**Application for Registration**

Disability Providers

**GENERAL INFORMATION AND INSTRUCTION**

**Who should complete this form?**

A provider of Disability Services (Providers) can register with the Transport Accident Commission (TAC) and Victorian WorkCover Authority (WorkSafe) to provide Disability Services to TAC clients and injured workers under the Victorian transport accident and workers compensation schemes.

Providers to TAC clients or injured workers must satisfy the relevant provider eligibility requirements as indicated in this form.

**HOW TO COMPLETE?**

This application form must be submitted electronically. More information is available below:

1. Once your application is complete, save this document as [PROVIDER NAME] [TAC &/or

WorkSafe] Registration–[Attendant Care &/or SSA &/or CISS]

2. Create an e-mail to [dpqa@tac.vic.gov.au](mailto:dpqa@tac.vic.gov.au%20)

3. Attach your saved application form, along with any other supporting documentation which is required to assess this application, to your e-mail.

**NB: If the email exceeds 30MB, you may need to submit your additional documents in separate emails.**

4. Click on send. You should receive a response within two weeks from receipt of your email.

**BEFORE COMPLETING FORM PLEASE READ THE FOLLOWING ITEMS AVAILABLE ON TAC/WORKSAFE WEBSITE**

Relevant Policies Yes Fees Yes Clinical Resources Yes

How to invoice the TAC/WorkSafe Yes

Provider Registration requirements for provision of Disability Services

(attached to this form)

Yes

Guidelines to assist completion of this form Yes

**CONSENT & DECLARATIONS**

Declaration – Application for Registration (Page 7) Yes

Consent and Declaration – Registration Requirements section (Page 18) Yes

**ATTACHMENTS**

|  |  |  |  |
| --- | --- | --- | --- |
| ITEMS REQUIRED | REGISTRATION REQUIREMENTS CLAUSE | ATTACHED | INTERNAL USE |
| Care OnLine Access Form (only required if registering for attendant care) | Criteria | Yes |  |
| Accreditation against standards for Disability Services  audit report; OR  Evidence of membership with relevant government body for like services AND self-assessment report | Criteria | Yes |  |
| Staff Qualifications | Criteria | Yes |  |
| Two written references from community based health professionals independent from your organisation - eg. occupational therapist, medical practitioner,  community access provider, etc | Criteria | Yes |  |
| Organisations Code of Conduct, Code of Ethics and/or  Service Charter | 16 | Yes |  |
| Organisation Chart |  | Yes |  |
| Organisation’s policies pertaining to:  • Training programs/frequency for new Personnel (induction training) and existing Personnel (maintenance sessions) covering the matters listed in Training Requirements Clause 23 | 23, 24 & 72 | Yes |  |
| • Recruitment & Induction Program (including recruitment of family/friends) | 23 & 72 | Yes |  |
| • Staff Expenses (and how clients will be reimbursed if paying for meals, etc.) | 66 | Yes |  |
| • Continuous Improvement Plan | 35 | Yes |  |
| • Complaints Process (including documentation  provided to clients) | 47 - 58 | Yes |  |
| • Confidentiality and Privacy Policy | 59 - 61 | Yes |  |
| • Serious Incident Reporting | 43 - 46 & 72 | Yes |  |
| • Clients at Risk Management Plan |  | Yes |  |
| • Conflict of Interest | 62 - 63 | Yes |  |
| Current Public Liability Insurance Policy (min $5M) | 13 | Yes |  |
| Current Professional Indemnity Insurance Policy (min $5M) | 13 | Yes |  |
| If you are applying for Client Independence Skills Service (CISS) please provide the following supporting documents:  • Evidence that the CISS worker/s are an employee of a  Disability Service Provider or ABI support organisation and |  | Yes |  |
| • Evidence that the CISS worker/s possess either an  Associate Diploma or Certificate IV qualification in disability, community services or equivalent. |  | Yes |  |

NB: PROVIDER MUST DEMONSTRATE THAT ALL CRITERIA HAS BEEN MET BEFORE APPLICATION FOR REGISTRATION WILL BE CONSIDERED.

**PROVIDER DETAILS:**

**1. ORGANISATION YOU WISH TO BE REGISTERED WITH**

TAC WorkSafe TAC and WorkSafe

**2. SERVICES YOU WISH TO BE REGISTERED FOR**

Attendant Care

SSA (refer guidelines)

Attendant Care - Day TimeOnCall Attendant Care - Night TimeOnCall Client Independence Skills Service

**(ADDITIONAL CRITERIA APPLY – REFER TO ITEMS REQUIRED SECTION ON PAGE2)**

**NB: TO REGISTER FOR ONCALL, YOU MUST BE ALSO BE APPROVED TO PROVIDE ATTENDANT CARE SERVICES**

**3. PROVIDER DETAILS**

ABN / ACN :

Registered Business/Company Name

Trading Name(s) (if applicable):

Provider Numbers (for invoicing, if known): TAC WorkSafe

Registered Business Address:

Business Telephone:

Business Email

Postal Address (if different from above)

**4. CONTACT DETAILS**

This section provides for the details of an individual contact on behalf of the provider that will be used for TAC/WorkSafe internal purposes only.

Title: Surname: Given names:

Position in Organisation:

Business Telephone:

Mobile:

Email:

**FINANCIAL DETAILS:**

Are there any significant events, matters or circumstances that have arisen since the end of the last financial year that may significantly affect the operations of the Provider?

Are there any mergers or acquisitions, either recent (within the past 12 months) or which are imminent or proposed?

Yes No

Yes No

Are there any court proceedings of any kind, actual or threatened against the Provider, its parent or associated entities or any director of the Provider, its parent or associated entities within the past five years?

Yes No

Are there any actual or potential insolvency or bankruptcy actions against the Provider, a director of the Provider, its parent or associated entities within the past five years?

Are there any de-registration actions against the Provider, its parent or associated entities within the past five years, or are you aware of any potential actions?

Yes No

Yes No

Are there any insolvency proceedings, actual or threatened or potential (including voluntary administration, application to wind up, or other) against the Provider, its parent or associated entities within the past five years?

Yes No

Are there any breaches of or defaults under any agreement, contract, order or award binding on the Provider, or its parent or associated entities?

Yes No

Are there any other facts that could adversely impact on the financial viability of the Provider and, in particular, on its ability to successfully provide the services contemplated by this Provider Application for Registration?

Yes No

**PROVIDE FULL DETAILS AND RELEVANT DOCUMENTATION OF THE APPLICABLE CIRCUMSTANCES IF “YES” WAS ANSWERED TO ANY OF THE ABOVE QUESTIONS**

Is the Provider registered for GST?

Yes No



**5. BANKING DETAILS**

**PLEASE COMPLETE THIS SECTION SO FUNDS CAN BE PAID ELECTRONICALLY.**

**BSB NUMBER:**

**ACCOUNT NUMBER:**

**ACCOUNT NAME:**

NB: If at any time the account details change for any reason, then please complete the TAC EFT/Direct Deposit Authority or the WorkSafe Electronic Funds Transfer Application form.

**PROVISION OF SERVICES**

**6. LENGTH OF EXPERIENCE**

Number of years the Provider has been providing Disability Services.

**NB: PROVIDERS MUST HAVE A MINIMUM OF 2 YEARS’ EXPERIENCE PROVIDING LIKE SERVICES BEFORE APPLICATIONS FOR REGISTRATION WILL BE CONSIDERED.**

**7. SERVICE EXPERTISE**

Does the Provider specialise in any of the following areas?

Mental health Drug & alcohol Violence

Other

**IF “OTHER” IS CHOSEN, PLEASE PROVIDE FURTHER DETAILS:**

**WHAT FORMAL QUALIFICATIONS/TRAINING HAVE BEEN UNDERTAKEN TO ACQUIRE THIS EXPERTISE?**

**8. REGISTRATION WITH OTHER GOVERNMENTS**

Is the Provider currently funded, registered or on a supplier directory with a State, Territory or Commonwealth Government for the services it is applying to be registered for?

Yes No

If "Yes" to the above, please advise which Government the Provider is registered with:

Is the Provider accredited or does it self-report against applicable

standards for disability service requirements from the Government body? Accredited Self-Report

**NB: IF SELF-REPORTING, EVIDENCE OF MEMBERSHIP WITH THE RELEVANT GOVERNMENT MUST BE ATTACHED TO THIS FORM**

**9. ORGANISATIONAL PHILOSOPHY**

Please provide the Provider's mission statement reflecting its purpose and guiding its decision making.

**10. PROVIDER STRUCTURE**

Will the Provider only accept referrals where you are able to appropriately resource a TAC client / WorkSafe Injured worker's program with staff which demonstrate competency in areas relevant to the clients/workers needs?

Yes No

Does the Provider sub-contract to other agencies? Yes No

If "Yes" to the above, which agencies have been used?

Does the Provider employ family members/friends of clients? Yes No

How many staff does the Provider organisation employ?

Please indicate the percentage of Provider staff turnover in the past 12 months?

What documented strategies or planning is in place to retain staff?

**DECLARATION**

The Provider agrees that all information in this Provider Application for Registration is true and correct at the time of application.

BUSINESS / COMPANY NAME:

**NAME OF AUTHORISED REPRESENTATIVE:**

**POSITION HELD BY AUTHORISED REPRESENTATIVE:**

**DATE:**

**PROVIDER REGISTRATION REQUIREMENTS FOR PROVISION OF DISABILITY SERVICES**

**OBJECTIVES**

1. It is a requirement of registration with the Transport Accident Commission (TAC) and the Victorian WorkCover Authority (WorkSafe) that the Provider of Disability Services complies with the TAC and WorkSafe's registration requirements as set out in this document and on the tac.vic.gov.au and worksafe.vic.gov.au websites.

**DEFINITIONS**

2. **Abuse** means neglect or exploitation of any kind. Types of abuse include, but are not limited to:

• Financial

• Physical

• Psychological/Emotional

• Sexual

3. **Complaint** means notification of dissatisfaction with, or unacceptable adequacy, appropriateness or frequency of, Disability Service provision.

4. **Disability Services** means Attendant Care, Shared Supported Accommodation services, including post-acute support for TAC clients, Client Independence Skills Service (CISS, also known as Independent Living Skills programs), and Community Group Programs to or for a TAC client

(Client) and/or WorkSafe injured worker (Worker) approved by the TAC or WorkSafe and for which the reasonable costs of such services are payable by the TAC, WorkSafe or WorkSafe Agents as compensation to Clients and Workers with an accepted claim in accordance with the Legislation.

5. **Personnel** means the Provider’s employees, officers, contractors, Agents or consultants who provide the Disability Services.

6. **Provider** means a provider of Disability Services as registered with the TAC or WorkSafe in accordance with the *Transport Accident Act 1986*, the *Accident Compensation Act 1985* and the *Workplace Injury Rehabilitation and Compensation Act 2013* (the Legislation).

7 . **Registration Requirements** means these Provider registration requirements for the provision of

Disability Services.

8. **Serious Incident** means:

• the death of, or serious injury to a Client/Worker;

• the health, safety, abuse or risk to a Client/Worker or where there is a failure to meet basic client needs;

• a Provider experiencing significant organisational disruption and executive mismanagement;

• the ongoing financial viability of the Provider;

• conduct which is or is potentially fraudulent, illegal or is engaged in other criminal activities; about which suspicion is raised, or a complaint, an allegation or other evidence is received or obtained

by a Provider, the TAC or WorkSafe.

9. **Identification of Clients at Risk Management Plan** means identifying vulnerable Clients/Workers that have diminished capacity to anticipate, cope with, resist and recover from the impacts of a hazard in risk taking behaviour and plan to reduce or mitigate the risk.

**GENERAL PRINCIPLES**

10. Each of the TAC, WorkSafe and the Provider agree to act professionally and cooperate at all times to ensure positive outcomes for Clients/Workers and achievement of the objectives of the Disability Service. To that end, the TAC, WorkSafe and the Provider are committed to the following principles:

a) Collaboration – engagement in open communication in a way that demonstrates mutual trust and respect for each other and goodwill;

b) Support services evolution – ongoing refinement of services in response to feedback from all stakeholders;

c) Improved Client/Worker outcomes – improved quality of life for Clients/Workers through a focus on supporting enhanced independence and increased social participation;

d) Evaluation – active participation in formal evaluation processes of the Disability Services to

inform and influence future service and program development.

**REGISTRATION REQUIREMENTS**

11. The Provider must at all times meet the Registration Requirements of the TAC and WorkSafe. The Provider acknowledges that failure to comply with any part of the Registration Requirements may result in the TAC/WorkSafe registration as a Provider being withdrawn.

12. The Provider must maintain at all times insurance coverage appropriate to the level of risk of the Disability Services they provide. Providers must immediately notify the TAC or WorkSafe should the Provider cease to have the required insurance(s). The Provider acknowledges that cessation of insurance(s) may result in the TAC/WorkSafe registration as a Provider being withdrawn.

13. The Provider must maintain at all times certificate of accreditation against standards for disability services, or evidence of membership with a relevant government body for like services, as applicable. Providers must immediately notify the TAC or WorkSafe should the Provider fail to be accredited, or cease membership with the government body. The Provider acknowledges that a failure to meet the requirements in this clause 13 may result in registration as a Provider with TAC/WorkSafe being withdrawn.

14. The Provider must maintain current and documented proof of compliance to the Registration

Requirements and make this available to the TAC/WorkSafe upon request.

‘15. The Provider must attest to providing Disability Services in accordance with the terms of registration, every two years or upon reasonable request by the TAC/WorkSafe. (refer guidelines for attestation details)

**PROVIDER CONDUCT**

16. The Provider acknowledges that should:

a) the Provider fail to comply with any part of the Registration Requirements; or

b) the TAC or WorkSafe reasonably suspect that an offence against the Legislation, the *Workers Compensation Act 1958* or *Crimes Act 1958* in connection with a Client or Worker’s claim for compensation has been committed or the Provider be convicted or found guilty by a court of such an offence; or

c) the TAC/WorkSafe is concerned about the adequacy, appropriateness or frequency of any

Disability Services provided in accordance with the Legislation;

the TAC/WorkSafe may, as appropriate, and in accordance with the Legislation:

• suspend or deny payment for Disability Services delivered by the Provider, or seek recovery of payments made to the Provider for Disability Services as a debt due;

• apply restrictions to the registration.

• notify WorkSafe’s self-insurers; a professional body responsible for regulating the conduct of the Provider; Medicare Australia; a National Board under the Health Practitioner Regulation National Law; the Authority, Committee, Director or Panel under the *Health Insurance Act 1973* of the Commonwealth; a court; or a tribunal;

• suspend or withdraw the Provider’s registration; and/or

• cause the outcome of any determination of the TAC, WorkSafe or order of the court to be published, together with the name and business address of the Provider of the Disability Services to which the determination or order applies.

**DISABILITY SERVICE DELIVERY**

17. Disability Services are to be delivered in accordance with the Legislation and all relevant TAC and WorkSafe policies, the Provider’s own Code of Conduct, Code of Ethics or Service Charter and any legislative or other requirements of the Commonwealth, State or Territory authority that is relevant to the type of support delivered.

18. Disability Services are to be provided:

• according to the principles set out in the *Disability Act 2006* and the *Health Service Act 1988*; and

• in a way which complies with the *Charter of Human Rights and Responsibilities*

*Act 2006* (the Charter) as if the Provider were a ‘public authority’ as defined in the Charter.

19. The Provider is accountable for the care provided to a Client or Worker, including taking responsibility to ensure that they are:

• safe;

• unharmed;

• protected from Abuse; and

• provided with access to medical care to maintain their physical and mental health.

20. **Subcontracting:** Despite any subcontracting arrangement, the Provider remains responsible for:

• its obligations under these Registration Requirements and any requirements incorporated by reference;

• the Disability Services performed by subcontractors, to the same extent as if those Disability

Services were performed by the Provider; and

• the costs incurred by subcontractors.

21. The Provider must ensure that Disability Services performed by subcontractors comply with the

Registration Requirements.

22. The Provider indemnifies TAC/WorkSafe (as applicable) against all expenses, losses, damages and costs (on a solicitor and own client basis) and whether incurred by or awarded against TAC/WorkSafe (as applicable) that TAC/WorkSafe (as applicable) sustains or incurs as a result or in connection with any negligent, unlawful, wilful or fraudulent act or omission of any subcontractor in connection with the Disability Services.

23. **Training Requirements:** All Personnel must receive training at the commencement of their employment and at regular intervals as per industry standards throughout their employment (refer guidelines for detail information) , in relation to:

• CPR

• First aid

• Manual lifting

• Fire safety training as authorised by the TAC/WorkSafe

All Personnel must meet the minimum requirements to provide care and support pertaining to the needs of the Client/Worker and the nature of the Disability Services provided, as set out in the Disability Services Registration Procedures. This includes, but is not limited to:

• Anaphylaxis;

• Food safety; and

24. **Competence:** The Provider must maintain a high level of competence in providing supports to

Clients or Workers and regularly update their knowledge and skills.

25. **Occupational Health and Safety:** The Provider must ensure that all Personnel comply with all relevant occupational health and safety laws, including the *Occupational Health and Safety Act*

*2004* and Regulations for Victorian workplaces.

26. **Pre-employment checks:** The Provider must ensure that:

• National Police Record checks; and

• Working with Children (where applicable) checks, for Victoria and for each Australian state or territory in which the Personnel have been involved in the provision of services requiring a Working with Children check, are completed on each member of the Provider’s Personnel. These

checks must be carried out:

• prior to the employment or engagement as an employee, contractor, agent or consultant of the relevant member of its Personnel by the Provider and

• at least annually thereafter for the National Police Record Check, and upon expiration of the Working with Children check; for as long as the Personnel is involved in providing the Disability Services.

27. If in any calendar year the Provider has not become aware of any adverse finding in a Police or Working with Children check in relation to any of its Personnel, the Provider must submit a signed statement verifying that:

• it has complied with the requirement to carry out Police checks at least annually, in accordance with clause 26 above; and

• the Provider has not become aware of any such adverse finding.

28. The Provider must adopt and follow an appropriate process for determining whether a prospective employee, officer, contractor, agent or consultant should or should not be precluded from being involved in providing the Disability Services if adverse information arises from any Police or Working with Children check, at any time.

29. The Provider must notify the TAC/WorkSafe promptly as soon as the Provider becomes aware of any adverse finding in a Police or Working with Children check in relation to any of its Personnel. The Provider must also notify the TAC/WorkSafe of its proposed approach to determining whether that member of Personnel should or should not be precluded from being involved in providing the Services.

30. **Capacity:** The Provider must only agree to provide Disability Services if it has the capacity to do so.

In making its decision the Provider must take into account the Client’s/Worker’s particular support needs.

31. **Equipment:** The Provider must ensure that all equipment used or proposed to be used by Personnel for a Client or Worker is mechanically sound; is installed and operated in accordance with the manufacturer’s instructions and standards. The Provider must notify the TAC/WorkSafe/WorkSafe agent if equipment requires servicing outside of its annual maintenance program due to identification of issues.

32. The Provider must ensure that its Personnel can adequately instruct Clients/Workers in the safe and proper use of equipment.

33. **Withdrawal or termination of Disability Services:** Adequate notice must be given to the TAC/WorkSafe to enable replacement of Disability Services if the Provider intends to terminate the provision of Disability Services to a Client or Worker. The time frame for notice will vary according to the nature and frequency of the support but will be no less than 14 calendar days.

34. **No Guarantee of Referrals:** The Provider acknowledges that registration with the TAC or WorkSafe as a registered provider of Disability Services under the Legislation in no way guarantees any Client/Worker patronage or use of the Provider’s services or referral of any Client/Worker to the Provider by the TAC, WorkSafe or WorkSafe Agents.

35. **Continuous Improvement:** Providers are expected to have a plan of continuous improvement, which demonstrates the approach taken to improve the quality of care and Disability Services delivered.

**INDEPENDENCE PLANNING – TAC ONLY**

36.The Provider must actively participate in the TAC Independence Planning Process, including:

a) attending Independence Planning meetings as reasonably scheduled by the TAC; accepting accountability for actions on a Client’s Independence Plan assigned to the Provider; and proactively identifying and notifying the TAC of requirements to review a Client’s Independence Plan.

**NOTIFYING CHANGES IN CLIENT CIRCUMSTANCES**

37. The Provider and its Personnel must proactively identify and notify the TAC/WorkSafe of any changes to a Client's/Worker's circumstances or behaviour that may:

• affect the nature or frequency of the Client's/Worker's Disability Services;

• require the engagement of support from another service provider or third party organisation; or

• for TAC Clients, require a review of a Client's Independence Plan.

38. If the TAC/WorkSafe determines that alterations to a Client's/Worker's Disability Services are necessary as a result of matters notified under clause 39, the Provider must assist the implementation of those changes in a manner consistent with the service expectations set out in clause 40.

**SERVICES FRAMEWORK**

39. Provision of Disability Services are to align with the following core principles:

**PERSON-CENTRED APPROACH**

Interpretation

**Adopt a person-centred active support approach to enable achievement of individual life goals**

Key aspects include: • Person-centred planning and decision making

• Individual goals and aspirations drive supports

• Engagement of family and informal networks

• Commitment to flexibility and frequent review of individual plans

• Responsive to changing circumstances

**ENHANCE INDEPENDENCE**

Interpretation

**Enhance the independence of each individual to improve quality of life**

Key aspects include: • Use of direct and indirect support

• Application of Positive Behaviour Support (an evidence-based approach to support, with a primary goal of increasing a person's quality of life and second goal of decreasing the frequency and severity of their challenging behaviours)

• Clients/Workers participate in staff selection

**PROMOTE COMMUNITY INCLUSION**

Interpretation

**Provide opportunities for Clients/Workers to participate as valued members of the community**

Key aspects include: • Support Clients/Workers to engage in activities and interests of choice

• Address vocational needs

• Engage with local services and resource providers

• Build knowledge of local community resources

**CAPABILITY AND EXPERIENCE**

Interpretation

**Deliver a high standard of support to Clients/Workers to ensure individual goals and needs are addressed**

Key aspects include: • Understand needs of Clients/Workers

• Formal training and support for Personnel

• Mechanism for regular client/family feedback

• Ongoing reflection on practice and learning’s

• Performance monitoring

**SERVICE EXPECTATIONS:**

40. The Provider must:

• provide individualised services to Clients/Workers;

• provide Disability Services in a way that ensures continuity and quality of care and consistency of personnel;

• conduct the activities which comprise the Disability Services diligently, effectively and in a professional manner, including providing the Disability Services without coercion and in a manner that promotes the privacy, dignity and self-esteem of Clients/Workers;

• ensure all personnel are informed of the care and Independence plans applicable to the individual Client/Worker;

• set early expectations with Clients/Workers around aligning Disability Services to independence goals;

• ensure Disability Services incorporate clinical direction and recommendations into the support and engagement of Clients/Workers, particularly in the management of behaviours of concern; and

• collaborate and coordinate with community organisations within the service system with a view to providing the most effective Disability Services for the overall benefit of Clients/Workers. (refer guidelines for more details)

41. The Disability Services must:

• ensure Clients/Workers have enhanced opportunities for exercising choice and decision making;

• ensure Clients/Workers are provided with every opportunity to enhance their capacity and capability to live independently in their home;

ensure Clients/Workers have access to lifestyles and experiences commensurate with other people in the community; and

• take into account the person centred objectives and outcomes set out in each Client’s

Independence Plan (if applicable).

**SERVICE OUTCOMES**

42. The Disability Services must enable Clients/Workers to:

• receive appropriate levels of support and care;

• plan and achieve outcomes linked to their independence goals, choosing from a range of innovative and creative options;

• Utilise other services, including but not limited to:

• occupational therapy

• community access

• physiotherapy

• develop and maintain meaningful and sustainable social networks and relationships;

• have enhanced opportunities for decision making and choice; and

• maximise their level of independence through the development of skills and access to a range of flexible and cost effective supports.

**SERIOUS INCIDENT REPORTING**

43. Providers must at all times maintain a current Serious Incidents Register and report Serious Incidents in writing to the TAC, WorkSafe, or both if a Provider is dual-funded, within one business day of becoming aware of the Serious Incident.

44. Providers must provide the following information when reporting a Serious Incident:

• the name of the Client(s)/Worker(s) the subject of the incident and their corresponding claim number(s);

• the name and address or the location of the place where the incident occurred;

• the names and roles of any parties associated with the incident;

• whether the police, an ambulance or other emergency service attended the incident;

• a description of the incident;

• a description of the immediate response of Provider Personnel;

• description of follow-up actions which will be undertaken by the Provider in response to the incident

45. The information listed in clause 44 can be provided via the TAC/WorkSafe’s serious incident form template, the Provider’s own template, or other form if reporting to other organisations (e.g. the DHHS Client Incident Report) Form.

46. Reports regarding Serious Incidents should be sent to support coordinators at TAC/WorkSafe and

relevant funding department organisations.

**PROVIDER COMPLAINTS PROCESS**

47. The Provider must have a documented complaints process that sets out how Clients and Workers may make a Complaint to the Provider about the adequacy, appropriateness or frequency of Services, and how any Complaint will be managed by the Provider. This process is called the Provider Complaints Process.

48. The Provider Complaints Process must:

• allow Clients/Workers to be able to make a Complaint easily and without any concern about adverse repercussions;

• allow Complaints to be made and dealt with confidentially and for complainants to remain anonymous, if that is what the complainant wishes;

• include a requirement that the Provider ensures that the complainant is aware of any other complaints processes available to them; and

• set out a process by which the Provider will fully and properly investigate and resolve Complaints as far as possible in a timely manner.

49. The Provider must make a copy of its Provider Complaints Process available to TAC/WorkSafe or any other person who requests it.

50. On request by the TAC/WorkSafe, the Provider must:

• provide a report containing details of any Complaints received (subject to any request from a complainant to keep the complainant’s identifying information confidential) and how the Provider has dealt with the Complaint;

• be able to demonstrate that it has:

i) responded to and resolved all Complaints;

ii) advised all interested parties of the outcome of all Complaints; and

iii) taken all Complaints into account in providing the Disability Services and adjusted its service provision where necessary.

51. Providers must maintain records of the number and types of complaints received for at least five years.

**COMPLAINTS RESOLUTION PROCESS**

52. If the Provider cannot resolve a Complaint within 10 Business Days from the date the Complaint is made, the Provider must notify the TAC/WorkSafe.

53. The Provider must comply with the TAC/WorkSafe’s reasonable suggestions about resolving a

Complaint. Examples of reasonable suggestions to resolve a Complaint include but are not limited to:

• appointing a mediator to facilitate a resolution;

• changing carers providing the Disability Services;

• changing living or working conditions of the Client/Worker.

54. The cost of implementing any changes under clause 53 above are to be borne by the Provider.

55. A Client/Worker must not be adversely affected because they have made a Complaint or a

Complaint has been made about them.

**COMPLAINTS TO THE DISABILITY SERVICES COMMISSIONER (DSC) – TAC ONLY**

56. The Provider acknowledges that the TAC or Client may refer Complaints to the DSC or other government bodies for further investigation.

57. The Provider agrees to participate in DSC processes if a Client wishes to utilise the DSC's complaint resolution process and the DSC is of the view that it is within jurisdiction, based on the beneficial interpretation of the *Disability Act 1988*.

58. The Provider agrees to be bound by the DSC's findings, including the consequences of any adverse

findings.

**CONFIDENTIALITY AND PRIVACY**

59. The Provider and its Personnel must respect the confidentiality of Clients/Workers at all times.

60. The Provider acknowledges that it is an offence to use information obtained under or pursuant to the Legislation except as authorised.

61. The Provider must comply with the obligations imposed under the *Information Privacy and Data Protection Act 2014*, the *Health Records Act 2001* and such reasonable policies or directions relating to the collection, use, disclosure, storage, transfer or handling of personal or health information of clients as are notified by the TAC/WorkSafe to the Provider from time to time.

**CONFLICT OF INTEREST**

62. The Provider will provide details of any engagements, obligations or commitments that the Provider or any of its partners, staff or consultants have or are likely to acquire which may give rise to any actual, potential or perceived conflict of interest with any of the Disability Services that may be required as a result of this registration process. E.g. Family members providing Disability Services to clients/workers.

63. The TAC/WorkSafe may request, and the Provider agrees to provide on reasonable request,

details of the Provider's strategies for the identification, management and prevention of conflicts of interest (including any relevant internal policy documents).

**IDENTIFICATION AS A TAC/WORKSAFE PROVIDER AND USE OF LOGOS**

64. Registered Providers may identify their TAC/WorkSafe registration by stating “[Organisation name] is registered to provide disability services for [TAC clients/WorkSafe injured workers].”

65. The TAC or WorkSafe logos are not to be used by a Provider in any publicity or advertising

material to promote business.

**REMUNERATION AND BILLING**

66. The Provider’s invoices must be accurate and reflect the Disability Services actually performed and approved by the TAC or WorkSafe, must be available on reasonable request, and must be capable of being substantiated (through provision of supporting documentation) by the TAC, WorkSafe or WorkSafe Agents.

67. Invoices must be submitted by the Provider in a manner consistent with established billing processes as advised by the TAC, WorkSafe or WorkSafe agents from time to time.

68. The Provider acknowledges that the TAC, WorkSafe and WorkSafe Agents are liable only for payment of the reasonable costs of Disability Services provided to Clients/Workers with accepted compensation claims in accordance with the Legislation and in accordance to the TAC/WorkSafe published fee schedules, which may not mean the full costs of the service. The Provider must clearly advise a Client/Worker of, and seek agreement from the Client/Worker for, any gap between what the Provider charges for Disability Services and what the TAC or WorkSafe can pay as the reasonable costs of the Disability Services.

69. The Provider must not submit invoices for Disability Services not directly related to a Clients/Workers injury or illness, or for Disability Services that are not performed. The Provider acknowledges that it is an offence to obtain or attempt to obtain fraudulently any payment or to provide false or misleading information under the Legislation.

70. The Provider agrees to use the electronic invoice lodgement system specified by the TAC or

WorkSafe. The TAC or WorkSafe will provide training to Providers on the use of this system.

**DOCUMENTATION**

71. Providers must keep all documentation relevant to:

• performance of the obligations of these Registration Requirements; and

• the Clients/Workers to whom Disability Services are provided, current at all times.

72. The Provider must make all of its policies and procedures, training programs and any other documentation it is required to have or develop for the purposes of registration with the TAC or WorkSafe available upon request. Policies and procedures may include, but are not limited to:

• Serious Incident Reporting

• Continuous Improvement Plan

• Clients at Risk Management Plan

• Recruitment and Induction Program

• Staff training

• Confidentiality and Privacy Policy and

• Conflict of Interest

The TAC and WorkSafe may inspect or make copies of this documentation at the Provider’s premises. The TAC and WorkSafe may also remove the documentation from the Provider’s premises for the purposes of inspection and copying except where it would cause unreasonable disruption to the operation of the Provider’s business.

73. **Information Requests:** The Provider must submit any written information requested by the TAC or WorkSafe relevant to the provision of Disability Services to a Client/Worker no more than 14 calendar days after it is requested. For requests made where a review, audit or investigation is occurring, it is expected that the documentation and information being requested is up to date

and readily available, and thus can be provided within the 14 calendar day timeframe.

**DOCUMENTATION (cont)**

74**. Timesheets:** The Provider must keep accurate and up to date time sheets recording the Disability Services provided to Clients/Workers. The Provider must supply these no more than 14 calendar days after they are requested by the TAC or WorkSafe. Timesheets must contain details about:

• the type of Disability Services provided and its purpose;

• the names of the Personnel providing the Disability Services;

• commencement and conclusion times of the Disability Services provided; and

• destination address, mileage and travel purpose where travel has been undertaken.

**PERFORMANCE REPORTING**

75. The Provider agrees to complete a Performance Report in a format reasonably required by the

TAC/WorkSafe, and give it to the TAC/WorkSafe within four weeks of the date of request.

**PERFORMANCE MANAGEMENT**

76. The TAC/WorkSafe may, from time to time, require Providers to attend forums which may incorporate:

• discussions of the delivery of Disability Services

• general feedback on Providers' performance and compliance

• presentations and interactive workshops about TAC/WorkSafe strategic initiatives

• updates about changes to relevant TAC/WorkSafe policies

• information exchange between Providers and the TAC/WorkSafe

• discussion of emerging issues relevant to the disability services industry

• invited speakers on relevant topics

**AUDITS/REVIEWS AND INVESTIGATIONS**

77. The Provider acknowledges that the TAC or WorkSafe may undertake any reviews, audits and investigations it considers necessary (including a site and services assessment) if it believes the provisions of the Legislation may have been contravened and/or for generally enforcing the provisions of the Legislation.

78. In addition the Provider also acknowledges and accepts that the TAC and WorkSafe (including persons authorised by the TAC/WorkSafe and Community Visitors) can undertake their own audits/reviews/investigations they consider necessary (including a site and services assessment), upon reasonable notice, in relation to the Registration Requirements and TAC and WorkSafe Policies. To the extent permitted by law, Providers must cooperate and support to the TAC and WorkSafe, including where it is necessary to contact third party organisations, Clients/Workers and Personnel, to obtain relevant information and documentation.

79. The TAC/WorkSafe may, from time to time, visit Clients/Workers at Shared Supported Accommodation Residences for the purposes of assessing the health and welfare of the Clients/Workers and the adequacy, appropriateness, reasonableness and frequency of Disability Services being provided by any Provider to those Clients.

In relation to these visits the Provider must:

• following receipt of reasonable notice from TAC/WorkSafe, grant reasonable access to TAC/WorkSafe officers to the Provider’s premises, documentation and Personnel, and to Clients/Workers; and

• otherwise cooperate with the TAC/WorkSafe officers and facilitate the visits.

**Consent and declaration by provider**

The Provider agrees to be bound by the Registration Requirements. The Provider agrees to provide Disability Services in accordance with

relevant TAC and WorkSafe policies and guidelines provided in this

document.

**BUSINESS/COMPANY NAME:**

**NAME OF AUTHORISED REPRESENTATIVE:**

**POSITION HELD BY AUTHORISED REPRESENTATIVE:**

**DATE:** / /

*TAC*

*The TAC will retain the information provided and may use or disclose it to make further inquiries or assist in the ongoing management of the claim or any claim for common law damages. The TAC may also be required by law to disclose this information. Without this information the TAC may be unable to determine entitlements or assess whether treatment is reasonable and may not be able to approve further benefits and treatment. If you require further information about our privacy policy, please call the TAC on 1300 654 329 or visit our website at tac.vic.gov.au.*

*WorkSafe*

*Personal and health information collected by the Victorian WorkCover Authority (WorkSafe) and its Agents on this form is used for the purpose of processing, assessing and managing claims under Victorian workers’ compensation legislation to assist with a worker’s rehabilitation and return to work and to assist WorkSafe and its Agents to better manage claims generally.*

*For the purposes of processing, assessing and managing a claim, WorkSafe and the Agent of the Worker’s employer may use and/or disclose personal and health information collected in this form or about the worker to each other and to the following types of organisations: - employees, contractors of WorkSafe and its Agents; - employers of the Worker; - solicitors, medical practitioners and other health service providers, private investigators, loss adjusters and other service providers acting on behalf of WorkSafe or the Agent in relation to the claim; - the Accident Compensation Conciliation Service and Medical Panels; - a court or tribunal in the course of criminal proceedings or any proceedings under any of the Acts which WorkSafe administers; - any other person, organisation or government agency authorised by the individual the information is about, or by law, to obtain the information.*

*An individual may request access to personal and health information about them collected by WorkSafe or an Agent by contacting the Agent. Personal and health information collected by WorkSafe is managed in accordance with the legislation, applicable privacy laws, and the WorkSafe Privacy Policy.*

*The WorkSafe Privacy Policy is available at the nearest the WorkSafe office or at worksafe.vic.gov.au.*