

At times, CCPC will engage with external subcontractor to supplement and broker services that are not available from current employees to meet a defined need. An external subcontractor is a person or group who provides labour, skills or work to achieve a result that is defined under a service contract. The service contract or agreement is a legally enforceable agreement between two or more parties, and may be written or verbal.

- CCPC is bound by Funding Contracts and as such subcontractors that engage in a business relationship with CCPC must be made aware of their obligations and rights as part of their service agreement with CCPC. The subcontractor must also acknowledge that it may, after entering into a service agreement with CCPC, be considered a 'Service Provider', and as such may be subject to the *Ombudsman Act 1976* should a complaint or grievance be made against them.
- All external subcontractors that engage with CCPC are encouraged to provide feedback in the form of compliments or complaints in an effort to continually address quality improvement within the organisation.
- Feedback in the form of a compliment will be addressed as per CCPC policy.
- A complaint that is received will be addressed promptly and every effort will be undertaken to preserve a working relationship with CCPC and the external subcontractor for future projects.

Types Of Dispute With External Contractors

- i) Dispute made by the contractor with regards to not receiving a contract, not receiving payment, breach of contract or confidentiality, not receiving or being allocated work under the contract
- CCPC encourages open and honest communication with all staff, subcontractors and stakeholders. As such, it recognises that any formal complaint or grievance should firstly be discussed by those directly involved in an attempt to resolve the issue without the need for ongoing intervention or process. Confidentiality is paramount in any interaction and should be maintained at all times.

It is expected that:

- Notice outlining the nature of the dispute is received by CCPC. This may be written or verbal. The details of the complaint or grievance will be recorded on a Continuous Improvement Form (CIF) as per CCPC policy.
- Formal complaints or grievances (whether written or verbal) should be acknowledged in writing on CCPC corporate letter head within 5 working days of receipt.
- The Manager directly responsible for the service will be notified of the complaint or grievance and begin the investigation and resolution process. Comprehensive documentation should be kept throughout the process, with updates of progress provided via the 'Investigation of a Complaint' and CIF form. Should the complaint or grievance relate directly to financial concerns of CCPC or be a serious allegation directed to a staff member, the CEO will be involved immediately and participate in the resolution process.
- Parties should try to resolve the dispute through direct negotiation, including referring the matter to a person who has authority to intervene and direct some kind of resolution (e.g. CCPC CEO or Board Representative) – all communication and correspondence is to be recorded by the investigator to track and document the process.
- Both parties will have 10 working days from the date the notice is received to reach a resolution or agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure

- ii) Disputes made by CCPC with an external contractor regarding breach of contract, misconduct, changes in contract without consultation, WHS/ risk issues, made on behalf of a consumer/patient etc.

In all cases the Manager will discuss the potential dispute and seek advice from the CEO prior to undertaking any communication regarding the complaint or grievance with the external subcontractor involved. Should the complaint or grievance relate to a serious clinical allegation or risk significant financial cost, the CEO may decide to address the complaint on behalf of CCPC.

- Depending on the seriousness and type of complaint, the complaint or grievance should initially be discussed with the external subcontractor and the external subcontractor be given the opportunity to resolve the dispute. Once highlighted through direct negotiation, the external sub-contractor may agree on remedial action or changes in the contact/payment. Written documentation outlining the conversation and outcome should be documented using the 'Investigation of a Complaint' and outcome recorded on the CIF as per CCPC policy.
- Should initial direct negotiation not resolve the complaint or grievance, written notice outlining the nature of the dispute and the remedial action or changes proposed should be prepared on CCPC letter head and forwarded to the external subcontractor. Comprehensive documentation should be kept throughout the process using the 'Investigation of a Complaint' and CIF forms as per CCPC policy.
- Parties will again attempt to resolve the dispute through direct negotiation, potentially referring the matter to a person who has authority to intervene and direct some kind of resolution (e.g. CCPC CEO or Board Representative)
- Both parties will have 10 working days from the date of the notice to reach a resolution or agree that the dispute is to be submitted to mediation or some alternative dispute resolution (ADR) procedure
- Police, professional or governing body (e.g.: AHPHA, RACGP) or funding body may be informed depending on seriousness and type of complaint.

If at the end of the above procedure, no resolution has occurred, or there is no agreement to attend mediation or ADR, or there has been mediation or ADR and after 15 days no resolution has been forthcoming, legal advice/action may commence. Should CCPC choose to seek legal advice the CEO will immediately notify the Board chair and the CCPC insurers.

It is, however accepted that legal advice/action may occur prior to any direct negotiation when:

- There is a breach of CCPC Policy and Procedure
- Urgent legal action is required to prevent harm (physical or financial) being caused prior to any grievance being resolved
- When action is undertaken directly by the Commonwealth under certain circumstances
- There is suspicion of a breach in common law that requires police or Ombudsman investigation

CCPC would however expect, unless a request was made in writing from either party that both parties would continue to maintain their respective obligations as per the service agreement until a resolution occurs. This obligation would cease should criminal charges be made against the external subcontractor that directly related to their engagement with CCPC for service provision.