

Part C: Tender Submission

Tender Submission in response to the Request for Tender for Temporary Nursing Services Ref No: HPV 001/2001

To: Health Purchasing Victoria

Declaration

Having examined the Request for Tender and being fully satisfied as to the tenderer's abilities and experience in all aspects to satisfy the requirements of the Request for Tender, the tenderer hereby submits this tender to HPV as a binding and irrevocable offer to provide the services being tendered for:

- on the terms and conditions set out in the Tender Conditions; and
- on the basis of the prices quoted and information provided in the tenderer's submission in accordance with the Tender Conditions.

By submitting this tender, the tenderer undertakes and covenants that it has observed all relevant statutory and other regulatory authority requirements in the formulation of its tender submission and has not:

- accepted or provided secret commissions;
- entered into any improper commercial arrangements with any other tenderer;
- colluded with other tenderers; or
- sought to influence decisions by improper means.

Signed for and on behalf of the tenderer by a director or duly authorised representative of the tenderer having the authority to make the declarations set out above and to bind the tenderer.

Signature

Name (please print)

Position (please print)

Part D: Services Agreement

Attachment A1**List of Health Services and their Sites involved in this Tender**

Each Melbourne metropolitan public health service and Barwon Health has been directed by HPV to abide by the outcome of this tender process. The Sisters of Charity Health Service has agreed to abide by the outcomes of the process. Those health services and their campuses are:

Metropolitan Health Service	Sites
Southern Health	Monash Medical Centre – Clayton
	Monash Medical Centre – Moorabbin
	Dandenong Hospital
	Kingston Centre
	Hampton Hospital
	Berwick Hospital (from 2004)
Bayside Health	The Alfred Hospital
	Caulfield General Medical Centre
	Sandringham Hospital
Royal Vic Eye & Ear Hospital	East Melbourne
	RVEEH at Broadmeadows Health Service
	RVEEH at Maroondah Hospital
Peter MacCallum Cancer Institute	East Melbourne campus
	Box Hill campus
	Moorabbin campus

Western Health	Western Hospital
	Sunshine Hospital
	Williamstown Hospital
	Reg Geary Nursing Home
	Hazeldean Nursing Home
	Drug & Alcohol Services
Dental Health Services Victoria	Royal Dental Hospital of Melbourne
Sisters of Charity Health Service	St. Vincent's Hospital Melbourne
	St Georges Health Service
	Caritas Christi Hospice Fitzroy Kew
	Prague House
Northern Health	The Northern Hospital
	Broadmeadows Health Service
	Bundoora Extended Care Centre
Melbourne Health	The Royal Melbourne Hospital
	Melbourne Extended Care and Rehabilitation Services at Cyril Jewel House (East Keilor), Boyne Russell House (Brunswick) Parkville Hostel on MECCRS site

	Melbourne Mental Health
	Melbourne Health Dialysis Centers at RMH Sunshine Broadmeadows
Austin & Repatriation Medical Centre	Austin Campus
	Repatriation Campus
	Royal Talbot Campus
	Satellite Dialysis Services
	Community Psychiatry Centres
Women's and Children's Health	Royal Women's Hospital
	Royal Children's Hospital
	Adolescent Forensic Health Service
	Travancore Mental Health Service
	Young Peoples Health Service
Peninsula Health	Frankston Hospital
	Rosebud Hospital
	Mt Eliza Geriatric Hospital
Barwon Health	Geelong Hospital
	Grace MacKellar Centre
Eastern Health	Box Hill Hospital
	Maroondah Hospital
	Peter James Centre

	Yarra Ranges Health Service
	Angliss Health Service

Attachment A2**List of Clinical Specialities for which Temporary Nursing Services may be required, by Site.**

Clinical Speciality
Acute Medical or Surgical Nursing
Anesthetics
Aphaeresis
Cardiac Catheterisation Laboratory
Cardiothoracic Nursing
Chemotherapy
Coronary Care
Day Procedures
Diagnostic Imaging
Dialysis
Drug & Alcohol Treatment
Emergency Nursing
Endoscopy
Hematology
Intensive Care
Midwifery
Neonatal Intensive Care
Nephrology
Neurosciences
Neurosurgical Nursing
Oncology
Operating Room Nursing
Paediatric Nursing
Psychiatric Nursing
Recovery Nursing
Transplant Nursing

Attachment A3**Temporary Nursing Services – Staff Categories Required**

Division	Grade or Level	Year	Award Classification
RN Div 1	1		ZW1
	2	1	ZW2
	2	2	ZW3
	2	3	ZW4
	2	4	ZW5
	2	5	ZW6
	2	6	ZW7
	2	7	ZW10
	2	8	ZW11
	Clinical Nurse Specialist		ZW8
	3A	1	ZW9
	3A	2	ZX1
	3B	1	ZX2
	4A	1	ZX5
	4A	2	ZX6
	4B	1	ZX7
RN Div 2	1		IB21

	2		IB22
	3		IB23
	4		IB24
	5		IB25
	6		IB26
	7		IB27
RPN Div 3	1		NP11
	2	1	NP21
	2	2	NP22
	2	3	NP23
	2	4	NP24
	2	5	NP25
	2	6	NP26
	2	7	NP27
	2	8	NP28
	Psych Clin Specialist		PC11
	3A	1	NP31
	3A	2	NP32
	3A	3	NP33
	3A	4	NP34

Attachment A4**Usage of Temporary Nursing Staff by Health Services for Month of XXX/200x**

[latest figures to be inserted prior to release of RFT]

	Shifts per Month			
Health Services/Site	RN (Div 1)	RN (Div2)	RN (Div 3)	PSA

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**Provision of Temporary Nursing Services to
Melbourne and Geelong
Public Health Services and
Sisters of Charity Health Service**

Health Purchasing Victoria
(insert Contractor's name)

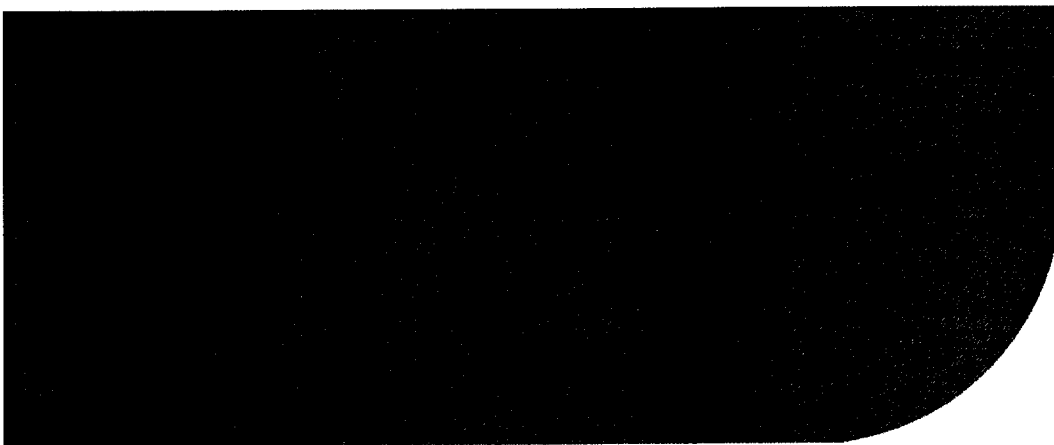


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Parties

Health Purchasing Victoria ABN (insert ABN) of 260 Kooyong Road, Caulfield, Victoria in its own right and as agent for the Health Services named in Schedule 1 (HPV)

(insert name) ABN (insert ABN) of (insert address) **(the Contractor)**

Recitals

- A. HPV is a body corporate pursuant to the provisions of *Health Services Act 1988* and is the appointed agent for those Health Services named in Schedule 1 for the purposes of executing this Agreement.
- B. The Contractor is XX.
- C. In (insert date), HPV called for tender submissions for the provision of temporary nursing services to each Melbourne metropolitan public health service, Barwon Health and the Sisters of Charity Health Service. The Contractor was one of the successful tenderers selected by HPV.
- D. In reliance upon the representations made by the Contractor during and after the tender process referred to in Recital C, HPV and the Health Services named in Schedule 1 wish to appoint the Contractor (and the Contractor accepts this appointment) to provide temporary nursing services to those Health Services on the terms and conditions contained in this document.

Operative provisions

1 Contract Period

Commencement and Expiry Dates

- 1.1 This Agreement shall commence on XX ("the Commencement Date") and shall remain in force until XX, unless otherwise terminated or extended in accordance with this document. This document replaces all previous arrangements and agreements which a Health Service may have with the Contractor in relation to the Services.

Extension of Agreement

- 1.2 No later than 6 months prior to the expiry date shown in clause 1.1, one or more of the Health Services shall notify the Contractor whether it wishes to enter into a new agreement for a further period of up to 2 years. If one or more of the Health Services do wish to enter into a new agreement, the new agreement shall

be upon the same terms and conditions as this document except that this clause 1.2 shall be deleted.

- 1.3 The new agreement referred to in clause 1.2 shall be made in writing between the Contractor and the Health Services and shall be executed prior to the expiry of this document.

2 Temporary Nursing Services to be provided

Service Provision

- 2.1 During the Contract Period the Contractor makes a standing offer to provide the Services to the Health Services, at the rates specified in Schedule 3 in accordance with the terms and conditions contained in this document.

Request for services

- 2.2 If a Health Service requires the Contractor to provide the Services it shall notify the Contractor, either orally or in writing, of the Nursing Services the Health Service requires.
- 2.3 If the Contractor is able to provide the Nursing Services requested by a Health Service, the Contractor shall confirm this with the Health Service, either in writing or orally as soon as possible.

Failure to discharge duties

- 2.4 If the Contractor is unable or unwilling to carry out, perform or discharge its duties, responsibilities or obligations under this document on any particular occasion then in addition to any other rights which the Health Services may exercise, the Health Services shall be at liberty to retain or engage any other entity or person to provide the required temporary nursing services as may be considered necessary in the circumstances.

Exclusivity

- 2.5 Subject to the provisions of this document and subject to the Contractor fulfilling all of its obligations under this document to the reasonable satisfaction of each of the Health Services, the Contractor, together with the entities named in Schedule 5 shall have sole rights to provide temporary nursing services to the Health Services during the Contract Period.

Nurse bank services

- 2.6 Nothing in this document prevents the Health Services from having, promoting or utilising their own nurse banks.

Causes beyond the Contractor's control

- 2.7 The Contractor shall not be responsible for any failure to comply with the terms of this document or for any delay in the performance of any of the obligations imposed by this document where such failure or delay is due to causes beyond the control of the Contractor provided the Contractor has made all reasonable efforts to remedy or overcome the cause of failure or delay. In the event of any such failure or delay, the Contractor's obligations under this document which cannot be fulfilled shall be suspended until the failure or delay can be reasonably rectified.

Causes

- 2.8 The causes referred in clause 2.7 shall include sabotage, act of God and labour disputes.

Records

- 2.9 The Contractor must keep detailed, full and proper records of the amount and nature of Nursing Services provided pursuant to this document.
- 2.10 The Contractor must keep the records referred to in clause 2.9 for at least 7 years after the expiry or termination of this document and shall make them available to the Health Services, upon request. For the avoidance of doubt, such a request may be made after the expiry or termination of this document.

3 Standard of service

Service standards

- 3.1 The Services shall, at all times, be provided to the highest practicable standard.

Quality of service

- 3.2 The Contractor recognises the necessity for and commits itself to a philosophy of continuous improvement in quality of service and professional standards. The Contractor will maintain and develop policies, procedures and training activities utilised by it to enable the Services to be provided to the standard required by clause 3.1. The Contractor shall produce evidence of these policies, procedures and training activities to a Health Service when requested by that Health Service.

Confidential Information

- 3.3 The Contractor and the Contractor's staff shall regard as confidential and shall not disclose to any person other than a person approved by the Authorised Officer any information acquired by the Contractor or the Contractor's staff in or in connection with the provision of the Services, concerning the Health Services, their staff or procedures. The Contractor shall ensure that its staff are made

aware and comply with the provisions of Section 141 of the *Health Services Act* 1988 which relates to the unlawful disclosure of patient information.

- 3.4 Failure to observe the terms of clause 3.3 will be regarded as serious misconduct which requires disciplinary action to be taken by the Contractor against an offender. The Health Services may, in consequence of a breach of the obligations imposed under clause 3.3, insist that the nurse involved not be assigned for duty with that Health Service in future.

Disclosure of information

- 3.5 The Contractor consents to the Health Services and/or HPV publishing the name of the Contractor, the value of this document and the terms and conditions of this document generally.

Performance Indicators

- 3.6 The Contractor shall ensure the Services conform with the Performance Indicators set out in Schedule 4. Failure to comply with those indicators shall entitle the Health Services to:
- 3.6.1 require more frequent reporting and monitoring of the Contractor's performance of the Services, the extent of which shall be in the Health Services' absolute discretion; and/or
 - 3.6.2 impose the financial reductions specified in Schedule 4. The parties acknowledge that the reductions are a genuine pre-estimate of the loss which would have been suffered by the Health Services as a result of the Contractor's acts or omissions and is not intended to be a penalty.

Non-compliance with the Performance Indicators may also be taken into account by the Health Services when considering whether to extend this Agreement. Nothing in this clause affects the rights contained in clause 14.

4 Authorised Officers

- 4.1 The person designated by each Health Service as the Authorised Officer, or that person's successor, shall be the duly authorised representative of that Health Service for all purposes connected with this document. Any notice, information or communication given by or made to an Authorised Officer shall be deemed to have been given or made to the Health Service which appointed the officer. The Authorised Officers at the date of this document are named in Schedule 1.
- 4.2 Each Health Service shall give notice in writing to the Contractor of any subsequent appointment as its Authorised Officer. Until notice of a subsequent appointment shall have been given, the Contractor shall be entitled to treat as

Authorised Officer the person last notified by each Health Service to the Contractor as being the Authorised Officer.

5 Contractor's Representative

- 5.1 The Contractor shall appoint one of its senior staff to be the Contractor's Representative.
- 5.2 The Contractor's Representative shall be the duly authorised representative of the Contractor for all purposes connected with this document. Any notice, information, instruction or other communication given or made to the Contractor's Representative shall be deemed to have been given or made to the Contractor.
- 5.3 The Contractor shall forthwith give notice in writing to the Authorised Officers of the identity of the person appointed Contractor's Representative and any subsequent appointment. Until notice of a subsequent appointment shall have been given the Health Services shall be entitled to treat as the Contract Representative the person last notified by the Contractor as being the Contractor's Representative.
- 5.4 The Contractor shall ensure that the Contractor's Representative or a competent deputy duly authorised to act on his or her behalf is available for consultation with the Health Services between 8.30am and 5.30pm on weekdays other than public holidays.
- 5.5 The Contractor shall inform the Authorised Officers of the administrative arrangements made by the Contractor whereby one of its employees acts as deputy for the Contractor's Representative under clause 5.4.
- 5.6 The Contractor's Representative or his or her deputy shall consult with the Authorised Officers and the Health Services' staff as often as may reasonably be necessary for the efficient provision of the Services in accordance with the terms of this document.

6 Agency nurses

Use of Health Service staff

- 6.1 The Contractor cannot provide and a Health Service will not accept Nursing Services from a person who is a current member of that Health Service's permanent staff.

Payment of nurses

~~6.2~~ The Contractor shall remunerate nurses providing the Nursing Services at the rates set out in the relevant Industrial Award or Enterprise Bargaining Agreement which applies to those nurses.

Staff standards

~~6.36.2~~ The Contractor represents and warrants that all persons engaged in the provision of the Services are competent, hold appropriate professional qualifications and hold and maintain all such practice registrations as may be required by law.

~~6.46.3~~ Without limiting the generality of clause ~~6.32~~, the Contractor shall ensure that each of the following requirements are satisfied with respect to each nurse who provides the Nursing Services:

~~6.4.16.3.1~~ the relevant nurses must be registered on the Roll held by the Nurses Board of Victoria in Division 1, 2 or 3. Current registration certificates must be available for inspection at the request of the manager of the area in which a nurse is deployed;

~~6.4.26.3.2~~ an appropriate representative of the Contractor has interviewed the nurses and found him/her suitable, appropriately qualified and experienced for the task for which he/she is being provided;

~~6.4.36.3.3~~ an appropriate representative of the Contractor has checked the employment references of the nurses and deemed them to be suitable to perform the services which are to be supplied;

~~6.4.46.3.4~~ an appropriate representative of the Contractor has been satisfied that the nurses have demonstrated basic competency in the clinical area and speciality for which they are being provided.

~~6.56.4~~ The Contractor shall undertake annual performance reviews of its staff to ensure that they remain suitable for the services which they provide. The Contractor shall make the findings of those reviews available to the Health Services on request.

~~6.66.5~~ The Contractor shall accept any feedback which it receives in relation to the standards of service and performance issues from the Health Services and shall take all necessary steps to address any issues which it considers to be valid.

Compliance with policies, rules, procedures and standards

~~6.76.6~~ The Contractor, in providing the Nursing Services, shall ensure that its staff comply with the policies, rules, procedures and standards of the Health Service to whom the Nursing Services are provided, as amended from time to time.

Medically fit

6.86.7 The Contractor shall ensure that all staff it employs or engages to provide Nursing Services are medically fit to provide that service.

Orientation programs

6.96.8 A Health Service shall provide orientation programs for the Contractor's staff when considered necessary by that Health Service.

Training and instruction

6.106.9 The Contractor shall ensure that every person engaged by the Contractor in relation to the provision of the Nursing Services is at all times properly and sufficiently qualified, trained and instructed with regard to:

6.10.16.9.1 the clinical speciality for which they are engaged by a Health Service;

6.10.26.9.2 all relevant rules, procedures and standards of the Health Service for whom they provide services;

6.10.36.9.3 all relevant legislation, rules and procedures regarding occupational health and safety at work;

6.10.46.9.4 the need for those working in a public hospital environment to observe the highest standards of hygiene, courtesy and consideration;

6.10.56.9.5 infection control provisions; and

6.10.66.9.6 the competencies specified in clause 6.43.4.

Responsibility for engagement/employment and conditions of service

6.116.10 The Contractor shall be entirely responsible for the engagement/employment and conditions of service of the nurses who provide the Nursing Services. As such, the Contractor shall meet all payment obligations to such nurses and shall pay all statutory taxes, fees, levies or charges applicable with respect to the engagement of or payments made to those nurses. The Contractor shall comply with all reasonable requests from the Health Services for verification of such payment obligations.

6.126.11 The fees payable in accordance with this document are inclusive of Payroll tax and if this document is deemed to be an "employment agency contract" within the meaning of the *Payroll Tax Act* 1971, the Contractor shall pay the payroll tax on behalf of the Health Services with respect to all wages paid or payable as defined in that Act.

6.136.12 The Contractor shall register with the Commissioner of State Revenue for the purpose of payment of such tax and shall keep all appropriate records of tax paid on behalf of the Health Services.

6.146.13 The Contractor shall provide quarterly reports to the Health Services as to the wages declared, the tax paid, and the specific employees to whom the wages and payment relate.

6.156.14 The Contractor indemnifies each Health Service, its officers, servants, employees and agents and shall keep them indemnified against:

6.15.16.14.1 Any obligation to make any payment to the Contractor's staff and other personnel engaged in the provision of the Services; and

6.15.26.14.2 Any obligation to pay any related statutory taxes, fees, levies or charges.

6.166.15 The Contractor shall provide, on request by a Health Service, copies of standard form contracts between the Contractor and its staff in relation to their employment/engagement with the Contractor.

Industrial disputes

6.176.16 If the Services to be provided by the Contractor under this document are reduced during industrial disputes involving the Contractor's own staff or its suppliers of goods or services, the Contractor shall be required to co-operate with the Authorised Officer in order to ensure, as far as is reasonably possible, the continued provision of the Services. If in such circumstances, the Contractor is unable to provide a reasonably adequate level of services to the Health Services, directly or through an approved sub-contractor, then the Health Services shall be at liberty to obtain the Services elsewhere for the duration of the dispute. In so doing the Health Services shall not be or deemed to be in breach of any term of this document.

Staff behaviour

6.186.17 The Contractor shall ensure that its staff carry out their duties and behave at a Health Services' premises in such a way as not to cause disruption to the activities of the Health Services.

Unsuitable staff

6.196.18 If the Authorised Officer gives written notice to the Contractor that a person who is engaged in providing the Services is an unacceptable person and the reasons for that decision, the Contractor will not use that person in the provision of the Services.

Smoking

6.206.19 The Contractor shall prohibit its staff from smoking within a Health Service's premises and within 15 metres of any entrance to a Health Service except if a Health Service permits smoking in any designated area at its premises, the staff of the Contractor are permitted to smoke in that designated area.

Presentation

6.216.20 The Contractor's staff shall, at all times while at a Health Service's premises be properly and presentably dressed in appropriate uniforms of a standard equal to that of the Health Service's own staff engaged on reasonably comparable duties. At a minimum, the staff shall have:

6.21.16.20.1 trousers or skirts (no shorts);

6.21.26.20.2 white shirt or blouse;

6.21.36.20.3 clean and tidy appearance; and

6.21.46.20.4 footwear appropriate to the tasks carried out by the staff.

The cost of uniforms or other work wear shall not be borne by the Health Services.

Identification badge

6.226.21 The Contractor shall provide and shall require its staff to wear at all times when on the premises of a Health Service, an identification badge in such form as may be agreed or in default of agreement as specified by the Authorised Officer. The Contractor shall supply the badge, at its own cost.

Relevant legislation, statutory rules and enactments

6.236.22 The Contractor shall ensure that its staff comply with all relevant legislation, statutory rules and other enactments applicable to its operations or staff which concern safety of its activities, occupational health or safety at work.

WorkCover

6.246.23 The Contractor warrants that it is registered as an employer in accordance with the requirements of the *Accident Compensation Act* 1985 and that its insurance arrangements relating to its employees are and will remain current during the Contract Period.

6.256.24 At the beginning of each financial year throughout the Contract Period and upon request by a Health Service, the Contractor shall provide to each Health Service to whom they provide the Services, a Certificate of Currency for WorkCover in respect to all staff provided to that Health Service pursuant to this document.

7 Assignment or Transfer

- 7.1 The Contractor shall not sub-contract any part of the provision of the Services in respect of a Health Service without the prior approval in writing of that Health Service.
- 7.2 The Contractor shall not transfer or assign this document or any part of this document in respect of a Health Service without the prior approval in writing of that Health Service, which approval may be granted or denied by the Health Service in its absolute discretion.
- 7.3 The following shall be deemed to be an assignment for the purposes of clause 7.2:
 - 7.3.1 a change of 40% or more of the beneficial interest in the Contractor; and/or
 - 7.3.2 a change of 40% or more in the registered owners of the issued capital of the Contractor.
- 7.4 For the purposes of clause 7.3 "a change" shall be measured from the Commencement Date or the date of any assignment granted by the Health Services, whichever is the later.

8 Indemnity to the Health Services

- 8.1 The Contractor shall be liable for and shall indemnify each Health Service ('the indemnified Health Service'), its officers, servants, employees and agents against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of:
 - 8.1.1 The provision of the Services by or on behalf of the Contractor under this document;
 - 8.1.2 Any negligence or other wrongful act or omission of the Contractor or the Contractor's staff, employees, or agents or of any other person for whose acts or omissions the Contractor is vicariously liable;
 - 8.1.3 Any damage to property, real or personal, including any infringement of third party patents, copyright and registered designs;
 - 8.1.4 Any injury to persons, including injury resulting in death and economic loss; and
 - 8.1.5 Any breach of this document by the Contractor.