

HPVC2024-081
Agency Labour Clinical and Support

Statement of Requirements

HealthShare Victoria

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Schedule 4 – Specification and Additional Obligations

1. Scope

- (a) The scope of this Agreement includes:
 - (i) HSV is to establish a state-wide panel for the provision of temporary Agency Labour services to Participating Health Services.
 - (ii) The scope of required services encompasses the supply of Contract Personnel on a casual shifts basis including:
 - a. Clinical services personnel, such as registered and enrolled nurses across all specialties; and
 - b. Non-Clinical support services personnel such as housekeepers and trade cooks..
 - (iii) The Supplier will be responsible providing qualified Contract Personnel to Participating Health Services on an as needed basis to fulfill casual temporary requirements.
 - (iv) The term of the agreement is for five (5) years.
- (b) The scope of the Agreement does not include:
 - (i) Casual Shifts, Temporary Terms or Long Terms that are filled by staff from a Participating Health Service (PHS) own workforce, or other similar arrangement that is in place directly between a PHS and the staff, are excluded from the scope.
 - (ii) Any Permanent Recruitment
- (c) The Supplier to have the capability as a minimum of delivering the Services to either the metropolitan health services or to regional, rural and remote Participating Health Services, or to all locations as necessary.
- (d) HSV seeks the establishment of state-wide panel to:
 - (i) Enhance panel agency availability for Participating Health Services (PHS), minimizing the necessity for engaging non-panel agencies;
 - (ii) Ensure compliance with supplier panel across all PHS;
 - (iii) Maintain competitive market conditions and ensure value for money, including the standardisation of rate and fee structure;
 - (iv) Establish a common and consistent contract management framework for the delivery of the Services to the PHS;
 - (v) Facilitate effective measurement and management of Supplier performance;
 - (vi) Engage Suppliers who can streamline contract administration and optimize Service offerings for cost-effectiveness and operational efficiency; and
 - (vii) Foster collaboration with Suppliers, PHS, and relevant stakeholders, including the Department of Health.

2. Key Objectives

- (a) The key objectives of Participating Health Services in the utilisation of agencies to provide Contract Personnel are to:
- (i) Maximise the effectiveness and efficiency of Agency Labour placement and management;
 - (ii) Ensure Contract Personnel are appropriately qualified, fit for duty against what has been requested by the Participating Health Service during a booking and are suitable for the roles they will perform; and
 - (iii) Ensure that agreed levels of service from agencies are maintained.

3. Service Categories

- (a) The categories of Agency Labour Clinical and Support required under this Agreement include:

Category Number	Category	Sub-category
1	Nursing & Midwifery	1.1 Registered Nurses & Midwives
		1.2 Enrolled Nurses
2	Psychiatric Nurses	2.1 Registered Nurses
		2.2 Enrolled Nurses
3	Clinical Support Services	3.1 Instrument Technicians
		3.2 Theatre Technicians
		3.3 Health Care Workers (HCW)
		3.4 Patient Service Assistants (PSAs)
4	Non-Clinical Support Services	4.1 Food & Domestic Services Assistance
		4.2 Trade Cooks
		4.3 Housekeepers
		4.4 Cleaners/Orderly

- (b) The Supplier may offer services in one, some or all categories.
- (c) The Organisation reserves the right not to consider any additional services offered.
- (d) For a full list of categories and subcategories, refer to Appendix 2 – Category Specifications.

4. Definitions

- (a) In Schedule 4, the following terms will have the following definitions, in addition to clause **Error! Reference source not found.** Definitions, unless the context otherwise requires:

Term	Definition
Agency	means a business who represents and acts on behalf of Contract Personnel staff for temporary positions within a Participating Health Service (PHS).
Australian Health Practitioner Regulation Agency (AHPRA)	means the state government statutory authority responsible for setting the standards and policies for all registered health practitioners. AHPRA administers NRAS and provides administrative support to the national boards.
Booking	means a confirmed commitment by the Participating Health Service, made in accordance with this Agreement, to engage an appropriate Contract Personnel to fill a shift or shifts on Casual Shifts basis.
Booking Enquiry	means a notification of requirements for a Contract Personnel as described in clause 5.41(a)(i).
Booking Request	means a submitted request to engage Contract Personnel through the Supplier's booking system or process.
Business Day	means the day, which is not a Saturday, Sunday, or public holiday (being a public holiday appointed as such under the <i>Public Holidays Act 1993</i> (Vic) in Melbourne, Victoria.
Business Hours	means the hours between 9am and 5pm, Monday to Friday excluding public holidays.
Casual Loading	means additional rates made to Contract Personnel to compensate for the lack of entitlements such as paid leave and are paid as a percentage increase on the base hourly pay rate and are intended to offset the absence of these benefits.
Casual Shifts	<p>means shifts or engagements where Contract Personnel are employed on an as-needed, non-permanent casual basis, without the expectation of regular or ongoing employment:</p> <ol style="list-style-type: none"> 1. Casual Shifts may involve varying schedules or hours of work either in Metropolitan or Regional, Rural, Remote Participating Health Services. 2. The Contract Personnel are engaged on an as-needed basis, meaning that their services are utilized based on the fluctuating staffing requirements of the Participating Health Service.

Term	Definition
Category	means in relation to a Contract Personnel defined specialty and level of professional competence as described in Category Specification listed in Appendix 2 Category Specifications.
Commencement Date	means the date that the Agreement commences
Contract Personnel	<p>means any person supplied to a Participating Health Service by the Supplier in accordance with the Agreement, and who may be required by the Participating Health Service in a casual or temporary capacity to provide cover:</p> <ol style="list-style-type: none"> 1. for an absent member of the permanent clinical and non-clinical support staff of the Participating Health Service; or 2. when shifts are unable to be filled by overtime or casual clinical and non-clinical employees of the Participating Health Service, and; <p>who is not an employee of the Participating Health Service and is not a member of the Participating Health Service's casual contingent workforce staff.</p>
Credentialling	<p>means the formal process used to verify the qualifications, experience, professional standing, and other relevant professional attributes of healthcare professionals for the purpose of forming a view about their competence, performance, and professional suitability to provide safe, high-quality healthcare services in specific organisational environments.</p> <p>For the most current and detailed information on the credentialing framework please consult the Nursing and Midwifery Board of Australia (NMBA) and Australian Health Practitioner Regulation Agency (AHPRA).</p>
Employment Instruments	means an instrument in force under a law of the Commonwealth or the State/Territory that regulates workplace relations and prescribes terms and conditions of employment between employers and employees including, but not limited to, an award or agreement made under the Commonwealth Fair Work Act 2009 (Cth) and an award or agreement made by a relevant State/Territory industrial tribunal or court.
Electronic Medical Record (EMR)	means Electronic Medical Record system that allows patient information to be stored, shared and updated digitally.
HSV	means HealthShare Victoria.
KPIs	means the Key Performance Indicators described in Schedule 6 - KPIs
National Registration and Accreditation Scheme (NRAS)	means Registered nurses in Victoria need to comply with the NRAS, which includes maintaining their registration with the NMBA.

Term	Definition
Nursing and Midwifery Board of Australia (NMBA)	<p>means the NMBA sets the national standards for nursing and midwifery practice, and registered nurses in Victoria must adhere to these standards.</p> <p>Code of Professional Conduct</p> <p>The NMBA provides a Code of Professional Conduct for Nurses, outlining the ethical and professional standards that registered nurses are expected to uphold in their practice.</p>
Margin Service Fee	<p>means the fee charged by the Supplier to the Participating Health Service for the provision of the required services under this Agreement. The margin service fee is a component of the overall total amount payable and represents the Supplier 's remuneration for managing and administering the engagement of Contract Personnel to fulfill staffing requirements.</p>
Mental Health Act 2023 (Victoria)	<p>means Psychiatric nurses are expected to be familiar with and adhere to the provisions of the Mental Health Act 2023 in Victoria. This legislation outlines the rights and responsibilities of individuals receiving mental health care and the obligations of mental health practitioners.</p>
Modified Monash Model (MMM)	<p>means the measurement of remoteness and population size on a scale of Modified Monash (MM) categories MM1 to MM7.</p>
Organisation	<p>means HealthShare Victoria in its capacity as a party to the Agreement.</p>
On-call	<p>means Participating Health Service may require Contract Personnel to be available to respond promptly to calls for duty; and as such Contract Personnel must be contactable and ready to work as required.</p>
Overtime	<p>means Participating Health Service may require or direct Contract Personnel to work overtime at overtime rates; and as such Contract Personnel will work overtime in accordance with such a requirement. For the purpose of this definition, overtime is defined as any working hours that is beyond the original Booking Request between the Participating Health Service and the Supplier.</p>
Pay Rate	<p>means the base pay rate paid by the Supplier directly to the Contract Personnel on an hourly basis for their time and services, factoring in the qualification and experience of the Contract Personnel and any applicable casual loading.</p>
Participating Health Service (PHS)	<p>means a 'public hospital' and other 'health and related service' as these terms are defined and used in the Health Services Act 1988 (Vic) and as may be notified by the Organisation to the Supplier in accordance with PART E: PARTICIPATING HEALTH SERVICES AND ACCESS RIGHTS as per Master Supply Agreement, and are described in Part 5 – Deed of Standing Offer Agreement item Error! Reference source not found. of Schedule 1 Module Particulars, and Schedule 3.</p>

Term	Definition
Public Holiday	means a day that is appointed as a public holiday under the <i>Public Holidays Act 1993</i> (Vic) in Victoria.
Regional Allowance	means an additional allowance paid to Contract Personnel to compensate for the increased costs and challenges associated with working in regional, rural, or remote areas, as classified by the Modified Monash Model (MMM).
Services	as listed in Schedule 4 – Specification and Additional Obligations.
Shift	means Contract Personnel who performs either a morning, afternoon, or nightshift either a weekday, weekend or public holiday will be entitled to payment of the respective shift and its allowances.
Service Level Agreement (SLA)	means an agreement between a Participating Health Service and the Supplier setting out Service requirements specific to that Participating Health Service to supplement the requirements of the Agreement.
Supplier	means the Agency providing the services under this Agreement.
Taxes	means all group tax, payroll tax, employee income tax, superannuation contributions, and any related penalties imposed by, and payable by Agency to any governmental authority arising out of or in connection with the employment of the Contract Personnel(s).
will	Indicates an anticipated future condition or requirement to be met.
Vendor Management System (VMS)	means a VMS is cloud-based or software-based platform that enables organisations to efficiently manage their contingent workforce by automating processes related to vendor selection, onboarding, compliance, and performance tracking.

Service Requirements

5. Bookings

5.1 Booking Capability Requirements

- (a) The Supplier must:
 - (i) have systems and processes to accept Bookings, modifications to Bookings and Booking cancellations 24 hours a day, 7 days a week (including days that are not Business Days) via multiple channels, including but not limited to;
 - (A) Email
 - (B) Telephone

(C) Web-based ordering system (if applicable).

(D) No hard copy document will be issued.

- (ii) be contactable by a Participating Health Service 24 hours a day, 7 days a week (including days that are not Business Days) through multiple channels, including but not limited to email, telephone, and any other mutually agreed upon method to respond to and resolve Service issues.
- (iii) make every reasonable effort to provide Contract Personnel to fulfill Booking Requests.
- (b) Utilise email, telephone, or any other mutually agreed upon communication method for the purpose of managing bookings and cancellations of Contract Personnel, unless a future Vendor Management System is implemented to facilitate such communication through the system.

5.2 Booking Process

- (a) If a Participating Health Service requires the Supplier to supply Contract Personnel, it will notify the Supplier and provide details of its requirements in a Booking Request.
- (b) Request by Participating Health Service for Contract Personnel shall contain the following information:
 - (i) Shift date and times or contract start and end date;
 - (ii) Locations and ward;
 - (iii) Contract Personnel type (classification) and competencies required; and
 - (iv) Any specific requirements of the roles (for example PROMPT for Midwives, advanced life support etc.)
- (c) As soon as possible, the Supplier must either propose suitable Contract Personnel for the Booking Request or advise it is unable to supply the requested Contract Personnel.
- (d) If the Shift has started and the necessary Contract Personnel hasn't arrived at the Participating Health Service, the Supplier will be informed, and payment will not be issued. The Supplier must then locate appropriate Contract Personnel to cover the Shift in a timely manner.
- (e) If proposing Contract Personnel to fulfill the Booking Request, the Supplier must:
 - (i) Provide candidates matching the requested classification type and specialty type specified by the Participating Health Service. Any deviations from the requested classification type must be pre-approved by the PHS. Failure to comply will prompt the PHS to request the Supplier to adjust the invoice to align with the originally requested classification;
 - (ii) provide the name of the proposed Contract Personnel;
 - (iii) confirm Contract Personnel possess the qualifications, experience, professional standing, designation, grade, and training suitable for that Booking Request
 - (iv) confirm all documents listed under Appendix 1 – Standards and Compliance Framework - 'Individual Contract Personnel credentialing required before Contract Personnel presentation' are available and will be presented to the Participating Health Service prior to the commencement of the relevant Booking.
- (f) The Participating Health Service may confirm the Booking Request by placing a Booking in writing via email or via a web-based ordering system with the Supplier specifying the chosen Contract Personnel.

5.3 Deployment of Contract Personnel

- (a) When a Booking is placed, the Supplier must:
- (i) supply the Contract Personnel with details specified in the Booking such as position description, qualifications, skill levels, period of engagement, locations and ward, shift date, and shift time;
 - (ii) ensure the Contract Personnel commits to the Booking and refrain from offering alternative work that would impact that Booking;
 - (iii) Supplier that has presented Contract Personnel to a Participating Health Service for a particular shift is not entitled to a fee or a part of that fee if the Contract Personnel is selected for that shift at a PHS through another agency.
 - (iv) ensure that the Contract Personnel presents for the Booking at the appointed time to the designated site contact with:
 - photo ID; and
 - all documents listed under Appendix 1 – Standards and Compliance Framework - 'Individual Contract Personnel credentialing required before Contract Personnel presentation' if those documents have not already been provided to the Participating Health Service or if they have been otherwise requested by the Participating Health Service.

5.4 No committed volume

- (a) The Organisation and Participating Health Services do not make any representation or provide any guarantee or undertaking that they will place any particular volume of Bookings, or any Bookings at all, with a Supplier for supply of Contract Personnel under this Agreement, or that any Booking Enquiry will result in a Booking with a Supplier.
- (i) For avoidance of doubt, no charges will apply when a Booking Enquiry doesn't result in a booking.

5.5 Cancellation Fees

- (a) Either party may cancel a Booking by providing written notice or telephone communication to the other party as soon as reasonably possible.

Metropolitan Health Services:

- (b) If a Participating Health Service recognises that it does not require the Services it has requested from the Supplier, and the Supplier has already confirmed its ability to provide the requested Services, the Participating Health Service must notify the Supplier of this as soon as reasonably possible after its decision has been made. Where a Participating Health Service notifies the Supplier:
- (i) less than two (2) hours before those Services are to be provided, or at any time after the shift has commenced, the Participating Health Service must pay a cancellation fee equal to the fee for the requested Services for a period of two (2) hours.
- (c) If the Supplier has confirmed that it can provide the Services requested by a Participating Health Service, but becomes aware that it cannot provide the Services, the Supplier must notify the Participating Health Service of this as soon as reasonably possible after its decision has been made. Where a Supplier notifies the Participating Health Service:

- (i) less than two (2) hours before those Services are to be provided, or at any time after the shift has commenced, the Supplier must credit a cancellation fee equal to the fee for the requested Services for a period of two (2) hours; or
- (ii) after the commencement time of a shift, the Supplier must credit a cancellation fee equal to the fee for the requested Services for a period of two (2) hours.
- (iii) Where the Supplier has cancelled a shift as per clauses 5.5(b) and (b)(i) of this Schedule, the Supplier must apply a credit for the amount of the applicable cancellation fee to the next invoice to the Participating Health Service.

Regional, Remote, Rural Health Services:

- (d) If a Participating Health Service recognises that it does not require the Services it has requested from the Supplier, and the Supplier has already confirmed its ability to provide the requested Services, the Participating Health Service must notify the Supplier of this as soon as reasonably possible after its decision has been made. Where a Participating Health Service notifies the Supplier:
 - (i) less than twenty-four (24) hours before those Services are to be provided, the Participating Health Service must pay a cancellation fee equal to the fee for the requested Services for a period of four (4) hours; or
 - (ii) if cancelled less than two (2) hours prior to the commencement time of a shift, or at any time after the commencement time of the shift, the Participating Health Service must pay a cancellation fee equal to the fee for the requested Services for a period of eight (8) hours
- (e) If Supplier has confirmed that it can provide the Services requested by a Participating Health Service, but becomes aware that it cannot provide the Services, the Supplier must notify the Participating Health Service of this as soon as reasonably possible after its decision has been made. Where a Supplier notifies the Participating Health Service:
 - (i) less than twenty-four (24) hours before those Services are to be provided, the Supplier must pay a cancellation fee equal to the fee for the requested Services for a period of four (4) hours; or
 - (ii) if cancelled less than two (2) hours prior to the commencement time of a shift, or at any time after the commencement time of the shift, the Supplier must pay a cancellation fee equal to the fee for the requested Services for a period of eight (8) hours.
- (f) Where the Supplier has cancelled a shift as per clauses 5.5(e), (e)(i) and (e)(ii) of this Schedule, the Supplier must apply a credit for the amount of the applicable cancellation fee to the next invoice to the Participating Health Service.
- (g) Any credits due from the Supplier will be applied to the next invoice issued to the Participating Health Service.
- (h) For regional, remote and rural Participating Health Service sites only, the cancelling party must fully reimburse the other party for reasonable expenses incurred prior to notice of the cancellation, such as travel and accommodation. The other party must provide evidence of the expenses for reimbursement.
- (i) No cancellation fees or expense reimbursements will be incurred by the Participating Health Service if the cancellation is due to:
 - (i) the named Contract Personnel not presenting for the Booking;

- (ii) the Participating Health Service finding, acting reasonably, that the Contract Personnel is unsuitable for the engagement;
 - (iii) the Participating Health Service finding, acting reasonably, that the Contract Personnel does not possess the qualifications, experience, designation, grade, and training proposed by the Supplier;
 - (iv) the Contract Personnel failing Credentialing;
 - (v) the Participating Health Service terminating the Contract Personnel during the Booking due to misconduct of the Contract Personnel, in accordance with their policies and procedures
- (j) The Supplier will not incur cancellation fees if, prior to the commencement time for the cancelled Booking, it proposes a suitable replacement Contract Personnel, and the Participating Health Service confirms acceptance of that replacement Contract Personnel with a new Booking.
 - (k) If the Contract Personnel does not present for the Booking, the Supplier will incur cancellation fees as if the Booking was cancelled at the commencement time for the Booking.
 - (l) Cancellation fees incurred by the Supplier may be provided to the Participating Health Service as credits to be applied to the next available invoice.
 - (m) Where cancellation fees or credits appear on the Supplier's invoices, they must be separately itemised and clearly identify the relevant cancelled Booking.
 - (n) Unpaid cancellation fees must be paid to the entitled party upon termination or expiry of the Agreement within 14 days after the expiry or termination date of the Agreement.

6. Supplier Responsibilities

- (a) The Supplier must:
 - (i) maintain a pool of appropriately experienced and qualified Contract Personnel, that will be available 24 hours a day, 7 days a week, including Saturday, Sunday, and gazetted Public Holidays, to meet the ongoing needs of Participating Health Services;
 - (ii) Manage and maintain ongoing compliance checks of qualifications, training, accreditation, registration and experience of Contract Personnel;
 - (iii) Comply with the engagement process as outlined in Appendix 1 - Standards and Compliance Framework; for sourcing, pre-placement checks, bookings, processing, invoicing, and other requirements; including credentialing in accordance with standard onboarding requirements of participating health services;
 - (iv) Adhere to the Standards and Compliance Framework for the provision of Contract Personnel to Participating Health Services;
 - (v) Implement performance management and reporting systems that demonstrate to the Organization that its management procedures align with the scale, complexity, and risk associated with the Services;
 - (vi) be familiar with and be able to demonstrate compliance with:
 - (A) the Commonwealth Code of Practice for the International Recruitment of Health Workers; and

- (B) standards equivalent to the Recruitment and Consulting Services Association Ltd (RCSA) and Association of Nursing Recruitment Agencies (ANRA);
- (vii) The Supplier bears professional liability if it is found that they neglected proper due diligence during pre-employment checks, including knowingly presenting candidates of questionable character;
- (viii) comply with all applicable laws and policies, codes, and guidelines.

7. Contract Personnel Requirements

- (a) The Supplier must ensure that its Contract Personnel are at all times properly and sufficiently qualified, registered, trained and instructed to:
 - (i) Comply with all applicable laws, policies, codes, and guidelines, including those set forth by the Nursing and Midwifery Board of Australia (NMBA);
 - i). Adhere to the policies and requirements of the Participating Health Service, including infection prevention and control procedures, occupational health and safety, individual Contract Personnel credential requirements, immunisations, and other specified procedures as updated from time to time;
 - (ii) Possess competencies and skill levels appropriate to the services they will provide;
 - (iii) Do not contravene conditions placed on the Contract Personnel's registration by the Nursing and Midwifery Board of Australia (NMBA) and Australian Health Practitioner Regulation Agency (AHPRA);
 - (iv) Understand and adhere to the terms and conditions of the Agreement;
 - (v) Be withdrawn immediately if changes in registration status would contravene NMBA conditions;
 - (vi) Be suspended if under formal investigation by a Participating Health Service for complaints (for example: patient safety and lack of clinical abilities to perform their role);
 - (vii) Acknowledge potential work in facilities requiring specialist skills or minimal supervision;
 - (viii) Registered Undergraduate Student of Nursing (RUSON) or a Registered Undergraduate Student of Midwifery (RUSOM) may work as casuals on a needs basis.
 - (ix) are aware of the Participating Health Service booking requirements and are aware of the type of facility they are attending as Participating Health Services vary from geographical location and size. Contract Personnel may be required to work in a regional, remote, rural, or metropolitan facility;
 - (x) Comply with PPE policies and guidelines set forth by the Department of Health and Participating Health Services;
 - (xi) Be vaccinated in compliance with Department of Health and Participating Health Service requirements, with records provided prior to Booking commencement;
 - (xii) has completed annual competency for basic life-support skills training and;
 - (xiii) Fulfill continuing professional development requirements to meet Australian Healthcare Accreditation Standards and retain professional registration, including standards specified by Participating Health Services, including but not limited to:

- (A) Aged Care Standards
- (B) National Standards (The Australian Council on Healthcare Standards (ACHS))
- (C) Community Common Standards
- (D) Health Professional Act
- (E) Health Services Act
- (F) Mental Health Care Standards and;
- (G) any other standards required by the Participating Health Service
- (xiv) Complete an Australian Qualifications Framework–approved course relevant to their position, as defined in relevant Enterprise Agreements;
- (xv) perform the Services and act in accordance with the relevant professional Codes of Ethics, Codes of Professional Conduct and Competency Standards as published by the Australian Nursing and Midwifery Board of Australia (where these are applicable); and
- (xvi) ask the relevant manager at the Participating Health Service for assistance if they are unsure about carrying out any aspect of the Services;
- (xvii) Ensure credentialing meets requirements as per Participating Health Service policy and procedures.

7.1 Contract Personnel Additional Costs

- (a) Where a Participating Health Service has requested Contract Personnel of a particular level (e.g. a Grade 2 Year 2 Registered Nurse) but the Supplier can only provide Contract Personnel of a higher level (e.g. a Grade 2 Year 10 Registered Nurse), the Supplier must advise the Health Service of the additional costs prior to confirming the booking.
- (b) Clause 7.1(a) also applies where the Supplier can only provide Contract Personnel with a higher qualification or certificate than requested, and which would attract additional fees.

7.2 Contract Personnel Employment Conditions

- (a) The Supplier has the responsibility to ensure that Contract Personnel receive at least the minimum conditions set out in the National Employment Standards (NES).
- (b) The minimum entitlements in the NES prevail over any instrument (including an award, agreement, former state award or state agreement or contract of employment) that is less beneficial than the entitlements under the NES.
- (c) The Supplier is responsible for ensuring each Contract Personnel receives its employee entitlements and to ensure compliance with all applicable laws and policies in connection with labour hire, including any awards or Enterprise Agreements.

7.3 Attendance Dockets

- (a) The Supplier must ensure that Contract Personnel present an accurately completed attendance docket to the relevant Participating Health Service manager or designated person-in-charge at completion of each engagement provided under this Agreement.
- (b) The Supplier must ensure that its attendance dockets contain, at a minimum:

- (i) the full name of the Contract Personnel, which matches the name on the invoice;
 - (ii) the specific designation of the Contract Personnel, including grade and year level (where applicable);
 - (iii) whether the Contract Personnel has completed the Health Services' local orientation;
 - (iv) qualifications allowance (if any);
 - (v) the date and times of the shift worked;
 - (vi) meal breaks taken;
 - (vii) any approved overtime;
 - (viii) the name of the facility, ward or department that the Contract Personnel attended;
 - (ix) the Health Service's relevant cost centre number (if known); and
 - (x) the name and signature of an authorised person on behalf of the relevant Health Service.
- (c) Any amendments made to the attendance docket must be initialled by the Contract Personnel and the same authorised Health Services staff member referenced in clause 7.3(b)(x).
- (d) The Supplier must use the attendance dockets supplied by the Participating Health Services if requested.

7.4 Inexperienced Contract Personnel

- (a) The Supplier must inform the Health Service at the time of booking where the Contract Personnel offered to fulfil a service request;
- (i) is in their first-year post-registration; or
 - (ii) possesses less than one (1) year's recent (i.e. within the last five (5) years) relevant operational or clinical experience.
 - (iii) The Participating Health Service reserves the right to refuse to engage Contract Personnel if they possess any of the attributes as per clause (i) and/or (ii) above. If the Participating Health Service refuses to engage a Contract Personnel on this basis, the Supplier must offer an alternative Contract Personnel to the Participating Health Service.
- (b) Where a specified role was requested by a Participating Health Service and the Supplier failed to supply a suitably qualified and experienced person (as described in clause 5.2(e)), no fee will be payable to the Supplier in respect of any supplied Contract Personnel for the period of that engagement.

8. Employment Conditions

- (a) The Supplier is responsible for the engagement and employment conditions of the Contract Personnel it supplies to Participating Health Service.
- (b) Contract Personnel will not be remunerated through a Participating Health Service's payroll and shall not be considered an employee in any capacity of the Participating Health Service.
- (c) The Supplier must not provide, and a Participating Health Service will not accept, Services from a person who is a current employee of that Participating Health Service.

- (d) Nothing in this Agreement prevents a Participating Health Service from having, promoting, or utilising its own casual bank and pool staff.

8.1 Recruitment of Contract Personnel

- (a) No fee will be payable under this Agreement where a Participating Health Service engages the Supplier to recruit a person to become an employee of a Participating Health Service (in this instance, the relevant Participating Health Service and the Supplier must enter into a separate agreement).
- (b) At any time after a Contract Personnel completes an initial shift at a Participating Health Service, that Participating Health Service may recruit the Contract Personnel into a permanent, temporary, or casual employment position.
- (c) Should a Participating Health Service provide an offer of employment in writing to a Contract Personnel within 90 days of the Contract Personnel providing the Services, the Participating Health Service must pay the Supplier the recruitment fee in accordance with the rates indicated in Schedule 5 – Pricing in Module D - Deed of Standing Offer Agreement for supply of Services and accepted by the Organisation as part of the Agreement.
- (d) Where a period greater than 90 days has passed between the last shift worked by the Contract Personnel with the Participating Health Service and the first shift worked by the Contract Personnel through the casual pool of the Participating Health Service, no compensation or commission is payable by the Participating Health Service to the Supplier in respect of the Contract Personnel.
- (e) No other payment or compensation shall be payable by the Participating Health Service to the Supplier in respect of the recruitment of the Contract Personnel.
- (f) For the purposes of clause 8.1(c), direct solicitation of Contract Personnel does not include:
 - (i) where Contract Personnel respond to a Participating Health Service's internal or external advertisement; or
 - (ii) where a suggestion of employment is made to the Contract Personnel by a Participating Health Service staff member who does not have responsibility for recruiting or engaging staff.

8.2 Non-solicitation of Participating Health Service personnel

- (a) The Supplier must not supply Contract Personnel who are current employees of any Participating Health Service to any other Participating Health Service, including any Contract Personnel who may be on any type of leave or rostered day off from their employing Health Service.
- (b) During the Term of this Agreement and for a period of 12 months thereafter, the Supplier shall not directly or indirectly, aid or endeavour to solicit or induce any of the Participating Health Service or its affiliates' employees to leave their employment with the Participating Health Service or such affiliates in order to permanently or temporarily enter into a contract with the Supplier or any other person, corporation, limited liability company, partnership, sole proprietorship or other entity connected with the Supplier.

9. HealthShare Victoria Standards and Compliance Framework

- (a) Appendix 1 – Standards and Compliance Framework sets out the checks and records that a Supplier must maintain for Contract Personnel supplied to Participating Health Services. It also details the policies and processes that a Supplier is required to have in place to manage Contract Personnel.
- (b) The Supplier must undergo an independent assessment with a third-party JAS-ANZ-accredited auditor against the Standards and Compliance Framework detailed in Appendix 1 within three (3) months of the Commencement Date and again during each subsequent twelve (12) month period of the Agreement. The Supplier must also submit the resulting audit report and certificate to the Organisation within three (3) months of the Agreement commencement date and within three (3) months of the anniversary of the commencement date during each subsequent twelve (12) month period of the Agreement.
- (c) If the Supplier fails to submit the resulting audit report and certificate within the required timeframes, the Organisation will deem the Supplier unsuitable to provide the Services, rendering the Supplier ineligible to receive Bookings until the audit report and certificate are submitted and confirmed.
- (d) If the audit report contains adverse findings, that in the Organisation's reasonable opinion, demonstrate the Supplier is unsuitable to provide the services, the Organisation may render the Supplier ineligible to receive Bookings until those adverse findings are addressed and the requirements of the Standards and Compliance Framework are met. At the Organisation's discretion, this may involve an additional audit of the Supplier by an independent third-party JAS-ANZ-accredited auditor against the Standards and Compliance Framework appointed by the Organisation. The Supplier must bear the costs of the additional audit.

10. Participating Health Service Specific Orientation and Induction

- (a) Participating Health Services require Contract Personnel to complete all pre-shift requirements, including but not limited to Electronic Medical Record (EMR) training, as specified by the Participating Health Service prior to their first shift.
- (b) Site-specific induction will be conducted at the commencement of the Contract Personnel's first shift at each Participating Health Service.
 - (i) The Supplier must ensure that Contract Personnel completes any required orientation and induction procedures before starting their first shift. This includes providing copies of any checks and records specified by the Participating Health Service and attending any update or refresher training as required by law or reasonably requested by the Participating Health Service from time to time.
 - (ii) The Supplier shall ensure that all Contract Personnel have completed the necessary training as mandated by the respective Participating Health Service, and the Supplier shall bear the associated costs. This training may include:
 - (A) Electronic Medical Record (EMR) training
 - (B) Any other training required by the individual Participating Health Service

- (iii) Requirements may vary based on the role type and length of engagement, which may include:
 - (A) Site-specific orientation; and
 - (B) Providing copies of up-to-date checks and records required such as:
Basic Life Support (BLS), Advanced Life Support (ALS) and Paediatric Life Support (PLS) credentials;
 - (C) Any other records, checks and certifications specified by the Participating Health Service.

11. Professional Association Membership

- (a) The Supplier must be familiar with and be able to demonstrate compliance with standards equivalent to the RCSA Code for Professional Practice and the Commonwealth Code of Practice for the International Recruitment of Health Workers.

12 Customer Service and Support

- (a) The Supplier must deliver customer service and support to Participating Health Services on Business Days.
- (b) The Supplier must provide an emergency contact for urgent resolution of Service issues outside of Business Hours.
- (c) The Supplier must provide Participating Health Services with representatives that are:
 - (i) Inherently familiar with the contracted Services and arrangements;
 - (ii) appropriately qualified;
 - (iii) technically/clinically knowledgeable about the contracted Services; and
 - (iv) available to respond to Participating Health Services' queries in a timely manner.
- (d) The level of customer service and support required of representatives is expected to include:
 - (i) liaising with the Participating Health Services to provide appropriate Contract Personnel as requested;
 - (ii) promptly answering Participating Health Service queries;
 - (iii) liaising with various hospital personnel (for example: nursing workforce managers and directors, support services managers);
 - (iv) resolving supply and performance issues; and
 - (v) providing additional informational such as credential documentation.
- (e) Representatives must comply with Participating Health Services' local policies regarding engagement with Participating Health Service staff.

13 Service Level Agreement

- (a) Participating Health Services may enter into a Service Level Agreement (SLA) with the Supplier on the terms set out in Module D - Deed of Standing Offer Agreement for supply of Services - clause **Error! Reference source not found.** Service Level Agreement. The SLA may cover the following arrangements:
 - (i) engagement and management of Contract Personnel;
 - (ii) communication for bookings, enquiries and registration of complaints;
 - (iii) process for providing evidence of identification, qualifications, experience and suitability of Contract Personnel;
 - (iv) details of how the Supplier and the Participating Health Service will work collaboratively to optimise the booking process.
 - (v) management of invoicing requirements, including frequency or mode of invoicing, managing discrepancies, queries, and the crediting process (when necessary); and
 - (vi) any specific reporting requirements of the Participating Health Service.
- (b) The parties to the SLA will be responsible for monitoring compliance with the SLA.
- (c) A Participating Health Service may terminate the SLA at their discretion with 30 days written notice to the Supplier.
- (d) The SLA will be in addition to the Agreement between Supplier and the Organisation and will not alter any terms of the Agreement.
- (e) Any SLA entered into between the Supplier and a Participating Health Service must be established in accordance with the framework of the Agreement and must not contravene or undermine the terms of the Agreement.
- (f) The Organisation will not be responsible for monitoring compliance with any SLA. This is a matter of agreement between the parties to the SLA.
- (g) The Supplier will provide a copy of each Service Level Agreements to the Organisation within 1 week of being finalised and otherwise upon request.
- (h) The Agreement will prevail over any SLA to the extent of any inconsistency.

14 Key Performance Indicators

- (a) The Supplier must comply with the Key Performance Indicators (KPI) listed Schedule 6 KPIs.
- (b) Failure to comply with those indicators will entitle the Organisation and/or Participating Health Service to:
 - (i) request the Supplier to implement an action plan to address the non-compliance;
 - (ii) require more frequent reporting and monitoring of the Supplier's performance under the Agreement, the extent of which will be in the Organisation or the Participating Health Service's absolute discretion;
 - (iii) recover costs associated with KPI non-compliance;

- (c) Additional KPIs may be added during the term of the Agreement as agreed by the parties.

15 Contract Monitoring and Relationship Management

- (a) In addition to and concurrently with the requirements of the Organisation, and Key Performance Indicators, the Supplier must engage in quarterly reviews in collaboration with the Organisation and Participating Health Services
- (b) Refer to Item 3 of Schedule 1 – Module Particulars in Module D - Deed of Standing Offer Agreement for supply of Services.

16 Reporting

- (a) The Supplier must provide the Organisation and/or the Participating Health Services with reporting required by Item **Error! Reference source not found.** Reporting Requirements of Schedule 1 Module P particulars – and Schedule 7 – Reporting in Module D - Deed of Standing Offer Agreement for supply of Services.

17 Complaint Management

- (a) At a minimum, the Supplier must have a Complaint Management process in place which includes:
 - (i) All complaints received must be acknowledged in writing within one (1) Business Day of submission.
 - (ii) All complaints received must be responded to in writing within five (5) Business Days of submission; this response must include a proposed resolution or, at a minimum, proposed actions, and next steps.

18 Pre-Placement Candidate Assessment

- (a) The Supplier must have in place a pre-placement candidate assessment that ensures compliance to the Standards and Compliance Framework detailed in Appendix 1.

19 Performance

- (a) The Supplier must have in place a process to record and manage;
 - (i) the performance of the Contract Personnel, including the process for managing any grievances raised; and
 - (ii) ensure the ongoing training, learning and development of the Contract Personnel.

20 Continuous Improvement

- (a) The Supplier must establish efficient processes and supporting tools to manage and meet requests for the Services. It is encouraged that the Supplier considers innovative service delivery methods that can provide cost effectiveness while maintaining professional standards.

21 Quality Management

- (a) To assure a high level of service provision, the Supplier must have as a minimum, an audited quality management system in place that integrates:
 - (i) industry best-practice methodologies; and
 - (ii) continuous improvement processes that are incorporated through all levels of the Supplier's business.
- (b) If the Supplier does not have a quality management system that is certified to the ISO 9001 standard at the commencement of the Agreement, then the Supplier agrees that it will achieve such certification within six (6) months from commencement of this Agreement.

22 Risk Management

- (a) The Supplier must have in place Risk Management and mitigation strategies aligned with ISO 31000 for the following:
 - (i) business continuity
 - (ii) back-up systems
 - (iii) disaster recovery.
- (b) The Supplier's Risk Management processes should be comprehensive and appropriate to the size and nature of their operations.

Delivery

23 Electronic Data Interchange (EDI)

- (a) The Participating Health Services prefer to exchange orders, payments, acknowledgements, invoices, remittance notices and other records (Data) electronically, in place of tangible documents. Suppliers are required to work with the Participating Health Services to achieve this outcome.

24 Vendor management system (VMS)

- (a) HealthShare Victoria (HSV) intends to implement a Vendor Management System (VMS) to streamline operational processes. Upon implementation, it shall be a mandatory requirement for the Supplier to comply with all directives and utilise the VMS for operational purposes related to this Agreement.
- (b) The Supplier acknowledges and agrees to adopt any future Vendor Management System (VMS) that HSV may require for the sourcing and management of Contract Personnel engaged under this Agreement.
- (c) The Supplier shall work collaboratively and in good faith with HSV to ensure a seamless implementation of any future vendor management system introduced for the purposes of this Agreement.
- (d) All parties involved shall implement and maintain appropriate information security control measures to safeguard the confidentiality, integrity, and availability of the Vendor Management System (VMS) and any Contract Personnel information and supporting documents stored or processed within the system.

25 Labour Hire Licensing

- (a) The Supplier warrants that all personnel provided under this Agreement are engaged in compliance with the Labour Hire Licensing Act 2018 and associated regulations.
- (b) Suppliers acknowledge that failure to maintain current registration with the Labour Hire Authority will render them ineligible to provide any Services under this Agreement.
- (c) The Supplier further agrees to provide evidence of current licensing upon request by the Organisation.

Appendix 1 - Standards and Compliance Framework

- a. The Supplier must complete the following checks and maintain the following records for each Contract Personnel provided to a Participating Health Service.
- b. Contract Personnel are not eligible to work at Participating Health Services without the Supplier having sighted and retained on file the records detailed in the Standards and Compliance Framework:

Standard and Compliance	Required Check	Evidence for record
<p>Individual Contract Personnel Credentialing Required before PHS presentation</p> <p>Note: The Supplier must ensure that each Contract Personnel placed has undergone a credentialing check from an ACIC accredited body.</p> <p>The Supplier must provide all reasonable assistance to ensure that the PHS is able to receive evidence of the credentials required from an ACIC accredited body.</p>	Is suitably registered with Australian Health Practitioner Regulation Agency (AHPRA).	<p>All registered nurses, registered midwives and enrolled nurses must hold current registration with AHPRA.</p> <p>Confirmation of check of AHPRA registration website, dated to have been checked within 1 week of the booking request.</p> <p>Certified copy of medical registration, including current and valid registration number and registration type.</p> <p>For the most current and detailed information on the credentialing framework please consult the Nursing and Midwifery Board of Australia (NMBA) and Australian Health Practitioner Regulation Agency (AHPRA).</p>
	Holds valid permission to work in Australia and holds the appropriate valid visa to carry out the work.	Copies of valid visa documentation.
	Has current and valid Registration Number where applicable.	Details of the Registration Number.
	Has undergone a 100-point identity check.	Copies of identity documents.

Standard and Compliance	Required Check	Evidence for record
	Has two referee checks that include references no older than six (6) months from supervisors or Department Heads where they have worked.	Copies of detailed references, including name and contact details of referee.
	Has a current and valid working with children check, no older than two (2) years old. Note that a 'valid' check is a check that meets the requirements of the Worker Screening Act 2020 (Vic)	Dated copy of check and screening validation number.
	Has a current and valid National Coordinated Criminal History Check (NCCHC).	Dated copy of the NCCHC provided by an Australian Criminal Intelligence Commission (ACIC) accredited body to the PHS, or alternative evidence as agreed with PHS (e.g. statutory declaration). PHS can determine the frequency or recency required for NCCHCs based on their own risk assessment.
Individual Contract Personnel Credentialing Required before first shift.	Completes a health assessment, including screening and vaccinations, including Covid-19 and status of immunisation and serology results.	Signed copy of health assessment form. Copy of current immunisations and serology results.
	Has Completed the orientation/induction process specific to the Participating Health Service that the booking is for.	Signed and dated declaration from the Contract Personnel that the orientation/induction process has been complete.
	Has received and read the position description/statement relevant to the booking.	Signed and dated acknowledgement that the position description has been received and read.
	Has current Basic Life Support (BLS) credentials, Advanced Life Support (ALS) and Paediatric Life Support (PLS)	Copy of credentials.

Standard and Compliance	Required Check	Evidence for record
	credentials as per required for the role.	
	Manual Handling FSEP for Midwives EMR PROMPT for Midwives Foetal Surveillance and Neonatal Resuscitation Training Triage Training – ED NDIS screening Hand Hygiene Mask Fit Testing OVA Management Occupational Health and Safety (OH&S) compliance Infection Prevention and Control Occupational violence management training Medication Administration	Contract Personnel has completed appropriate training according to their job role and has the competency to utilise and apply. All training and documentation must be up to date and valid at the time of engaging with the Participating Health Service.
General requirements – Agency Policy and process.	The Supplier has a pool of experienced and appropriately qualified Contract Personnel that can meet the ongoing needs of all PHSS.	A database or documentation of suitably credentialed and assessed Contract Personnel.
	The agency has a suitable complaints management / issue resolution policy	Policy or process documents evidencing that the Supplier is reliably able to acknowledge complaints within one (1) Business Day of submission and respond within five (5) Business Days of submission.
	The Supplier maintains records of formal complaints and disciplinary actions.	Full performance record, including issue and complaint resolution outcomes and disciplinary actions taken.
	The Supplier has a suitable recruitment policy / process.	Policy or process documents that ensures compliance to the Individual Locum Credentialing requirements of the

Standard and Compliance	Required Check	Evidence for record
		HealthShare Victoria Standards and Compliance Framework.
	The Supplier has a suitable performance management policy/process	<p>Policy or process documents evidencing ability to record and manage the performance of Contract Personnel. This needs to include:</p> <ul style="list-style-type: none"> • The process for managing grievances • The process for monitoring and ensuring ongoing training, learning and development.
	The Supplier has an ISO 9001–accredited Quality Management System in place.	Accreditation certificate.
	The Supplier has a suitable risk management policy / process.	<p>Policy or process documents evidencing a suitable risk management process that ensures:</p> <ul style="list-style-type: none"> • business continuity • back-up systems • disaster recovery.

Appendix 2 – Category Specifications

Category specifications based on Enterprise Bargaining Agreements:

- Nurses and Midwives VIC Public sector EA 2024-2028
- VIC Public Mental Health Services EA 2020-2024
- Health and Allied Services Managers and Admin Workers VIC Public sector EA 2021-2025

Category Number	Category	Sub-category
1.1	Registered Nurses and Midwives	Registered Nurse/Midwife, Grade 2, Year 1
		Registered Nurse/Midwife, Grade 2, Year 2
		Registered Nurse/Midwife, Grade 2, Year 3
		Registered Nurse/Midwife, Grade 2, Year 4
		Registered Nurse/Midwife, Grade 2, Year 5
		Registered Nurse/Midwife, Grade 2, Year 6
		Registered Nurse/Midwife, Grade 2, Year 7
		Registered Nurse/Midwife, Grade 2, Year 8
		Registered Nurse/Midwife, Grade 3A, Y1
		Registered Nurse/Midwife, Grade 3A, Y2
		Registered Nurse/Midwife, Grade 3B, Y1
		Registered Nurse/Midwife, Grade 3B, Y2
		Registered Nurse/Midwife, ANUM, Year 1
		Registered Nurse/Midwife, ANUM, Year 2
		Registered Nurse/Midwife, Grade 4A, Y1
		Registered Nurse/Midwife, Grade 4A, Y2
		Registered Nurse/Midwife, Grade 4B, Y1
		Registered Nurse/Midwife, Grade 4B, Y2
		Registered Nurse/Midwife, Grade 5 ADON 201-400
		Registered Nurse/Midwife, Grade 5 ADON 601+
		Registered Nurse/Midwife, Grade 5 ADON 401-600
		Registered Nurse/Midwife, Grade 5 ADON 51-200
		Registered Nurse/Midwife, Grade 5 ADON 13-50
		Registered Nurse/Midwife, Nurse Practitioner, Y2
		Registered Nurse/Midwife, Nurse Practitioner, Y1
		Registered Nurse/Midwife Clinical Nurse/Midwife Specialist
1.2	Enrolled Nurses	Enrolled Nurse, Level 1.1
		Enrolled Nurse, Level 1.2
		Enrolled Nurse, Level 1.3
		Enrolled Nurse, Level 1.4
		Enrolled Nurse, Level 1.5
		Enrolled Nurse, Level 1.6
		Enrolled Nurse, Level 2.1
		Enrolled Nurse, Level 2.2
		Enrolled Nurse, Level 2.3
		Enrolled Nurse, Level 2.4
		Enrolled Nurse, Level 2.5
		Enrolled Nurse, Level 2.6

Category Number	Category	Sub-category
		Enrolled Nurse, Level 2.7
2.1	Registered Psychiatric Nurses	RPN GRADE 1 (RE-ENTRY)
		RPN GRADE 2 YEAR 1
		RPN GRADE 2 YEAR 2
		RPN GRADE 2 YEAR 3
		RPN GRADE 2 YEAR 4
		RPN GRADE 2 YEAR 5
		RPN GRADE 2 YEAR 6
		RPN GRADE 2 YEAR 7
		RPN GRADE 2 YEAR 8
		RPN GRADE 2 YEAR 9
		RPN GRADE 2 ADVANCED
		RPN GRADE 3 YEAR 1
		RPN GRADE 3 YEAR 2
		RPN GRADE 3 YEAR 3
		RPN GRADE 3 YEAR 4
		RPN GRADE 3 YEAR 5
		RPN GRADE 4 YEAR 1
		RPN GRADE 4 YEAR 2
		RPN GRADE 4 YEAR 3
		RPN GRADE 4 YEAR 4
		RPN GRADE 4 YEAR 5
		RPN GRADE 6
		RPN GRADE 7 YEAR 1
		RPN GRADE 7 YEAR 2
		RPN GRADE 7 YEAR 3
		RPN GRADE 5
		RPN G4 Y3 UNIT MGR
		RPN G4 Y2 UNIT MGR
		RPN G4 Y1 UNIT MGR
		PSYCH CLIN NURSE SPEC
		RPN GRADE 2 YEAR 10
2.2	Enrolled Psychiatric Nurses	PEN 1 YEAR 1
		PEN 1 YEAR 2
		PEN 1 YEAR 3
		PEN 1 YEAR 4
		PEN 1 YEAR 5
		PEN 1 YEAR 6
		PEN 1 YEAR 7
		PEN 1 YEAR 8
		PEN 2 YEAR 1
		PEN 2 YEAR 2
		PEN 2 YEAR 3
		PEN 2 YEAR 4
		PEN 3 YEAR 1

Category Number	Category	Sub-category
		PEN 3 YEAR 2
		PEN 3 YEAR 3
		PEN 3 YEAR 4
3.1	Instrument Technicians	Instrument Technician Grade 1
		Instrument Technician Grade 2
		Instrument Technician Grade 3
		Instrument Technician Grade 4
3.2	Theatre Technicians	Theatre Technician Grade 1
		Theatre Technician Grade 2
		Theatre Technician Grade 3
		Theatre Technician Grade 4
3.3	Health Care Workers	Health Care Worker Grade 1
		Health Care Worker Grade 2
		Health Care Worker Grade 3
3.4	Patient Services Assistants	Patient Services Assistant Level 1
		Patient Services Assistant Level 2
4.1	Food and Domestic Services Assistants	Food and Domestic Services Assistants
4.2	Trade Cook	Trade Cook
4.3	Housekeeper	Housekeeper
4.4	Orderly/Cleaner	Orderly/Cleaner