



***Memorandum of Understanding***  
*Between the*  
*Aged Care Quality and Safety Commission*  
*and the*  
*Older Persons Advocacy Network*  
December 2025



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## Aged Care Quality and Safety Commission

And

## Older Persons Advocacy Network

### DEFINITIONS

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**Appointed Commissioners** means the Aged Care Quality and Safety Commissioner and the Complaints Commissioner.

**Commissioner** means the Aged Care Quality and Safety Commissioner

**Creating Party** means the Party who created a product, resource or document.

**Department** means the Department of Health, Disability and Ageing

**Funded aged care services** has the meaning in section 9(1) of the *Aged Care Act 2024* (Aged Care Act), being a service delivered to an individual for which funding is paid under the Act.

**Independent aged care advocate** is defined in the Aged Care Act and means a person who:

- a. is independent of the System Governor, the Commission and any registered providers; and
- b. is employed or otherwise engaged by a person or body that receives financial assistance under section 265 [the System Governor's power to make grants of financial assistance] for the purpose mentioned in paragraph 265(2)(e) [to provide information and advocacy services]; and
- c. provides either or both of the following to individuals accessing, or seeking to access, funded aged care services:
  - i. free, independent and confidential support, information and advocacy;
  - ii. education about the rights of individuals under the Statement of Rights; and
- d. if providing the services mentioned in subparagraph (c)(i) in relation to a particular individual—acts at the direction of the individual, reflecting the individual's expressed wishes, will, preferences, interests and rights.

**Information** includes information, documents, data, expertise or advice



**Network Members** are individual advocacy services which support older people across the nation to:

- i. effectively access and interact with Commonwealth-funded aged care services
- ii. raise older people's service and system-related concerns and to have their issues addressed and their rights protected
- iii. Navigate the many reforms occurring within the aged care sector.

**Receiving Party** means the Party who receives a product, resource or document that they did not create from the creating Party.

**System Governor** means the Secretary of the Department of Health, Disability and Ageing.

## 1. PARTIES

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This Memorandum of Understanding (MoU) is made between the following parties (the Parties):

- 1.1 **Aged Care Quality and Safety Commission (the Commission)**  
(ABN 80 246 994 451), having its principal address at Level 11, 101 George Street, Parramatta, New South Wales, 2150; and
- 1.2 **Older Persons Advocacy Network (OPAN)**  
(ABN 81 618 261 859) having its principal address at Suite 207, Level 2, 46 – 52 Kippax Street, Surry Hills NSW 2010

## 2. RECITALS

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- 2.1. The Commission and OPAN both have roles and responsibilities in relation to aged care service delivery including:
  - (i) Information provision and education for older people who receive services through Commonwealth-funded aged care.
  - (ii) Supporting older people regarding adverse events (such as emergency and catastrophic events) and high profile and sensitive events.



(iii) Assisting older people to resolve concerns about Commonwealth-funded aged care services.

2.2. The Commission is the national regulator of funded aged care services to older people under the Commonwealth aged care system.

2.3. The Department and the Commission support the System Governor and Appointed Commissioners respectively.

2.4. The Aged Care Act establishes the Appointed Commissioners as statutory positions and confers specific functions on each position. The Commissioner is the accountable authority for the Commission and the Head of the Statutory Agency, responsible for the administration and management of the Commission. The Commission's function is to assist the Appointed Commissioners in the performance of their functions, including:

- (i) protecting and enhancing the safety and wellbeing of people accessing funded aged care services
- (ii) engaging with people accessing funded aged care services, and their supporters and representatives to develop best-practice models for registered providers and aged care workers
- (iii) registering providers to deliver funded aged care services
- (iv) ensuring that aged care workers and responsible persons comply with their obligations, including the Aged Care Code of Conduct
- (v) ensuring that providers comply with their obligations, including the Aged Care Quality Standards and continuous improvement toward high-quality care
- (vi) regulating aged care digital platform operators who facilitate individuals' access to funded aged care services
- (vii) administering the Serious Incident Response Scheme
- (viii) resolving complaints about the conduct of providers, responsible persons and aged care workers
- (ix) acknowledging and engaging with independent aged care advocates who are providing support or advocacy to an individual making a complaint or giving feedback
- (x) building the capability of registered providers, responsible persons and aged care workers, and empowering older people accessing funded aged care services.



- 2.5. The Commissioner is responsible for safeguarding individuals accessing aged care services, undertaking regulatory and compliance actions against entities and individuals involved in the provision of aged care, educating and engaging with providers to ensure their compliance with the Aged Care Act, and the registration of providers and their entry to the sector.
- 2.6. The Complaints Commissioner is responsible for dealing with complaints and feedback received by the Commission about the delivery of funded aged care services, including complaints about providers', responsible persons' and aged care workers' compliance with the Aged Care Act.
- 2.7. OPAN is the peak body for individual independent aged care advocacy support in Australia.
- 2.8. OPAN is funded by the Australian Government Department of Health, Disability and Ageing to deliver the National Aged Care Advocacy Program (the Program) and aims to provide a national voice for aged care advocacy and promote excellence and national consistency in the delivery of advocacy services under the Program.
- 2.9. OPAN advocates for and supports older people to understand and exercise their rights, find aged care services that meet their needs and resolve issues with their Commonwealth-funded aged care providers.
- 2.10. OPAN is a national network of nine state and territory Network Members that deliver advocacy, information and education services to older people in metropolitan, regional, rural and remote Australia.
- 2.11. OPAN has consulted with its Network Members in the preparation of the MoU and is party to it on their behalf.
- 2.12. The Commission and OPAN agree that they share functions relating to supporting individuals accessing funded aged care services and should cooperate in the fulfilment of these functions according to the agreed administrative arrangements described by this MoU.
- 2.13. The Commission and OPAN further agree that this MoU builds on the previous MoU between the Commission and OPAN.

### **3. CONTEXT**

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- 3.1. This MoU records the mutually agreed understanding between the Parties.



#### 4. PURPOSE OBJECTIVES AND SCOPE OF THIS MoU

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##### 4.1. PURPOSE

4.2. This MoU has been established for the purpose of facilitating a coordinated and cooperative relationship between the Parties, through requesting, sharing and disclosing information in a way that is efficient and consistent with all relevant laws, to enable each party to effectively discharge their respective functions.

##### 4.3. OBJECTIVES

4.4. The key objective of the MoU is to support ongoing mutual engagement between the Commission and OPAN.

4.5. The following objectives will be achieved through the operation of this MoU:

- (i) To clarify and enhance the relationship between the Commission and OPAN and their respective roles and responsibilities in relation to upholding rights in aged care
- (ii) To encourage and facilitate information exchange as and when appropriate
- (iii) To maintain clear pathways for identifying and sharing information about emerging trends and systemic issues
- (iv) To establish opportunities for consultation on quality, safety and rights-based complaints processes
- (v) To establish processes (including agreed promotional and educational activities) which support the Commission, OPAN, and Network Members to undertake their respective functions, and
- (vi) To support regular engagement and liaison between the Commission, OPAN and Network Members at the appropriate level.

##### 4.6. NON-BINDING NATURE OF THIS MoU

4.7. This MoU does not establish any contract or agreement and does not create any legally valid, enforceable, or binding commitments, agreements or obligations of any kind between the Parties. However, the Parties will act and cooperate in good faith in accordance with the terms of this MoU.



- 4.8. This MoU is not an offer and is not intended to, and does not, create an offer capable of being accepted or deemed accepted.
- 4.9. This MoU does not impact each party's existing obligations to comply with applicable Commonwealth, state or territory policies and legislation.
- 4.10. **NO PARTNERSHIP**
- 4.11. Nothing in this MoU makes either Party a partner or agent of the other party nor does either Party have the power or authority to bind the other Party.
- 4.12. **SCOPE**
- 4.13. The scope and framework for consultation, cooperation, and action between the Parties under this MoU is specified in Schedule 1 and Schedule 2 of this MoU.

## **5. TERM OF THIS MoU AND TERMINATION**

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- 5.1. The MoU commences on the date the last Party signs this document and will continue until it is either superseded by a subsequent MoU made between the Parties or it is terminated.
- 5.2. This MoU may be terminated at any time by either Party by giving the other Party thirty (30) days written notice.
- 5.3. Notice of Termination should only occur after consultation with the other Party.

## **6. MoU ADMINISTRATION**

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- 6.1. The Parties will act in good faith and cooperate with each other in the performance of this MoU. The Parties will raise and discuss any relevant issues that could affect the other Party and/or their ability to discharge their functions, in a prompt, open and honest way.
- 6.2. Each party will use its best endeavours to:
- (i) Provide the other Party with any information that the other Party may reasonably require to undertake the actions set out in this MoU
  - (ii) Ensure that any information provided to the other Party under this MoU is accurate, current, complete, and correct (and as soon as possible after becoming aware that any information is not accurate, current, complete or correct, advise the other Party of, and rectify, the



deficiency in the information)

- (iii) Ensure that their officers responsible for the administration and implementation of this MoU have the appropriate authority to give effect to the terms contained in Schedule 1, Schedule 2 and any additional schedules established by the Parties under clause 9 of this MoU.

6.3. Each Party will act upon or deal with information and material provided to them according to their own judgement and assessment of the information provided to them and at their own risk.

6.4. Each Party agrees to bear its own costs in performing its functions under this MoU.

## **7. REVIEW AND AMENDMENT**

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7.1. The Parties intend to review this MoU:

- (i) Every three (3) years from the commencement date of this MoU
- (ii) If circumstances such as legislative amendment, machinery of government changes or other matters require the MoU to be reviewed or amended.

7.2. Any amendments to this MoU must be made in writing and signed by persons holding the equivalent offices of the original signatories.

## **8. STRUCTURE OF THE MoU**

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8.1. This MoU comprises of the following:

- (i) This document
- (ii) Schedule 1
- (iii) Schedule 2
- (iv) Any additional Schedule(s) established by the Parties under clause 9.

8.2. The terms of this document will prevail to the extent of any inconsistency with the terms of a schedule.



## 9. SCHEDULES

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- 9.1. The Parties may establish a Schedule to the MoU by amending the MoU as set out in clause 6.2.
- 9.2. Schedules under this MoU will be numbered sequentially as Schedule 1, 2, 3 etc.
- 9.3. A Schedule to this MoU will continue in effect until:
  - (i) The end date specified in the Schedule (if specified) or
  - (ii) The date the Schedule of the MoU is terminated.
- 9.4. A Schedule may be terminated or amended through the procedures set out in clauses 4 and 6.

## 10. PRIVACY

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- 10.1. Nothing in this MoU derogates from any obligation either Party has to comply with provisions under the *Privacy Act 1988* (Cth) (Privacy Act) or any other law including, but not limited to, the Aged Care Act,<sup>1</sup> *Information Privacy Act 2009* (IP Act) and any other relevant legislation in relation to privacy or protection of personal information (including sensitive information), as amended from time to time.
- 10.2. The Parties will take all reasonable steps to ensure access to information shared under this MoU is limited to those persons who need to know the shared information for the purpose of carrying out statutory functions or exercising powers under the Aged Care Act.

## 11. DATA BREACH

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- 11.1. In addition to obligations each Party has under the Privacy Act and/or other legislation outlined in clause 10, if a Party becomes aware of a data breach that involves information collected from the other Party, they will notify the other Party's contact point (located in Schedule 1) as soon as practicable.

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<sup>1</sup> For example, section 537(3) of the Act which refers to permitted disclosures of protected information. Under section 21 protected information is information acquired that is personal information; or relates to the affairs of an approved provider or a service provider of a Commonwealth-funded aged care service; or relates to the affairs of an applicant for approval.



- 11.2. A notification under clause 10.1 should occur even if a data breach is not subject to notification requirements under the Privacy Act (e.g. a data breach is found not to be an 'eligible data breach' under the Privacy Act).
- 11.3. Where a suspected data breach is reported under clause 11.1, the Party suspecting the data breach involves information collected from the other Party, must:
  - (i) Take all reasonable action to mitigate the risk of the data breach causing serious harm to any of the individuals to whom it relates
  - (ii) Unless otherwise directed by the other Party, take all other action necessary to comply with the requirements of the Privacy Act
  - (iii) Take any other action as reasonably directed by the other Party.

## **12. THIRD PARTY COMPLAINTS**

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- 12.1. If a Party receives a complaint from a third party in relation to a data breach or other information-related issue, that affects or is about the other Party to the MoU or information the other Party has provided, the first Party will notify the other Party as soon as practicable.
- 12.2. Parties will, in good faith, use its best endeavours to resolve the complaint described under clause 11.1.

## **13. SUBPOENAS AND COURT ORDERS**

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- 13.1. If a Party is served with a binding legal order or requirement to provide information to a third party (e.g. under a subpoena, warrant or notice, or under a request to the Inspector-General of Aged Care), and that information was obtained from the other Party under this MoU, the first Party will:
  - (i) Notify the other Party's contact point of the order or requirement as soon as practicable (unless legally compelled not to do so)
  - (ii) To the extent practicable, consult with the other Party as to how best to respond to the order or requirement (e.g. the other Party may wish to support or assist the first Party to object to providing the information).



#### **14. DISPUTE RESOLUTION**

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- 14.1. Where a dispute arises between the Parties due to the operation of this MoU, the Parties will make reasonable attempts to resolve the dispute at the contact point level. Contact points are specified in Schedule 1.
- 14.2. If a dispute cannot be resolved by the Parties' contact points, the dispute will be escalated to an Appointed Commissioner or Chief Executive Officer, or to officers nominated by these positions for each Party, for resolution.
- 14.3. Where the dispute cannot be resolved, either Party may terminate the MoU through the procedure set out in clause 4.

#### **15. NOTICES**

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- 15.1. Any notice in writing pursuant to this MoU is to be given to the contact points specified in Schedule 1, or such other person as is specified in writing to the other Party.

#### **16. PUBLICATION OF MoU**

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- 16.1. The Parties agree that only the Head Agreement of the MoU may be publicised including by publishing it on the Party's website.

#### **17. ENTIRE UNDERSTANDING**

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- 17.1. The MoU sets out the entire understanding and intention of the Parties and supersedes all prior or contemporaneous agreements, discussions, communications, and representations, whether written, oral, or otherwise, of the Parties with respect to the subject(s) of this MoU.
- 17.2. The Parties acknowledge that as of the date hereof, no binding contracts, agreements or commitments exist between the Parties with respect to the subject(s) of this MoU.



## 18. SIGNATORIES

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Signed by the Commissioner of the **Aged Care Quality and Safety Commission** in the presence of:

Signature of Liz Hefren-Webb

Date: 16/12/25

Signature of witness

Date: 16/12/25

Signed by the Chief Executive Officer of **OPAN** in the presence of:

Signature of Craig Gear

Date: 18/12/2025

Signature of witness

Date: 18/12/2025