



**Australian Government**

**Department of Veterans' Affairs**

**TERMS AND CONDITIONS  
for the provision of  
COMMUNITY NURSING SERVICES**

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## **TERMS AND CONDITIONS**

### **1. THE AGREEMENT**

- 1.1 The Commonwealth, as represented by the Department of Veterans' Affairs, the Repatriation Commission and the Military Rehabilitation and Compensation Commission (collectively referred to as DVA) offers community nursing (CN) providers an agreement for the provision of community nursing services (CN services) to entitled persons.

### **2. PRE-CONDITIONS OF THE AGREEMENT**

- 2.1 A CN provider must meet the pre-conditions in clauses 2.2 to 2.3, inclusive.

#### **2.2 Non-Individual Legal Entity**

- (a) The CN provider must be a non-individual legal entity, such as a company, trust, partnership, or association.

#### **2.3 Experience and expertise**

- (a) All personnel (including sub-contractors) as outlined in Section 5.1 and 5.2 of the Notes that are employed by the CN provider to deliver clinical and/or personal care services to entitled persons must have a minimum of three (3) years experience in the community nursing field; and
- (b) A CN provider must ensure that all community nursing services delivered by an Enrolled Nurse and/or Nursing Support Staff are planned, delegated, supervised and documented by a Registered Nurse as outlined in Section 5.3.4 of the Notes.

### **3. ACCEPTANCE OF OFFER**

- 3.1 A CN provider accepts the offer by accepting the Terms and Conditions and providing the details requested in the Pro Forma on Administrative Information.
- 3.2 Once the Terms and Conditions are accepted by signing at clause 18 of this document and the document is submitted to DVA, a legally binding agreement will come into force between you and DVA.

### **4. CONTENT OF AGREEMENT**

- 4.1 The Agreement comprises the:
- (a) Community Nursing Services Terms and Conditions (this document);
- (b) The Notes for Community Nursing Providers (the Notes) at Annexure A to this document; and
- (c) DVA Community Nursing *Schedule Fees* (Schedule of Fees) at Annexure B to this document.

- 4.2 You must read, understand and accept the entire agreement as you undertake obligations to:
- (a) make your business available to receive referrals as the need arises;
  - (b) provide CN services to entitled persons in accordance with the terms explained in the Notes for community nursing providers; and
  - (c) comply with all other obligations in the agreement.
- 4.3 In return for you becoming a CN provider, DVA undertakes to pay you the scheduled or agreed fees for the services you provide in accordance with the agreement.

## **5. TERM OF AGREEMENT**

- 5.1 The Agreement will commence upon execution of the Agreement (clause 3.2) and will end when:
- (a) the CN provider goes into liquidation, enters into a scheme of arrangement or ceases to exist; or
  - (b) the CN provider withdraws from providing CN services by giving notice to DVA; or
  - (c) the CN provider does not make a claim for three (3) years; or
  - (d) DVA gives notice of termination under clause 9.

## **6. SERVICES UNDER THIS AGREEMENT**

- 6.1 CN providers who are a party to this Agreement will be included on DVA's panel of community nursing providers (CN providers) at <http://www.dva.gov.au/providers/community-nursing> and be authorised to accept and fulfil referrals for CN services. When a CN provider receives a referral from an authorised referral source (outlined in Section 3.2 of the Notes), the CN provider will provide the services specified in accordance with this Agreement.
- 6.2 DVA guarantees no level of business for CN services to a CN provider.

## **7. PERIODIC REVIEW OF AGREEMENT**

- 7.1 DVA will periodically review this Agreement with a view to determining if it continues to represent value for money for DVA.

## **8. WITHDRAWAL AND TERMINATION OF AGREEMENT BY CN PROVIDER**

- 8.1 The CN provider may, at any time, notify DVA in writing that it proposes to terminate this Agreement (**Proposed Termination Notice**). At the same time as providing the Proposed Termination Notice to DVA, the CN provider must provide a draft transfer plan to DVA outlining how the CN provider proposes to manage the transfer of each entitled person to whom it is providing CN services to another CN provider (**Transferring Person**).

- 8.2 DVA may, acting reasonably, require amendments to the draft transfer plan provided by the CN provider and the CN provider must promptly, after receiving such changes, amend the draft transfer plan and resubmit it to DVA for approval as often as necessary until the transfer plan has been approved by DVA (**Agreed Transfer Plan**).
- 8.3 DVA and the CN provider must use all reasonable endeavours to ensure that an Agreed Transfer Plan is in place within 30 days after DVA receives the Proposed Termination Notice.
- 8.4 The CN provider must, at its cost, comply with the Agreed Transfer Plan and otherwise:
- (a) do all things reasonably necessary to facilitate a smooth transition of each Transferring Person to another CN provider; and
  - (b) comply with DVA's reasonable requirements relating to the transfer of each Transferring Person.
- 8.5 The CN provider:
- (a) must continue to provide CN services to a Transferring Person in the manner required by this Agreement; and
  - (b) is entitled to be paid for CN services provided to a Transferring Person, until the Transferring Person has been transferred to another CN provider in accordance with Section 3.3 of the Notes and this clause.
- 8.6 After the CN provider has complied with this clause and all Transferring Persons have been transferred to another CN provider, the CN provider may, by written notice to DVA, terminate this Agreement with immediate effect.
- 8.7 Having terminated this Agreement, the CN provider may, without prejudice, re-apply to enter into an Agreement at any time in the future.

## **9. TERMINATION OF AGREEMENT BY DVA**

- 9.1 DVA may terminate the Agreement by giving notice to the CN provider when:
- (a) the CN provider breaches or does not perform its obligations under this Agreement, and does not remedy the position within the time set by DVA in a remediation notice, not exceeding 30 days; or
  - (b) the CN provider commits fraud or obtains an advantage by misrepresentation; or
  - (c) the CN provider behaves in a manner that makes the CN provider an unfit or improper entity in the reasonable view of DVA; or
  - (d) after a review of the Community Nursing Program, DVA concludes that it is no longer effective, efficient or economical to continue with the Community Nursing Program; or
  - (e) there is a significant change in government policy.

## **10. FEES AND PAYMENTS**

- 10.1 DVA undertakes to pay the CN provider the scheduled fees for the CN services provided to an entitled person. Fees must be claimed via the Department of Human Services' online claiming system, unless prior approval is granted by DVA to smaller providers.
- 10.2 The Schedule of Fees at Annexure B to this Agreement is non-negotiable.
- 10.3 CN providers accept the Schedule of Fees as full payment for community nursing services without imposing any additional charges on the entitled person.
- 10.4 Fees will be reviewed for indexation annually. Fees may also be amended from time to time outside of indexation arrangements. All changes to fees will be at the sole discretion of DVA.
- 10.5 Amendments to the Schedule of Fees will be published on AusTender and the DVA website: <http://www.dva.gov.au/providers/community-nursing>

## **11. AMENDMENT OF AGREEMENT TERMS**

- 11.1 DVA may amend the terms of the Agreement from time to time. An updated Agreement, as well as details of amendments made, will be published on AusTender and the DVA website: <http://www.dva.gov.au/providers/community-nursing>
- 11.2 DVA will notify CN providers if an amendment is major or is potentially unfavourable to providers. DVA will provide reasonable notice with the length of the notice to be commensurate with the gravity of the change.
- 11.3 A CN provider will be taken to have accepted an amendment if the CN provider makes a claim for fee payment after the amendment is published on the DVA website.

## **12. PROVISION AND DISCLOSURE OF PROVIDER INFORMATION**

- 12.1 For the ongoing management of the Community Nursing Program the CN provider will supply to DVA administrative information including, but not limited to, the CN provider organisation, types of CN service provision, geographical coverage of CN services, sub-contractors and continuous improvement. This administrative information will be provided on request from DVA.
- 12.2 Under this Agreement the CN provider gives consent to:
  - (a) the organisational details on the CN provider being published for the purposes of the Community Nursing Program; and
  - (b) DVA disclosing information provided by the CN provider as is necessary for the purposes of administering the Community Nursing program.

### **13. REPRESENTATIONS AND INDUCEMENTS**

13.1 A CN provider cannot:

- (a) represent itself in any way as a DVA preferred provider; or
- (b) refer to DVA in any of its advertisements without obtaining written permission from DVA to include the reference prior to advertising. Even with written permission, the CN provider may only state that it is authorised to deliver CN services to entitled persons; or
- (c) offer inducements or other offers to entitled persons or their spouses/families; or
- (d) use the Australian Government logo in any advertisement.

13.2 If the advertisement or website is only brought to DVA's attention after publication, the CN provider will be contacted and advised of these guidelines. If the advertisement or website does not conform to these guidelines it can no longer be used and must be removed from the public space.

### **14. INSURANCE**

***A CN provider must have:***

- (a) Public (and Products) liability insurance for not less than \$10,000,000 per claim covering liability owed to another person who suffers loss or damage by reason of your business activities;
- (b) Professional indemnity type insurance for not less than \$5,000,000 per claim; and
- (c) Workers' compensation insurance as required by State/Territory law.

### **15. COMPLIANCE WITH LAW AND POLICY**

15.1 The CN provider shall, in the performance of its obligations arising out of or in connection with the Agreement comply with all applicable law and Commonwealth policy.

15.2 (*Workplace Gender Equality*) If the CN provider becomes non-compliant with the *Workplace Gender Equality Act 2012* during the Term of the Agreement, the CN provider must notify DVA.

15.3 (*Indigenous Procurement Policy*) It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy. Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and/or use of Indigenous suppliers in the community nursing providers supply chain. For further information see the Commonwealth Indigenous Procurement Policy at <http://www.dpmpc.gov.au/indigenous-affairs/publication/commonwealth-indigenous-procurement-policy> Accordingly the CN provider must use reasonable endeavours to increase:

- (a) purchasing from Indigenous enterprises (being an organisation that is 50 per cent or more Indigenous owned that is operating a business); and
  - (b) employment of Indigenous Australians in the delivery of the Agreement.
- 15.4 The CN provider must provide such written reports and evidence of its compliance with this clause 10, if requested by DVA.

## **16. DECLARATIONS**

- 16.1 I have the necessary authority on behalf of my organisation to make this declaration;
- 16.2 To the best of my knowledge and belief, the information provided is true and correct;
- 16.3 My organisation is financially viable to provide the required services, and will advise DVA immediately should the organisation become insolvent, be placed into administration or otherwise have financial difficulties that may affect the provision of the required services;
- 16.4 My organisation will indemnify DVA, its officials and contractors against any claim, loss or damage arising in connection with any breach of my organisation's obligations or representations under this agreement. My obligation to indemnify DVA, its officials and contractors will be proportionally reduced to the extent that any act or omission, on the part of DVA or its officials or contractors contributed to the claim, loss or damage;
- 16.5 My organisation agrees to DVA issuing Recipient Created Tax Invoices and Recipient Created Adjustment Notes under the A New Tax System (Goods and Services Tax) Act 1999 (GST Act) in respect of all GST - taxable supplies under this Agreement;
- 16.6 In relation to the *Workplace Gender Equality Act 2012 (Cth)*, I declare that, if my organisation is a relevant employer, I have attached a current letter of compliance as part of my organisation's acceptance of offer which indicates my compliance with the *Workplace Gender Equality Act 2012 (Cth)*; and
- 16.7 My organisation has not had a judicial decision against them (not including decisions under appeal) relating to the non-payment of employee entitlements.



**17. ACCEPTANCE OF AGREEMENT**

17.1 I have read, understood and accept these Terms and Conditions, the Notes at Annexure A, and the Schedule and Fees at Annexure B that together comprise the Agreement;

17.2 I further understand and accept that by signing this document and submitting the signed document to DVA, together with the administrative information required in the Pro forma released with these Terms and Conditions, that a legally binding agreement will come into force between DVA and the organisation that I represent.

Name.....(please insert)

Title/Position:.....(please insert)

Organisation Name:.....(please insert)

Street address:.....

.....State:.....Postcode:.....

Postal address:.....

.....State:.....Postcode:.....

Telephone number:.....

Mobile number: .....

Fax number: .....

Email address: .....

.....  
(Signature of person making declaration)

Date.....

**Additional details for DVA administration**

Will your organisation be providing both clinical and personal services? Yes / NO, if NO please specify which services you will be providing: .....

Australian Business Number (ABN):.....

Are you registered for GST?.....Yes .....No.....please tick

If you are an existing CN provider, supply:  
Your current provider number: .....

Return this signed document together with the completed Pro Forma on Administrative Information by email to:

[CN.AGREEMENT@dva.gov.au](mailto:CN.AGREEMENT@dva.gov.au)