



# Trilogy Care Brokerage Agreement

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## 1. Parties

### a. Trilogy Care:

Company Name:	Trilogy Care Pty. Ltd.
Address:	Tower Office Park, South Tower, 527 Gregory Terrace, Fortitude Valley, QLD 4006
ABN:	44 604 915 200

### b. Contractor:

Contractor name:	Meals on Wheels Queensland
Address:	Unit 16/ 27 South Pine Road  Brendale  Queensland  4500
ABN:	63 104 919 974

## RECITALS

- a. Trilogy Care provides a variety of home care packages through a self-managed model to support people with complex care needs to enable them to remain living at home.
- b. Trilogy Care utilises a case management model of service delivery with individual Care Managers for each client based on an assessment of needs and an agreed care plan.
- c. Trilogy Care may purchase services on behalf of its clients from the Contractor by way of issuing a service request to the Contractor, in which case, Services are to be provided by the Contractor in accordance with this agreement.

## 2. Term

This agreement will operate for the period specified in Schedule One or until otherwise terminated in accordance with this agreement.



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### 3. Service Description

Trilogy Care will develop a care plan with a client and determine with the Client the Services to be provided to the Client, with relevant elements of the care plan to be followed by the Contractor on providing the Services.

The Contractor will perform Services requested by Trilogy Care detailed in Schedule One and set out in a service request or as otherwise agreed in writing with the Trilogy Care. The Services may include transportation where appropriate.

## 4. Roles and Responsibilities

### THE CONTRACTOR WILL:

- a. Deliver the requested Services to nominated Clients in a competent and professional manner in accordance with:
  - I. the Standards;
  - II. all applicable legislative and regulatory requirements;
  - III. all applicable Guidelines;
  - IV. all applicable policies and directions of the Trilogy Care;
  - V. all service delivery requirements applying to the delivery of the services by the Trilogy Care pursuant its own contractual obligations; and
  - VI. industry best practice.
- b. Ensure the Services are delivered in a timely, sensitive, and caring manner, consistent with the obligations of approved providers under the Act, respecting the Client's rights, including rights under the Charter of Aged Care Rights, upholding high standards of trust, confidentiality, privacy, dignity, respect, and integrity and enhancing the quality of life of the Client and their carers.
- c. Demonstrate responsiveness to the cultural, linguistic, religious, personal, social and care circumstances of the Client.
- d. Promptly notify Trilogy Care if a client purports to cancel, suspend or vary requested Services and not implement or act on those changes without our prior approval from Trilogy Care.
- e. Notify Trilogy Care promptly where there is a variance to the client's usual circumstances including:
  - I. a Client being absent during a prescribed attendance;
  - II. an emergency situation with a Client warranting third party assistance or intervention;
  - III. any accident, injury or near misses involving Clients or staff;
  - IV. staff forming a reasonable belief that a client has been or is at risk of being neglected or abused or holding significant concerns for the wellbeing of a Client for any other reason; and
  - V. material complaints made by Clients or third parties in connection with the conduct or the provision of the Services.
- f. Comply with all Trilogy Care staffing requirements in the delivery of the Services to the Client.
- g. Structure its service provision on the principles of Consumer Directed Care.
- h. Implement prudent policies and procedures for preventing, identifying, and responding to the neglect and abuse of Clients, acceptable to Trilogy Care.
- i. Provide an uninterrupted service to the Client. Any potential disruption to service due to staff shortage or leave must be discussed with the Care Manager.
- j. Ensure that where motor vehicles are used whilst performing the Services under this agreement, the Contractor has procedures in place to ensure that each driver:
  - I. holds a current driver's licence; and
  - II. is medically fit to drive (including but not limited to being free from the effects of drugs and alcohol).
- k. In relation to any vehicle used in the provision of the Services the Contractor has procedures in



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place to ensure that such a vehicle:

- I. is roadworthy;
  - II. is covered by motor vehicle insurance including insurance covering risk of property damage to third parties; and
  - III. is registered.
- I. Ensure that their staff do not undertake financial transactions on behalf of the Client without the consent of the Client and the prior express approval of Trilogy Care.
  - m. Whilst this agreement is in place, and for a period of twelve months following the termination or expiration of this agreement, the Contractor will not directly, or through a third party or agent, solicit any services from any Client which the Contractor has provided services to on behalf of Trilogy Care, where such business would be in competition with Trilogy Care.
    - I. If it has been found that the Contractor has or is attempting to solicit Trilogy Care's Clients, the Trilogy Care shall be entitled to terminate this agreement immediately.
    - II. In the event the Contractor has transacted directly with the Client for their services, Trilogy Care is entitled to the equivalent of up to twelve (12) months' income, based on what the Trilogy Care would have been in receipt of, as a result of servicing that particular Client which was solicited by the Contractor.
  - n. Deliver only those services specified in Schedule One, item B of this agreement, unless approved in writing in advance by Trilogy Care.

#### **TRILOGY CARE WILL:**

- a. Ensure assessment of the Client's needs in accordance with Trilogy Care's obligations under the Act.
- b. Be the authorised agent for the purchase of the Services.
- c. Monitor the Services under the direction of the Care Manager (although such oversight does not relieve, vary, or waive the Contractor's obligations under this agreement).
- d. Develop a care plan that identifies the type, level and duration of services required and tasks to be undertaken.
- e. Remunerate the Contractor for Services rendered in accordance with this agreement at the agreed rates within thirty(30) days after a satisfactory invoice has been received, if at that time Trilogy Care has received payment under the Client's home care package. Otherwise, payment is to be made as soon as practicable after Trilogy Care holds Client funds for payment to the Contractor.
- f. On request, give the Contractor:
  - I. copies of the Trilogy Care's applicable internal policies applying to the Services;
  - II. copies of or information about the service delivery requirements that apply to Trilogy Care pursuant to the Trilogy Care's contractual obligations.
- g. Provide the Contractor with as much notice as is practicable if a service request needs to be cancelled or varied.
- h. Not be required to require a minimum volume or any particular volume of Services from the Contractor in respect of any period.



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## 5. Nature of the Relationship

- a. There is no relationship of employment created between Trilogy Care and the Contractor or Trilogy Care and the Contractor's staff.
- b. The Contractor must not hold itself out to be an employee, agent, partner, or joint venturer of Trilogy Care.
- c. The Contractor is an independent contractor for the supply of Services to Trilogy Care's Client.



## 6. Privacy and Confidentiality

- a. The Contractor must comply with the privacy policy of Trilogy Care and all applicable privacy legislation including the Privacy Act 1988 (Cth) and any applicable state privacy and/or health records laws.
- b. Trilogy Care and the Contractor will protect the confidentiality of all information provided to each other under this agreement.
- c. Neither party will disclose any information provided to it by the other party unless the information is in the public domain or required to be provided by law.
- d. The Contractor:
  - will not disclose any personal information about the Client without the prior written consent of the Client unless permitted or required to do so by law; and
  - must obtain all necessary consents to share personal information of staff with Trilogy Care.
- e. All records in relation to the Client remain the property of Trilogy Care.
- f. The Contractor must promptly notify Trilogy Care in writing of an actual or suspected data breach affecting personal information relevant to this agreement.

## 7. Client Complaints and Feedback

- a. The Contractor must:
  - ensure Clients are encouraged and supported to provide feedback and make complaints in connection with the services;
  - implement a feedback and grievance procedure acceptable to Trilogy Care and ensure that staff and Clients are aware of their rights and obligations under that procedure including their right to complain to the Aged Care Quality and Safety Commission; and
  - deal with Client feedback fairly, promptly, confidentially, without retribution, to improve the quality of the Services.
- b. The Contractor must:
  - promptly report any Client complaint to Trilogy Care and provide Trilogy Care with any information Trilogy Care reasonably requires for the purposes of meeting Trilogy Care's reporting or disclosure obligations in relation to complaints or investigations under the Act or the Guidelines; and
  - if requested by Trilogy Care, assist Trilogy Care and any regulatory authority (including the Department of Health or Aged Care Quality and Safety Commission) in the investigation of any Client complaint.

## 8. Dispute Resolution

- c. Before resorting to external dispute resolution mechanisms, the parties shall attempt to settle by negotiation any dispute in relation to this agreement including by referring the matter to a mediator for mediation.
- d. A mediator shall be appointed by the parties or failing agreement within fifteen (15) business days, appointed by the President for the time being of the Law Society of NSW. The mediator's costs shall be borne equally by the parties.
- e. If a dispute is not settled by the parties within fifteen (15) business days of a mediator being appointed the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanisms as may be agreed in writing between the parties.
- f. Notwithstanding the existence of a dispute, each party shall continue to perform its obligations under this agreement.
- g. A party may commence court proceedings relating to any dispute arising from this agreement at any time where that party seeks urgent interlocutory relief.
- h. This clause shall survive the expiration or termination of this agreement.

## 9. Variations to Service

- a. The parties agree that this agreement may be amended by agreement between the representatives of both parties.
- b. Proposals for variations to this agreement must be put in writing to either party.

## 10. Records, Compliance Certification and Audit

- a. The Contractor must maintain complete and accurate records regarding the Services, demonstrating compliance with this agreement, including an up-to-date register of the qualifications, endorsements, registrations, certifications, accreditations, licenses, assessments, and clearances of staff concerned with the provision of the Services. A template register is annexed to this agreement.
- b. At the request of Trilogy Care the Contractor must allow and facilitate access to all records, accounts, documents, and papers relating to this agreement and allow copies of these materials to be taken by the following:
  - the Department of Health or any other funding or regulatory body or agency.
- c. Without limiting the right of inspection, Trilogy Care may from time to time elect to audit and/or engage a third party to audit the Contractor's compliance with all or part of this agreement, with the method of auditing being determined by Trilogy Care. The Contractor must promptly comply with Trilogy Care's directions concerning the undertaking of a notified audit, including directions as to the scope and sample of information to be assessed.
- d. If requested by Trilogy Care, you must complete and satisfy any compliance certification notified by Trilogy Care, including certification of the Contractor's insurance and the Contractor's ability to satisfy the requirement to engage suitably qualified personnel who have cleared all applicable suitability assessments and background checks.

## 11. Termination of Agreement

- a. Either party may terminate this agreement by giving 10 business days' notice in writing to the other party, providing the continuity or services to the Client is assured by the parties.
- b. Trilogy Care may terminate this agreement without cause by providing 10 business days' written notice.
- c. The Contractor may terminate this Agreement by providing 10 business days' written notice to Trilogy Care if Trilogy Care fails to remedy a serious or persistent breach of any of the provisions of this agreement within 10 business days after written notice of that failure has been given to the Trilogy Care by the Contractor.

**This agreement is terminated without notice if either party:**

- a. becomes bankrupt or insolvent or is wound up; or
  - I. makes an assignment of its estate for the benefit of creditors or entered into any agreement or composition with its creditors or has a receiver, manager or administrator appointed on behalf of the debenture holders or creditors; or
  - II. goes into liquidation or passes a resolution to go into liquidation otherwise for the purpose of reconstruction and will become subject to any petition or proceedings in a Court for its compulsory winding up will become subject to the supervision order of a Court either voluntarily or otherwise; or



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- III. suffers an execution against its assets having an adverse effect on its ability to perform this agreement.
- b. Termination of the agreement for any reason does not affect one party's right of action against the other party in respect of any breaches of any of the conditions of this agreement for the termination of this Agreement.
- c. Any condition in this agreement capable of having effect after the termination of this agreement shall continue to be binding and effective as against the parties, including conditions dealing with record-keeping, access to records, confidentiality and privacy, insurance, indemnities, intellectual property, and consequences of termination.
- d. The Services are believed to be unsafe or not compliant with the Standards.

## 12. Suspension of Services

- a. If for any reason the provision of Services to Trilogy Care's Client is suspended by either Trilogy Care or the Client, Trilogy Care will notify the Contractor in writing of the suspension period and the Contractor will not provide Services during the suspension period unless otherwise agreed with Trilogy Care.
- b. During the period of suspension, the Contractor shall not be entitled to render an account except in relation to any Services provided to the Client with the consent of Trilogy Care.

## 13. Review of Agreement

- a. This agreement will be reviewed within twelve (12) months of both parties signing the agreement.
- b. The basis of the review will be the compliance by the Contractor with this agreement. However, Trilogy Care may elect to conduct an internal review of the Contractor at another stage throughout the year.
- c. This agreement will continue on a month-to-month basis after the 12 month period if no new agreement is signed until terminated by either party issuing a notice of termination, for any reason, to the other party.

## 14. Payment

- a. The Fee Schedule for Services is located in Schedule One.
- b. The Fee Schedule may be reviewed annually by the Contractor to ensure that the cost per hour of service is consistent with the actual cost of service provision. Where a review determines that the Fee Schedule should be revised agreement should be sought between the Trilogy Care and the Contractor.
- c. The Contractor will not be entitled to payment where:
  - it has been advised by the Client or Trilogy Care that the Service has been suspended with more than twenty four (24) hours' notice;
  - Services are not invoiced within 60 days of Services having been provided; and
  - Trilogy Care deducts any amount the Contractor owes Trilogy Care.
- d. Any payment made by Trilogy Care is not evidence of the Services having been satisfactorily carried out in accordance with the agreement, but payment on account only.

## 15. GST

Where GST is applicable on Services provided by the Contractor tax invoices are to be inclusive of GST.

If Trilogy Care is required to reimburse the Contractor for amounts paid or costs incurred, the amount Trilogy Care is required to pay is to be reduced by the value of any input tax credit that the Contractor is entitled to claim in respect of the cost or expense.

## 16. Staffing Requirements

### The Contractor will ensure that:

- a. Staff are matched to meet the Client's needs.
- b. Staff meet the regulatory and public health directives regarding immunisations and infection control and screening procedures and Trilogy Care's associated or supporting directions and procedures.
- c. Staff can perform the Services outlined in Schedule One and a service request.
- d. Staff monitor the Client's needs and liaise with the Care Manager regarding the Client's needs.
- e. All staff provided hold appropriate qualifications and is registered with AHPRA or any other relevant government agency where applicable in accordance with Schedule Three.
- f. All staff members or volunteers delivering the Services under this agreement have all necessary clearances including:
  - I. a satisfactory police certificate, which is not more than three years old;
  - II. a statutory declaration if the staff member has been a citizen or permanent resident of a country other than Australia; and
  - III. being satisfactory to Trilogy Care staffing clearances and requirements, as notified.
- g. Staff not authorised to administer medication in accordance with applicable legislation and Trilogy Care's medication management policy will only prompt, monitor and/or observe the administration of the client's medication.
- h. Staff are experienced and appropriately trained to meet the specific needs of the client.
- i. Staff work under the direction of the Care Manager, consumer or representative, and the Contractor's nominated manager.
- j. Volunteers are not retained to provide the Services under this agreement.
- k. Staff members are aware of and familiar with Trilogy Care's policies and procedures relating to police certificates and to the prevention of elder abuse.
- l. Trilogy Care may, in its discretion, put in place suitable arrangements to ensure that the Contractor's staff do not have unsupervised access to the Client and the Contractor agrees to comply with such arrangements.

For more information about assessing police certificates, including the different types, please see the following [resource](#).

## 17. Subcontracting and Assignment

- a. The Contractor will not engage a subcontractor or assign a right or interest under this agreement without the consent of Trilogy Care.
- b. In order to ensure continuous client care, where the Contractor is unable to source staff required to fulfil the service requirement the Contractor may subcontract staff at no additional cost to the Trilogy Care with the consent of Trilogy Care.
- c. The Contractor will ensure that subcontracted staff:
  - I. meet the staffing requirements set out in this agreement; and
  - II. deliver the Services in accordance with the Contractor's obligations in this agreement.





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## 18. Occupational Health and Safety

- a. The Contractor acknowledges that Trilogy Care:
  - makes no warranties or covenants as to the safety or fitness of sites to be entered in connection with the Services and on entering sites the Contractor and all staff the Contractor is responsible for must make their own assessment and exercise their own judgement; and
  - is not the employer of staff or subcontractors providing the services to the Client.
- b. The Contractor will ensure that its staff are competent to carry out an assessment of occupational health and safety risks and that any changes to the risk level of the client, visitors or staff are advised to the Care Manager as soon as possible.
- c. If Trilogy Care provides the Contractor with a risk assessment or behaviour support plan, the Contractor must assess the veracity and currency of that statement or plan, taking into account changing circumstances and environmental factors, and otherwise undertake an assessment of the risk associated with the Services and areas accessed in connection with the Services, so as to meet the Contractor's obligations under workplace health and safety laws, regulations, and codes of practice.
- d. The Contractor must as soon as practical notify Trilogy Care in writing of all incidents, injuries or risks to health and safety affecting or likely to affect our client at a site relevant to the Services.

## 19. Cancellations

- a. The Contractor may not cancel services already rostered for a Client unless the Contractor can show that there is insufficient or unsuitable staff available for the care and services at that time.
- b. In the event that cancellation may be necessary, the Contractor must:
  - I. promptly make every attempt to source alternate staff to meet the requirements of the client; and
  - provide as much notice as possible to the Trilogy Care.
- c. Except in the case of an emergency, a minimum of 24 hours' notice will be provided for cancellations by the Client and/or Care Managers.

## 20. Force Majeure

Trilogy Care will not be liable for any failure or delay in performing an obligation under this agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.



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## 21. Communication

- a. In an emergency situation, incident or accident, the attending staff of the Contractor must initiate contact with appropriate medical and emergency services and advise Trilogy Care at the earliest convenience on the same day.
- b. The Contractor must advise the Trilogy Care of any accident or incident involving or otherwise relating to the Client or any other change in the Client's needs.

## 22. Insurance

- a. The Contractor must hold current insurance coverage including but not limited to the following:
  - I. Public/Products Liability Insurance not less than \$5 million;
  - II. Professional Indemnity Insurance (if relevant);
  - III. Workers Compensation Insurance where required by law.
- b. The Contractor must provide Trilogy Care with a certificate of currency in relation to each or any of the above policies if requested by Trilogy Care.

## 23. Indemnity

The Contractor agrees to indemnify and keep indemnified Trilogy Care, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them arising from the Contractor's performance or purported performance of its obligations under this agreement other than negligent acts or omissions of Trilogy Care.

## 24. Security of Place

- a. The Contractor must ensure the continuity of Services to the Client.
- b. The Contractor agrees not to withdraw the Services without adhering to the terms of this agreement and any legislative requirements.

## 25. Notices

**Any notice required to be served under this agreement is deemed served if:**

- a. In the case of Trilogy Care it is posted to or left at the address of Trilogy Care as provided in Schedule One or such other address notified in writing by Trilogy Care to the Contractor from time to time; and
- b. In the case of the Contractor, it is posted or left at the Contractor's address as provided in Schedule One, or such other address notified in writing by the Contractor to Trilogy Care from time to time.





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## 26. Non-Waiver

- a. No time or indulgence granted by Trilogy Care to the Contractor nor any failure on the part of Trilogy Care to take action in respect of any breach by the Contractor of the Contractor's obligations set out in this agreement constitutes a waiver of any of the provisions of this agreement with respect to any subsequent or continuing breach.
- b. The failure by Trilogy Care to exercise any right given to it pursuant to this agreement shall not constitute a waiver by Trilogy Care of its right at any later time to require compliance with such provisions.

## 27. Void Provisions

If any one, or more of the provisions of this agreement is held to be illegal, void, or voidable at the option of Trilogy Care, such provisions shall be severed from the remaining provisions which shall remain binding and enforceable against the Contractor.

If a conflict exists between this agreement and the Contractor's proposal or standard terms of trade (including invoices), then this agreement will prevail. All prior representations, warranties, arrangements, understandings, and agreements concerning the subject matter of this agreement are superseded by this agreement.

## 28. Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the country, state or territory in which the Services are provided.

## 29. Defined Terms

In this agreement, unless inconsistent with the context:

- a. **Act** means means the Aged Care Act 1997 (Cth) and (if applicable) the Aged Care (Transitional Provisions) Act 1997 (Cth) and any principles made under those Acts;
- b. **Care Manager** means the care manager of a client specified by Trilogy Care;
- c. **Clients** means a recipient of home care as nominated in a service request from Trilogy Care;
- d. **Contractor** means the party of that name specified in the particulars to this agreement;
- e. **Guidelines** includes any of the following, insofar as these apply to the Services provided:
  - i. the Commonwealth Standard Grant Agreement including annexures or schedules; and
  - ii. means the Home Care Packages Program Operational Manual published by the Australian Government, Department of Health including any annexures, associated guidelines, variations and successors to this,
- f. and any other applicable funding conditions notified to the Contractor by Trilogy Care;
- g. **KPIs** means the performance measures agreed by Trilogy Care and the Contractor in connection with this agreement;
- h. **Services** means the services to be provided to the Client(s) by you as specified in this agreement and any service request;
- i. **Standards** means the standards set out in the Act for the delivery of home care, including any amendments to those standards from time to time, and any other standards to be met on delivering the Services under other applicable laws and Guidelines or a direction from Trilogy Care; and
- j. **Trilogy Care** means the party of that name specified in the particulars to this agreement.



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## 30. Checklist

Items to be sent to Trilogy Care with this agreement if it has not been submitted previously.

Current Police Check & Statutory Declaration Register

Current Certificate of Currency for all relevant Insurances.

Appropriate Annexure has been read and all terms and conditions are accepted/agreed to



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## 31. Executed as an Agreement

### TRILOGY CARE:

Signed for and on behalf of: <b>Trilogy Care</b>	Signature: <i>Gamara van der Warp</i>
	Print Name: _____
	Position: _____
	Date: _____

**Document Prepared by:** Sarah Dent -  
sarahd@trilogycare.com.au

### CONTRACTOR:

Signed for and behalf of:	Signature: <i>Evan Hill</i>
	Print Name: _____
	Position: _____
	Date: _____



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## 32. Schedule One: Fees and Services

a. **Contractor – Period/Term**      Start Date:

End Date (if applicable):

The Start date of this agreement is to directly follow the end of the current arrangement and the end date shall be deemed as two years after this agreement start date.

b. **Services Checklist of Services from Annexure**

- |     |   |
|-----|---|
| (A) | Allied Health Services                            |
| (B) | Home Care, Personal Care, Transportation, Respite |
| (C) | Nursing Care                                      |
| (D) | Meals   |
| (E) | Home Maintenance and Occasional Services          |

c. **Price**

Do you have a Price List?

**YES - Please attach through Annexure G.**

**NO – Complete section below.**

**Attach your Price List Here..**

- |     |                              |    |
|-----|------------------------------|----|
| I.  | Cost per Visit (if relevant) | \$ |
| II. | Cost per hour                | \$ |
| I.  | Other (Travel)               | \$ |

### 33. Commonwealth of Australia Statutory Declaration

#### STATUTORY DECLARATION

*Statutory Declarations Act 1959 (as amended)*

I, \_\_\_\_\_ of \_\_\_\_\_  
 [Full name of entity providing services – herein after referred to as the “Contractor”]

ABN:

Address:

make the following declaration under the Statutory Declarations Act 1959 (as amended):

1. All persons over the age of 16 who have been employed, hired, retained or contracted by the service provider (herein referred to as “staff member”) and who will provide services under this contract between **Trilogy Care** and the Contractor who will have or are reasonably likely to have unsupervised access to the care recipients of **Trilogy Care** have:
  - (a) A Police Certificate that is dated not more than three (3) years before the first day on which the staff member is to provide services under the contract, and which *does not* record that the staff member has been:
    - (1) convicted of murder or sexual assault; or
    - (2) convicted of and/or sentenced to imprisonment for any other form of assault.
2. If a staff member had been, at any time since she or he turned 16, a citizen or permanent resident of a country other than Australia that person has made a Statutory Declaration stating that they have never been:
  - (a) convicted of murder or sexual assault; or
  - (b) convicted of and/or sentenced to imprisonment for any other form of assault.
3. All original or certified copies of Police Certificates, Working with Children Checks and all original Statutory Declarations pursuant to paragraphs 1 and 2 above are in the possession of the Contractor or the Contractor has records held by an authorised agent.
4. No person/staff member will be allowed to continue to provide services under the contract, detailed in paragraph 1 above, if there is for that person a Police Certificate or Statutory Declaration that records that the person has been:
  - (a) convicted of murder or sexual assault; or
  - (b) convicted of and/or sentenced to imprisonment for any other form of assault.
5. Each staff member has been assessed as suitable to work in aged care/NDIS/ CHSP having regard to any criminal history disclosed by the Police Certificate or the staff member.



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6. All staff members within the organisation have the required number of vaccinations (including boosters) for Covid-19 as mandated by the Department of Health in the states this organisation operates within.
7. All staff members within this organisation hold appropriate qualifications and have professional memberships to complete the work for which they are engaged and the organisation has procedures in place to obtain and store these, renewing evidence prior to expiry dates.
8. All staff members are appropriately insured for the services they provide - including professional indemnity for personal care, nursing, allied health and other healthcare providers. The organisation has procedures in place to collect and store this information and renew it prior to the expiry OR the organisation holds it's own insurances that cover the staff members of the service and will provide the Certificates of Currency with this agreement.
9. I am authorised to make this declaration by the service provider and do so from my own direct knowledge.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory Declarations Act 1959 (as amended) and I believe that the statements in this declaration to be true in every particular.

#### Declared at

[place]

**on**

[day] [month] [year]

For an on behalf of:

[Full name of Contractor]

Signed:

Position:

**NOTE 1** - A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years - see section 11 of the Statutory Declarations Act 1959 (as amended).

**NOTE 2** - Chapter 2 of the Criminal Code applies to all offences against the Statutory Declarations Act 1959 (as amended) - see section 5A of the Statutory Declarations Act 1959 (as amended).

## 34. Annexure A – Allied Health Service Contractors

### SERVICE PROVIDER CONTRACT SERVICE STANDARDS AND SERVICE DELIVERY REQUIREMENTS:

The following requirements are applicable to the Contractor when delivering allied health services.

#### PERFORMANCE STANDARDS

It is essential that the following performance standards are achieved:

Services are delivered:

- I. in a professional manner;
  - II. promptly;
  - III. in accordance with relevant legislative and regulatory requirements; and
  - IV. to the standards of industry best practice at all times.
- a. Performance of the Services is not interfered with, delayed or hindered by any other work the Contractor may be doing under any other contract or arrangement with any other person or organisation.
  - b. Brokered staff commence work for the Contractor on a time and date that has been advised and authorised by Trilogy Care. If the Contractor is unable to provide appropriate staff, the Contractor is to notify the Care Manager as soon as possible.
  - c. All Personal Information is kept confidential except where required or authorised by law.

#### SERVICE DELIVERY REQUIREMENTS

The Contractor will deliver Services in accordance with the following requirements:

- a. Services are delivered in accordance with this agreement and individual service requests.
- b. The Contractor will contact Trilogy Care Staff immediately if, for any reason, the service is not able to be delivered in accordance with the service request and this agreement.
- c. The Contractor will notify Trilogy Care Staff if any further allied health services are necessary.
- d. In the event of an emergency, the Contractor's staff will:
  - I. adhere to their own emergency protocols;
  - II. contact 000; and
  - III. notify Trilogy Care Staff immediately

The Contractor's staff will report all changes pertaining to the Client's circumstances so that the Client's overall care can be monitored and adjusted accordingly. Changes to report include but are not limited to:

- I. Any unusual reluctance to go out or participate in regular planned social activities.



- II. Any changes in hygiene tasks / dietary intake / walking or transferring ability / continence issues that have not been evident previously.
  - III. Any changes in usual behaviour.
  - IV. Any changes to the client's safety or comfort in the home.
  - V. Any change in the stress or coping ability of the carer.
  - VI. Any changes to the staff member's working environment that may impact on the safe and effective delivery of Services such as occupational health and safety issues.  
Any other changes of concern.
- a. The Contractor is to report changes directly to Trilogy Care Staff or, when unavailable, to the telephone duty worker (during business hours) or the emergency after hours service.
  - b. All Client files will be stored in a locked filing cabinet or password protected IT data system.

#### STAFFING REQUIREMENTS

The Contractor will ensure that staff engaged to deliver allied health services:

- a. Have relevant tertiary qualifications (Trilogy Care at any time can request to see qualifications).
- b. Are registered with AHPRA where applicable (Trilogy Care at any time can request to see registration).

#### CONTINUOUS IMPROVEMENT

As an organisation Trilogy Care is constantly seeking opportunities for improvement and all staff and the Contractor must assist with this process where possible. This may be through identifying problems or suggesting improvements to a Trilogy Care Staff, Team Coordinator or to the Complaints Officer. Complaints and suggestions for improvement are dealt with under Trilogy Care's Complaints Policy.

#### OCCUPATIONAL HEALTH & SAFETY

- a. Before the Contractor delivers the Services, a risk assessment of the home environment will be completed by Trilogy Care Staff.
- b. The Contractor must comply with and observe (and must ensure that its employees, subcontractors and suppliers comply with and observe):
  - I. The provisions of relevant workplace health and safety legislation, including any regulations and Codes of Practice thereunder; and
  - II. Trilogy Care's Occupational Health & Safety Policy (as amended by Trilogy Care from time to time) (if applicable).
- c. Any identified risk issue/s need to be reported to Trilogy Care Staff as soon as possible.

## 35. Annexure B – Home Care, Personal Care, Transportation, Respite Care

### SERVICE PROVIDER CONTRACT SERVICE STANDARDS AND SERVICE DELIVERY REQUIREMENTS:

The following requirements are applicable to the Contractor when delivering home care, personal care and respite care services.

#### PERFORMANCE STANDARDS

It is essential that the following performance standards are achieved:

- a. Services are delivered:
  - I. in a professional manner;
  - II. promptly;
  - III. in accordance with relevant legislative and regulatory requirements; and
  - IV. to the standards of industry best practice at all times.
- b. Performance of the Services is not interfered with, delayed, or hindered by any other work the Contractor may be doing under any other contract or arrangement with any other person or organisation.
- c. Brokered staff commence work for the Contractor on a time and date that has been advised and authorised by Trilogy Care. If the Contractor is unable to provide appropriate staff, the Contractor is to notify Trilogy Care staff as soon as possible.
- d. All Personal Information is kept confidential except where required or authorised by law.

#### SERVICE DELIVERY REQUIREMENTS

The Contractor will deliver Services in accordance with the following requirements:

- a. Services are delivered in accordance with this agreement and individual service requests.
- b. The Contractor will contact Trilogy Care Staff immediately if, for any reason, the service is not able to be delivered in accordance with the service request and this agreement.
- c. The Contractor will notify Trilogy Care Staff if any subsequent home care, transportation, personal care and/or respite care services are necessary.
- d. In the event of an emergency, the Contractor's staff will:
  - I. adhere to their own emergency protocols;
  - II. contact 000; and
  - III. notify Trilogy Care Staff immediately.

- e. The Contractor's staff will report all changes pertaining to the Client's circumstances so that the Client's overall care can be monitored and adjusted accordingly. Changes to report include but are not limited to:
  - I. Any unusual reluctance to go out or participate in regular planned social activities.
  - II. Any changes in hygiene tasks / dietary intake / walking or transferring ability / continence issues that have not been evident previously.  
Any changes in usual behaviour.
  - IV. Any changes to the Client's safety or comfort in the home.
  - V. Any change in the stress or coping ability of the carer.
  - VI. Any changes to the staff member's working environment that may impact on the safe and effective delivery of Services such as occupational health and safety issues.
  - VII. Any other changes of concern.
- f. The Contractor is to report changes directly to Trilogy Care Staff or, when unavailable, to the telephone duty worker (during business hours) or the emergency after hours service.
- g. All Client files will be stored in a locked filing cabinet or password protected information technology data system.

### STAFFING REQUIREMENTS

The Contractor will ensure that:

- a. Each staff member has the relevant qualifications and/or relevant experience to complete the task.
- b. Brokered staff are matched with the special needs of clients as identified by Trilogy Care (for example ethnicity, language, gender and/or religious beliefs etc).
- c. All Personal Care and Respite care staff have a minimum of Certificate III in Aged Care / Disability which complies with current industry standards. Trilogy Care may ask for evidence of qualification.
- d. Upon being advised that a staff member is not acceptable, the Contractor will take immediate steps to remove that staff member, provide an alternative acceptable replacement worker, ensuring there is no interruption to the provision of the Services.

### CONTINUOUS IMPROVEMENT

As an organisation Trilogy Care is constantly seeking opportunities for improvement and all staff and the Contractor must assist with this process where possible. This may be through identifying problems or suggesting improvements to a Trilogy Care Staff, Team Coordinator or to the Complaints Officer. Complaints and suggestions for improvement are dealt with under Trilogy Care's Complaints Policy.

## OCCUPATIONAL HEALTH & SAFETY

- a. Before the Contractor delivers the Services, a risk assessment of the home environment will be completed by Trilogy Care Staff.
- b. The Contractor must comply with and observe (and must ensure that its employees, subcontractors and suppliers comply with and observe):
  - I. The provisions of relevant workplace health and safety legislation, including any regulations and Codes of Practice thereunder; and
  - II. Trilogy Care's Occupational Health & Safety Policy (as amended by Trilogy Care from time to time) (if applicable).
- c. Any identified risk issue/s need to be reported to Trilogy Care Staff as soon as possible.

## PERSONAL CARE DUTIES

Duties that personal care workers may be expected to perform will be identified on the Client's Care Plan and individual service requests. These duties could include, but are not limited to:

- a. Personal Hygiene
  - I. Bathing / showering / sponging in bed.
  - II. Assistance with dressing and undressing.
  - III. Clothing selection for appropriateness and cleanliness;
  - IV. Grooming - hair, shaving.
  - V. Teeth/ denture cleaning.
  - VI. Application of appropriate aids and splints such as Thrombotic Embolic Stocking, Ankle Foot Orthosis, artificial limbs, glasses, dentures, hearing aids etc.
  - VII. Maintenance of skin integrity – eg inspection of skin, cream application for dry skin, inspection, drying of skin folds and between toes.
  - VIII. Changing of prescribed continence products.
  - IX. Tidying of bathroom post shower and leave tidy. No water left on floor.
  - X. Application / and removal of condom drainage system.
  - XI. Bowel monitoring and offering toilet prior to any procedure.
  - XII. Assist with clothing adjustment and personal hygiene post toilet.
  - XIII. Monitoring of client safety - No standing in shower / adjusting tap temperature prior to client entering shower / non-slip mat / rails / appropriate seating / handheld shower. Fostering independence and decreasing dependence on the Client's carer (if any).
  - XV. Adjusting of the environmental temperature to suit the Client e.g., heating in winter etc.
  - XVI. Education and use of universal precautions as required by all staff.

### HOME CARE DUTIES

Duties that home care workers may be expected to perform will be identified on the Client's Care Plan and individual service requests. These duties could include, but are not limited to:

- a. Sweeping, vacuuming and washing floors.
- b. Cleaning the bathroom and toilet.
- c. Changing bed linen and re-making bed.
- d. Laundry / hanging out and bringing in clothing from a line or placing on a clothes horse.
- e. Ironing.
- f. Assisting with heating a meal / preparing a meal.
- g. Washing dishes and cleaning after food preparation.
- h. Dusting.
- i. Cleaning tabletops / bench tops etc.
- j. Putting rubbish out.
- k. Cleaning oven / fridges etc.
- l. Emptying / cleaning commodes or urinals.

### RESPIRE CARE DUTIES

In the delivery of in-home respite, some home care duties may also be requested by the Client or carer. These are set out in Schedule Three, Part B, Clause 7 above.

### MOBILITY AND TRANSFERS

- a. Mobility and transfer requirements are described in the Client's Care Plan and individual service requests (e.g., 1 or 2 people assist, sliding board or hoist etc.).
- b. If the Client's ability to mobilise or to transfer alters or the staff member has difficulty in managing the transfer, they must notify their supervisor immediately, who will then notify Trilogy Care Staff.
- c. Equipment provided to enable mobility or to transfer Client must be used at all times.
- d. The Contractor must ensure that staff are skilled in using any equipment provided.

### MEDICATIONS

Home Care and Personal Care workers are not permitted to administer medication however they must, if directed by Trilogy Care:

- a. Assist or prompt clients to self-administer medication from labelled, original containers or Dose Administration Aids such as a Webster pack or Dossette container.
- b. Check that medication has been taken correctly from the appropriately labelled blister or compartment.



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- c. Ensure that medication is taken when prompted and observe that it has been taken.
- d. Monitor if and when medications are getting low and notify the Client's representative or Trilogy Care Staff.
- e. Ensure that medications are kept in the designated place, or as directed by the Client Care Information and Task List, if it is the Personal Care worker's instruction to prompt medications.
- f. Report immediately any evidence of the Client not taking medication correctly or discrepancies in medication.

## 36. Annexure C – Nursing Care

### SERVICE PROVIDER CONTRACT SERVICE STANDARDS AND SERVICE DELIVERY REQUIREMENTS:

The following requirements are applicable to the Contractor when delivering nursing care services:

#### PERFORMANCE STANDARDS

It is essential that the following performance standards are achieved:

- a. Services are delivered:
  - I. in a professional manner; promptly;
  - II. in accordance with relevant legislative and regulatory requirements; and
  - III. to the standards of industry best practice at all times.
- b. Performance of the Services is not interfered with, delayed or hindered by any other work the Contractor may be doing under any other contract or arrangement with any other person or organisation.
- c. Brokered staff commence work for the Contractor on a time and date that has been advised and authorised by Trilogy Care. If the Contractor is unable to provide appropriate staff, the Contractor is to notify Trilogy Care Staff as soon as possible.
- d. All Personal Information is kept confidential except where required or authorised by law.

#### SERVICE DELIVERY REQUIREMENTS

The Contractor will deliver Services in accordance with the following requirements:

- a. Services are delivered in accordance with this agreement and individual service requests.
- b. The Contractor will contact Trilogy Care Staff immediately if, for any reason, the service is not able to be delivered in accordance with the service request and this agreement.
- c. The Contractor will notify Trilogy Care Staff if any subsequent treatments are necessary
- d. In the event of an emergency, the Contractor's staff will:
  - I. adhere to their own emergency protocols;
  - II. contact 000; and
  - III. notify Trilogy Care Staff immediately.
- e. The Contractor's staff will report all changes pertaining to the Client's circumstances so that the Client's overall care can be monitored and adjusted accordingly. Changes to report include but are not limited to:
  - I. Any unusual reluctance to go out or participate in regular planned social activities.



- II. Any changes in hygiene tasks / dietary intake / walking or transferring ability / continence issues that have not been evident previously.
  - III. Any changes in usual behaviour.
  - IV. Any changes to the Client's safety or comfort in the home.
  - V. Any change in the stress or coping ability of the carer.
  - VI. Any changes to the staff member's working environment that may impact on the safe and effective delivery of Services such as occupational health and safety issues.  
Any other changes of concern.
- f. The Contractor is to report changes directly to Trilogy Care Staff or, when unavailable, to the telephone duty worker (during business hours) or the emergency after hours service.
  - g. All Client files will be stored in a locked filing cabinet or password protected IT data system.

### STAFFING REQUIREMENTS

The Contractor will ensure that:

- a. All staff have relevant tertiary qualifications (Trilogy Care at any time can request to see qualifications)
- b. Nursing staff have the relevant qualification and are currently registered.
- c. Nursing staff perform according to applicable codes and guidelines.

### CONTINUOUS IMPROVEMENT

As an organisation, Trilogy Care is constantly seeking opportunities for improvement and all staff and service providers can assist. This may be through identifying problems or suggesting improvements to a Trilogy Care Staff, Team Coordinator or to the Complaints Officer. Complaints and suggestions for improvement are dealt with under Trilogy Care's Complaints Policy.

### OCCUPATIONAL HEALTH & SAFETY

- a. Before the Contractor delivers Services, a risk assessment of the home environment will be completed by Trilogy Care Staff.
- b. The Contractor must comply with and observe (and must ensure that its employees, subcontractors and suppliers comply with and observe):
  - I. The provisions of relevant workplace health and safety legislation, including any regulations and Codes of Practice thereunder.
  - II. Trilogy Care's Occupational Health & Safety Policy (as amended by Trilogy Care from time to time) (if applicable).
- c. Any identified risk issue/s need to be reported to Trilogy Care Staff as soon as possible.



## 37. Annexure D – Meals

### SERVICE PROVIDER CONTRACT SERVICE STANDARDS AND SERVICE DELIVERY REQUIREMENTS:

The following requirements are applicable to the Contractor when delivering home meal services.

#### PERFORMANCE STANDARDS

It is essential that the following performance standards are achieved:

- a. The Client's rights under the Charter are respected at all times (copy available from Trilogy Care).
- b. Services are delivered:
  - I. in a professional manner;
  - II. promptly;
  - III. in accordance with relevant legislative and regulatory requirements; and
  - IV. to the standards of industry best practice at all times.
- c. All food is hygienically prepared, stored and transported.
- d. Food preparation areas and utensils are clean and hygienic.
- e. Staff involved in the handling and preparing of food are trained in food preparation, handling and storage.
- f. Food handling and preparation is done in accordance with any applicable legislation and regulations including the Food Safety Act 1984 and its associated regulations and applicable local government rules and requirements.
- g. Performance of the Services is not interfered with, delayed or hindered by any other work the Contractor may be doing under any other contract or arrangement with any other person or organisation.
- h. Brokered staff commence work for the Contractor on a time and date that has been advised and authorised by Trilogy Care. If unable to provide appropriate staff, the Contractor is to notify Trilogy Care Staff as soon as possible.
- i. All Personal Information is kept confidential except where required or authorised by law.

#### SERVICE DELIVERY REQUIREMENTS

The Contractor will deliver Services in accordance with the following requirements:

- a. Services shall be delivered in accordance with the Client's Care Plan and individual service requests.
- b. The Contractor will contact Trilogy Care Staff immediately if, for any reason, the service is not able to be delivered in accordance with the service request and this agreement.
- c. The Contractor will notify Trilogy Care Staff if any subsequent services are necessary.
- d. In the event of an emergency, the Contractor's staff will:

- I. adhere to their own emergency protocols;
  - II. contact 000; and
  - III. notify Trilogy Care Staff immediately.
- e. The Contractor's staff will report all changes pertaining to the Client's circumstances so that the Client's overall care can be monitored and adjusted accordingly. Changes to report include but are not limited to:
- I. Any unusual reluctance to go out or participate in regular planned social activities.
  - II. Any changes in hygiene tasks / dietary intake / walking or transferring ability / continence issues that have not been evident previously.
  - III. Any changes in usual behaviour.
  - IV. Any changes to the client's safety or comfort in the home.
  - V. Any change in the stress or coping ability of the carer.
  - VI. Any changes to the carers working environment that may impact on the safe and effective delivery of Services such as occupational health and safety issues.
  - VII. Any other changes of concern.
- f. The Contractor is to report changes directly to Trilogy Care Staff or, when unavailable, to the telephone duty worker (during business hours) or the emergency after hours service.

#### CONTINUOUS IMPROVEMENT

As an organisation Trilogy Care is constantly seeking opportunities for improvement and all staff and the Contractor must assist where possible. This may be through identifying problems or suggesting improvements to a Trilogy Care Staff, Team Coordinator or to the Complaints Officer. Complaints and suggestions for improvement are dealt with under Trilogy Care's Complaints Policy.

#### OCCUPATIONAL HEALTH & SAFETY

- a. Before the Contractor delivers Services, a risk assessment of the home environment will be completed by Trilogy Care Staff.
- b. The Contractor must comply with and observe (and must ensure that its employees, subcontractors and suppliers comply with and observe):
  - I. The provisions of relevant workplace health and safety legislation, including any regulations and Codes of Practice thereunder.
  - II. Trilogy Care's Occupational Health & Safety Policy (as amended by Trilogy Care from time to time) (if applicable).
- c. Any identified risk issue/s need to be reported to Trilogy Care Staff as soon as possible.

## 38. Annexure E – Home Maintenance and Occasional Services

### SERVICE PROVIDER CONTRACT SERVICE STANDARDS AND SERVICE DELIVERY REQUIREMENTS:

The following requirements are applicable to the Contractor when delivering home maintenance and occasional services.

#### PERFORMANCE STANDARDS

It is essential that the following performance standards are achieved:

- a. The Client's rights under the Charter are respected at all times (copy available from Trilogy Care).
- b. The worker has the relevant qualifications and/or relevant experience to complete the task.
- c. Services are delivered:
  - I. in a professional manner;
  - II. promptly;
  - III. in accordance with relevant legislative and regulatory requirements; and
  - IV. to the standards of industry best practice at all times.
- d. Performance of the Services is not interfered with, delayed or hindered by any other work the Contractor may be doing under any other contract or arrangement with any other person or organisation.
- e. Brokered staff commence work for the Contractor on a time and date that has been advised and authorised by Trilogy Care. If unable to provide appropriate staff, the Contractor is to notify Trilogy Care Staff as soon as possible.
- f. All Personal Information is kept confidential except where required or authorised by law.

#### SERVICE DELIVERY REQUIREMENTS

Service delivery requirements include:

- a. Services are delivered in accordance with this agreement and individual service requests.
- b. The Contractor will contact Trilogy Care Staff immediately if, for any reason, the service is not able to be delivered in accordance with the service request and this agreement
- c. The Contractor will notify Trilogy Care Staff if further services are necessary.
- d. In the event of an emergency, the Contractor's staff will:
  - I. adhere to their own emergency protocols;
  - II. contact 000; and
  - III. notify Trilogy Care Staff immediately.

- e. The Contractor's staff will report all changes pertaining to the Client's circumstances so that the Client's overall care can be monitored and adjusted accordingly.
- f. The Contractor's staff will report any changes to the staff member's working environment including occupational health and safety issues.

#### CONTINUOUS IMPROVEMENT

As an organisation Trilogy Care is constantly seeking opportunities for improvement and all staff and the Contractor must assist with this process where possible. This may be through identifying problems or suggesting improvements to a Trilogy Care Staff. Complaints and suggestions for improvement are dealt with under Trilogy Care's Complaints Policy.

#### OCCUPATIONAL HEALTH & SAFETY

- a. Before the Contractor delivers Services, a risk assessment of the home environment will be completed by Trilogy Care Staff.
- b. The Contractor must comply with and observe (and must ensure that its employees, subcontractors and suppliers comply with and observe):
  - I. The provisions of relevant workplace health and safety legislation, including any regulations and Codes of Practice thereunder.
  - II. Trilogy Care's Occupational Health & Safety Policy (as amended by Trilogy Care from time to time) (if applicable).
- c. Any identified risk issue/s need to be reported to Trilogy Care Staff as soon as possible.

### 39. 39. Annexure F – Police Certificate

[illegible]



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## 40. Annexure G – Price Schedule

*(To be attached)*



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## 41. Annexure H – Statutory Declaration Covid-19 vaccinations for Businesses

Commonwealth of Australia

STATUTORY DECLARATION

*Statutory Declarations Act 1959*

1 Insert the name,  
address and  
occupation of the  
person making  
the declaration

I,<sup>1</sup>

make the following declaration under the *Statutory Declarations Act 1959*:

2 Set out matter  
declared to in  
numbered  
paragraphs

<sup>2</sup> All staff working within \_\_\_\_\_ (name of organisation) are appropriately vaccinated against Covid-19. I understand that it is the responsibility to keep records of such vaccinations (being either a Digital Certificate or Immunisation History of the staff member) and I can produce these documents to the relevant authorities or Trilogy Care upon request.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

3 Signature of  
person making  
the declaration

3

4 [Optional: email  
address and/or  
telephone number  
of person making  
the declaration]

5 Place  
6 Day  
7 Month and year

Declared at <sup>5</sup> \_\_\_\_\_ on <sup>6</sup> \_\_\_\_\_ of <sup>7</sup> \_\_\_\_\_

Before me,

8 Signature of  
person before  
whom the  
declaration is  
made (see over)

8

9 Full name,  
qualification and  
address of person  
before whom the  
declaration is  
made (in printed  
letters)

9

10

10 [Optional: email  
address and/or  
telephone number  
of person before  
whom the  
declaration is  
made



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**Note 1** Any person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

**Note 2** Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

**A statutory declaration under the *Statutory Declarations Act 1959* may be made before—**

(1) a person who is currently licensed or registered under a law to practise in one of the following occupations:

Architect	Chiropractor	Dentist
Financial adviser	Financial Planner	Legal practitioner
Medical practitioner	Midwife	Migration agent registered under Division 3 of Part 3 of the <i>Migration Act 1958</i>
Nurse	Occupational therapist	Optometrist
Patent attorney	Pharmacist	Physiotherapist
Psychologist	Trade marks attorney	Veterinary surgeon

(2) a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or

(3) a person who is in the following list:

Accountant who is:

- a) a fellow of the National Tax Accountants' Association; or
- b) a member of any of the following:
  - i. Chartered Accountants Australia and New Zealand;
  - ii. the Association of Taxation and Management Accountants;
  - iii. CPA Australia;
  - iv. the Institute of Public Accountants

Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public

APS employee engaged on an ongoing basis with 5 or more years of continuous service who is not specified in another item in this list

Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the *Consular Fees Act 1955*)

Bailiff

Bank officer with 5 or more continuous years of service

Building society officer with 5 or more years of continuous service

Chief executive officer of a Commonwealth court

Clerk of a court

Commissioner for Affidavits

Commissioner for Declarations

Credit union officer with 5 or more years of continuous service

Employee of a Commonwealth authority engaged on a permanent basis with 5 or more years of continuous service who is not specified in another item in this list

Employee of the Australian Trade and Investment Commission who is:

- (a) in a country or place outside Australia; and
- (b) authorised under paragraph 3 (d) of the *Consular Fees Act 1955*; and
- (c) exercising the employee's function at that place

Employee of the Commonwealth who is:

- (a) at a place outside Australia; and
- (b) authorised under paragraph 3 (c) of the *Consular Fees Act 1955*; and
- (c) exercising the employee's function at that place

Engineer who is:

- a) a member of Engineers Australia, other than at the grade of student; or
- b) a Registered Professional Engineer of Professionals Australia; or
- c) registered as an engineer under a law of the Commonwealth, a State or Territory; or
- d) registered on the National Engineering Register by Engineers Australia

Finance company officer with 5 or more years of continuous service

Holder of a statutory office not specified in another item in this list

Judge

Justice of the Peace

Magistrate

Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the *Marriage Act 1961*

Master of a court



Member of the Australian Defence Force who is:

- a) an officer
- b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service
- c) a warrant officer within the meaning of that Act

Member of the Australasian Institute of Mining and Metallurgy

Member of the Governance Institute of Australia Ltd

Member of:

- a) the Parliament of the Commonwealth
- b) the Parliament of a State
- c) a Territory legislature
- d) a local government authority

Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961*

Notary public, including a notary public (however described) exercising functions at a place outside

- a) the Commonwealth
- b) the external Territories of the Commonwealth

Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office providing postal services to the public

Permanent employee of

- a) a State or Territory or a State or Territory authority
- b) a local government authority

with 5 or more years of continuous service, other than such an employee who is specified in another item of this list

Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made

Police officer

Registrar, or Deputy Registrar, of a court

Senior executive employee of a Commonwealth authority

Senior executive employee of a State or Territory

SES employee of the Commonwealth

Sheriff

Sheriff's officer

Teacher employed on a permanent full-time or part-time basis at a school or tertiary education institution

## 42. Annexure I – Employee Code of Conduct Policy

### HR-001 EMPLOYEE CODE OF CONDUCT POLICY

#### Policy: Purpose and Scope

The purpose of this policy is to communicate to all employees of Trilogy Care Pty Ltd that they are expected to observe the highest standards of ethics, integrity and professional behaviour during the course of their employment.

Ethical behaviour is not simply compliance with legal requirements, it extends to honesty, equity, integrity, and social responsibility in all dealings.

This policy applies to all employees and meets relevant legislation, regulations and standards as set out in CO-001 Governance Policy and Procedure / Schedule 1. Legislative References.

#### Applicable Aged Care Standard

All 8 Aged Care Quality Standards 2018 (Cth) apply to this policy and procedure as it is related to consumer's rights and responsibilities.

#### The standards expected of employees include:

Compliance with all of Trilogy Care Pty Ltd's:

- ☐ Policies, procedures, rules, regulations and contracts.
- ☐ reasonable and legal instructions.
- ☐ Values and principles

Commitment to a 'Zero tolerance' of workplace bullying, sexual harassment and discrimination and promotion of equal opportunity.

Breaches of Trilogy Care Pty Ltd's Code of Conduct will be dealt with in accordance with the company performance management process.

#### Mission:

We offer you **choice**, **flexibility** and **control** over your home care package.

#### Our Values

Value, Choice, Confidence

#### Principle 1 – Confidentiality and Privacy

1. Employees will take reasonable steps to maintain the confidentiality and privacy of staff, customers, financial, commercial and other Trilogy Care Pty Ltd's sensitive information.
2. All employees must not use and or disclose personal information that is necessary for the performance of your work or required by law. You must not divulge any personal information about fellow employees or clients unless you are required to do so by law.
3. Employees will maintain during employment with Trilogy Care Pty Ltd and after the termination of employment, the confidentiality of any confidential information, records or other materials acquired during the course of employment with Trilogy Care Pty Ltd.
4. Unless authorised, you are not permitted to use confidential information for personal use or to benefit a third party.

### **Principle 2 – Honest Dealings**

1. Employees and contractors will act honestly and fairly in all dealing with all clients, customers, co-workers, company management and the general public.
2. In the course of representing Trilogy Care Pty Ltd, employees and contractors shall not knowingly:
  - 2.1. Make false statement of material fact;
  - 2.2. Fail to disclose a material fact;
  - 2.3. Make a representation as to future matters without having reasonable grounds for making it.

### **Principle 3 – Respect for Work Relationships**

1. Employees and contractors will not undertake actions that may unfairly or unlawfully jeopardise a staff member's employment.
2. Employees and contractors will not undertake actions that may unfairly or unlawfully interfere in work relationships established by others.
3. Employees and contractors will respect the rights of clients who have elected to change their service suppliers. Employees must act lawfully, fairly and ethically in response of their involvement in transition arrangements.
4. Employees and contractors work in an open plan environment and will show consideration and be polite to colleagues.
5. Employees and contractors will treat each other in the same manner they wish to be treated, value other's opinions, be honest, consultative and considerate when working with each other.

### **Principle 4 – Respect for laws**

Employees and contractors must comply with all legal, statutory and government requirements and will not engage in any form of illegal practices.

### **Principle 5 – Respect for Workplace Health and Safety**

1. Employees and contractors will act diligently in assessing risks to clients and co-workers.
2. Employees and contractors must not knowingly put at risk clients or co-workers.

### **Principle 6 – Respect for Trilogy Care Pty Ltd's interest:**

1. Employees and contractors will respect Trilogy Care Pty Ltd's ownership of all Trilogy Care Pty Ltd's funds, equipment, supplies, books, records and property.
2. To take good care of all company property (computer equipment, laptops, mobiles) and to ensure that it is properly, and responsibly used, maintained and serviced as directed.
3. Employees and contractors may be provided with Internet access and e-mail for legitimate business purposes only. Any excessive use of personal e-mails and personal internet usage may result in disciplinary action.
4. Employees and contractors will respect Trilogy Care Pty Ltd's time and shall minimise personal phone calls and undertaking of other personal tasks during work hours.
5. Employees and contractors will, where reasonable and practical, minimise operational costs of Trilogy Care Pty Ltd (eg. printing/photocopying on double-sided paper) and avoid unnecessary wastage (eg. Minimising printing off hard copies, avoid ordering excessive stationery).
6. Employees and contractors will always show consideration for the intellectual property, practices and resources of Trilogy Care Pty Ltd.

### **Principle 7 – Declaration of Financial and other Interests**

1. Employees and contractors will avoid conflicts of interest with Trilogy Care Pty Ltd. While employed, employees shall not accept any employment with another organisation that is a supplier or competitor of Trilogy Care Pty Ltd, or any other employment that is in conflict with their position at Trilogy Care Pty Ltd.
2. Employees and contractors must declare any personal interests, which may affect or be affected by a company transaction. All interests should be declared to your manager. Employees must not influence the awarding of any contract/purchase in which you have any interest. Furthermore, you must not be involved in directly employing a relative, friend or associate without the written approval of Trilogy Care Pty Ltd.

You should therefore disclose any actual or potential conflicts of interest to your manager when dealing in the course of official duties with relatives, friends or business acquaintances. Overall, you should not be involved in any decision-making processes where you may be compromised.

### **Principle 8 – Maintain High Work Ethics**

1. Employees and contractors will maintain punctuality to perform their duties and meet deadlines.

2. Employees and contractors will maintain a high quality of standard in performing their job duties.
3. Employees and contractors will not swear or use inappropriate language in the workplace.
4. Employees and contractors will be responsible and accountable to best practice.
5. Employees and contractors will always represent Trilogy Care Pty Ltd in a professional manner and always display excellence.
6. Employees and contractors will maintain professionalism in the workplace and dress in an appropriate manner.
7. Employees and contractors will be honest, always display company values and ensure the right choice is always being made.
8. Employees and contractors will be responsible for ensuring that they are drug and alcohol free while at work.

#### **Principle 9 – Professional Knowledge**

1. Employees and contractors will work diligently to develop and maintain a satisfactory and up to date level of relevant professional knowledge and be skilled to undertake their responsibilities.
2. Employees will review Trilogy Care Pty Ltd's business practices of department and individual roles so they can apply continuous improvement strategies to ensure that Trilogy Care Pty Ltd remains innovative, relative and applying best practice.

#### **Principle 10 – Making Public Comment**

1. No employee or contractor is permitted to make any public comment on behalf of Trilogy Care Pty Ltd.
2. Public comment includes:
  1. Public speaking engagements
  2. Comments on radio and television
  3. Expressing views in letters to the press
  4. Journals
  5. Notices posted on the internet (including blogging, Twitter, Facebook, Instagram, LinkedIn or other social networking platforms)
  6. Anywhere else where it might reasonably be expected that your views could circulate into the community at large
7. Comments to the media in response to articles published or request for comment.

### **Trilogy Care Pty Ltd – Unacceptable Behaviours**

Trilogy Care Pty Ltd employees and contractors agree that the following constitute behaviours that are unacceptable within the workplace:

1. Being rude to staff members and/or other stakeholders;
2. Discussing in a derogatory manner; staff members, other stakeholder, clients or the organisation;
3. Being nasty and partaking in workplace bullying;
4. Being dishonest;
5. Not following through on what you have committed to;
6. Not consulting with other staff when and where appropriate;
7. Failing to negotiate a change in deadlines of responsibility;
8. Not taking accountability for your actions and behaviour;
9. Being inconsiderate towards fellow colleagues and clients;
10. Making derogatory remarks about Trilogy Care Pty Ltd publicly;
11. Speaking ill or poorly of stakeholders;
12. Showing a lack of tolerance for diversity of views;
13. Holding grudges towards people if they say or do something that you don't like or agree with;
14. Seeking retribution (either verbal or non-verbal) for decisions made that you don't like or agree with;
15. Not consulting with other staff on issues that affect them;
16. Displaying a bad attitude (either verbal or non-verbal);
17. Putting up roadblocks for the organisation;
18. Putting your own interests before those of the organisation;
19. Not seeking solutions to relevant issues;
20. Not turning mobile phones off (or onto silent) when instructed;
21. Wearing inappropriate attire to external Trilogy Care Pty Ltd events;

### Discipline Under this Policy

Management of Trilogy Care Pty Ltd has the responsibility of overseeing this policy. Managers will ensure employees and contractors are compliant with all areas of this policy, including administering any disciplinary action resulting from non-compliance. Any contractor will be subject to investigation and possible termination of this Brokerage Agreement.

### Monitoring and Review

This procedure will be reviewed annually by the CEO or Operations Management Team. Reviews will incorporate employee, client and other stakeholder feedback, where relevant.

Trilogy Care Pty Ltd's CO-004\_1 *Corporate Governance Register/Continuous Improvement Register* will be used to record identified improvements and monitor the progress of their implementation.

Document Control		
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1	06/09/2021	Senior Leadership Team
Version History		
Version No.	Review Date	Revision Description



## 43. Annexure J – Disputes, Grievances and Feedback Policy

### HR-003 HUMAN RESOURCES POLICY AND PROCEDURE

#### Purpose and Scope

The purpose of this policy and procedure is to set out how Trilogy Care Pty Ltd's will recruit, train and develop, performance manage, terminate and workforce plan employees.

This will ensure our clients receive the best possible care and services via a workforce that is qualified, experience, respectful, and responsive.

It applies to all employees and meets relevant legislation, regulations and standards as set out in CO-001 Governance Policy and Procedure/Schedule 1, Legislative References.

#### Applicable Aged Care Quality Standards

- ☐ Standard 7. Human Resources
- ☐ Standard 8. Organisational Governance

#### Policy

Trilogy Care Pty Ltd is committed to building and promoting a diverse, caring, and talented workforce that has the support and capacity to deliver high-quality services to its clients.

Trilogy Care Pty Ltd will employ employees across all areas of the business; taking into consideration not only qualifications and experience required to meet legislative, policy and service standards, but also the employee's values and personal/professional desire to support aged care clients.

Employees working with Trilogy Care Pty Ltd are expected to uphold Trilogy Care Pty Ltd's values, respect and support each client as an individual and contribute to a positive workplace culture.

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1	06/11/2020	Senior Leadership Team
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Version	Review Date	Revision Description
1	February 2022	Policy and Procedure Development for Aged Care Operations
2	24/09/2021	Reviewed by Operations Manager – substantial review.



## 43. Annexure K – Discrimination, Harassment and Bullying Policy

### HR-002 EEO, DISCRIMINATION, HARRASSMENT AND WORKPLACE BULLYING POLICY AND PROCEDURE

#### Purpose and Scope

The purpose of this policy and procedure is to demonstrate Trilogy Care Pty Ltd's commitment to equal opportunity and a workplace free from discrimination, harassment and workplace bullying.

It applies to all Trilogy Care Pty Ltd employee, contractors and volunteers and meets relevant legislation, regulations and standards as set out in Schedule 1, Legislative References.

#### Applicable Aged Care Quality Standards

☐ [Standard 7. Human Resources](#)

#### Definitions

**Equity** – treating all persons fairly and without discrimination.

**Workplace Bullying** – workplace bullying is repeated, unreasonable and unwelcome behaviour directed towards an employee or group of employees that creates a risk to health and safety.

**Discrimination** – treating a person less favourably than others in similar circumstances because of a personal attribute that has no relevance to the situation.

**Age discrimination** - Discrimination on the basis of age (regardless of age) or on the basis of age-specific characteristics or characteristics generally associated with a person of a particular age.

**Disability discrimination** - Discrimination on the basis of physical, intellectual, psychiatric, sensory, neurological or learning disability, physical disfigurement, disorder, illness or disease that affects thought processes, perception of reality, emotions or judgement, or results in disturbed behaviour, or presence in the body of organisms causing or capable of causing disease or illness (e.g., HIV virus).

**Racial discrimination** - Discrimination on the basis of race, colour, descent or national or ethnic origin or immigrant status.

**Sex discrimination** – Discrimination on the basis of sex, marital or relationship status, pregnancy or potential pregnancy, breastfeeding, family responsibilities, sexual orientation, gender identity or intersex status.

**Sexual harassment** - any form of unwanted, unwelcome or uninvited sexual behaviour that is offensive, humiliating or embarrassing.

**Workplace harassment** - repeated behaviour, other than behaviour amounting to sexual harassment, of one employee member or group of employee members that is unwelcome, unsolicited and considered to be offensive, intimidating, humiliating or threatening by another employee member.

## Policy

Trilogy Care Pty Ltd is an equal opportunity employer and Brokerage Partner committed to equal opportunity in the workplace for all employees. We are committed to a diverse and vibrant workforce where the backgrounds, religion, perspectives, and life experiences allow us to develop strong relationships with our clients.

It is the intention and expectation that all decisions affecting employment and career development, including those associated with hiring, training, promotion, transfer, development activities and general work conditions will be based upon the principles of merit and equity.

We strive to create a positive working environment in which all employees are valued and encouraged to contribute. Trilogy Care Pty Ltd is bound by all relevant State and Federal legislation in relation to Equal Employment Opportunity (EEO). This legislation ensures that no employee member will be discriminated against unfairly or unlawfully.

This commitment is consistent with the intent of human rights and equal opportunity, anti-discrimination, sex discrimination, racial discrimination, racial and religious tolerance and disability legislations in Australia.

All employees are expected to comply with all relevant legislation and Trilogy Care Pty Ltd's employee *HR-001 Code of Conduct* and this policy and procedure.

## Procedures

Trilogy Care Pty Ltd's work practices and processes are continuously reviewed to ensure they comply with EEO requirements. These work practices include:

- ☐ recruitment and selection;
- ☐ pay and benefits;
- ☐ training and development;
- ☐ promotion;
- ☐ performance appraisals/reviews;
- ☐ grievance procedures; and
- ☐ terminations.

### Discrimination

Trilogy Care Pty Ltd employees or contractors must neither be discriminated against nor discriminate or treat unfairly or unlawfully another employee or community member on the following grounds:

- ☐ sex;
- ☐ race, colour, nationality or ethnic origin;
- ☐ religion;
- ☐ disability;
- ☐ age;
- ☐ pregnancy;
- ☐ marital or parental status;
- ☐ political belief or activity;
- ☐ trade union activity;
- ☐ lawful sexual activity; or

- ☐ association with or related to a person with any of the above attributes.

### **Harassment**

An employee or contractor must not be subject to or engage in unlawful harassment or discrimination against another employee or community member. Forms of harassment include:

- ☐ sexual harassment;
- ☐ homosexual and transgender vilification;
- ☐ HIV/AIDS vilification; and
- ☐ racial vilification.

Sexual harassment includes:

- ☐ unwanted attention or touching;
- ☐ sexual propositions;
- ☐ leering or staring;
- ☐ offensive language;
- ☐ displaying nude images;
- ☐ persistent requests for dates; and
- ☐ crude or offensive jokes.

Harassment will not be tolerated, and disciplinary action may be taken against those responsible in accordance with Trilogy Care Pty Ltd *HR-003 Human Resources Policy and Procedure*.

### **Inclusive Language**

When writing internal or external documents, the employee must ensure that non-sexist and non-racist language is used by:

- ☐ avoiding male-dominated terms (e.g. use 'chair' or 'chairperson' instead of 'chairman');
- ☐ eliminating the unnecessary use of the person's gender (e.g. 'female Manager');
- ☐ avoiding the use of 'he' or 'she' (use 'their' instead of 'his' or 'her').

### **Breaches of this Policy and Procedure**

All breaches of this policy and procedure will be taken seriously. Employees who feel they are the subject of discrimination or harassment should:

- ☐ approach the OM or Senior Leadership Team to discuss appropriate actions or options; or
- ☐ lodge a formal complaint or grievance which will be dealt with by the OM or Senior Leadership Team in accordance with Trilogy Care Pty Ltd *HR-004 Disputes and Grievances Policy and Procedure*.

Complaints will be dealt with promptly and in accordance with relevant State and Federal legislation and Trilogy Care Pty Ltd's *CO-011 Workplace Incident Management Policy and Procedure*. Investigation of potential breaches of this policy and procedure will be undertaken discreetly, and all complaints will remain confidential.

### Supporting Documents

Documents relevant to this policy:

- ☐ *HR-001 Code of Conduct Policy*
- ☐ *HR-004 Disputes and Grievances Policy and Procedure*

### Monitoring and Review

This policy and procedure will be reviewed annually by the Senior Leadership Team. Reviews will incorporate employee, client and other stakeholder feedback.

Trilogy Care Pty Ltd's CO-004\_1 *Corporate Governance Register/Continuous Improvement Register* will be used to record identified improvements and monitor the progress of their implementation. Where relevant, this information will be considered as part of Trilogy Care Pty Ltd's service planning and delivery processes.

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1	07/09/2021	Operations Manager reviewed and made minor edits

<https://www.fairwork.gov.au/sites/default/files/migration/724/Fair-Work-Information-Statement.pdf>