Contractor has conducted and documented a risk assessment for that Relevant Person in accordance with clauses 7 to 9 of this policy;
 - b) within 24 hours of becoming aware of any Relevant Person being charged or convicted of any Other Offence, or charged with any Serious Offence, comply with paragraph 3e of this policy and conduct and document a risk assessment in accordance with clauses 7 to 9 of this policy to determine whether to allow that Relevant Person to continue performing any part of an activity that involves working with Vulnerable Persons;
 - c) on becoming aware of a Relevant Person being convicted of a Serious Offence, comply with paragraph 3e of this policy and immediately cease to deploy the Relevant Person in relation to any part of an activity that involves working or contact with a Vulnerable Person; and
 - d) to document the actions the Contractor will take as a result of conducting a risk assessment.
- 6) the Contractor must promptly notify Adelaide PHN if the Contractor becomes aware of an occurrence specified in clause 5 of this policy or the Contractor conducts a risk assessment in accordance with clauses 7 to 9 of this policy, except to the extent otherwise agreed in writing by Adelaide PHN.
- 7) the Contractor is wholly responsible for conducting any risk assessment, assessing its outcome and deciding to engage, deploy or redeploy a Relevant Person who has:
 - a) a Criminal or Court Record;
 - b) been charged or convicted of any Other Offence;
 - c) been charged with an Serious Offence,to work on any part of an activity that involves working or contact with Vulnerable Persons.
- 8) In undertaking the risk assessment under clause 7 of this policy in respect of a Relevant Person, the Contractor must take into account the following factors:

- a) whether the Relevant Person's Criminal or Court Record (or the offence that the Relevant Person has been charged with, or convicted of, as specified in paragraph 5b of this policy) is directly relevant to the role that he or she will or is likely to perform in relation to the Contractor Agreement;
 - b) the length of time that has passed since the Relevant Person's charge or conviction and his or her record since that time;
 - c) the nature of the offence pertaining to the Relevant Person's charge or conviction and the circumstances in which it occurred;
 - d) whether the Relevant Person's charge or conviction involved Vulnerable Persons;
 - e) the nature of the activity for which the Relevant Person is employed or engaged and the circumstances in which the Relevant Person will or is likely to have contact with Vulnerable Persons;
 - f) the particular role the Relevant Person is proposed to undertake or is currently undertaking in relation to the Contractor Agreement and whether the fact the Relevant Person has a Criminal or Court Record (or has been charged or convicted as specified in paragraph 5b of this policy) is reasonably likely to impair his or her ability to perform or continue to perform the inherent requirements of that role; and
 - g) the Relevant Person's suitability based on their merit, experience and references to perform the role they are proposed to undertake, or are currently undertaking, in relation to the Contractor Agreement.
- 9) After taking into account the factors set out in clause 8 of this policy in respect of a Relevant Person, the Contractor must determine whether it is reasonably necessary to:
- a) not engage, deploy or redeploy the Relevant Person in relation to an activity or any part of an activity that relates to obligations of the Contractor under the Contractor Agreement;
 - b) remove the Relevant Person from working in any position or acting in any capacity in relation to any part of an activity that involves working or having contact with Vulnerable Persons;
 - c) make particular arrangements or impose conditions in relation to the Relevant Person's role in relation the Contractor Agreement and, where relevant, his or her contact with Vulnerable Persons; and/or
 - d) take steps to protect the physical, psychological or emotional wellbeing of the Vulnerable Persons to whom the Contractor Agreement relates.
- 10) As and when required by Adelaide PHN, the Contractor must promptly provide evidence, in a form Adelaide PHN requires, that the Contractor has complied with the requirements of this policy.
- 11) If the Contractor Agreement allows the Contractor to subcontract any part of its obligations under the Contractor Agreement then the Contractor must reflect the Contractor's obligations under this policy in all of those subcontracts (and any sub-subcontracts of those subcontracts if applicable) that the Contractor enters into.