



Aboriginal and Torres Strait
Islander Health Practice
Chinese Medicine
Chiropractic
Dental
Medical
Medical Radiation Practice
Nursing and Midwifery
Occupational Therapy
Optometry
Osteopathy
Pharmacy
Physiotherapy
Podiatry
Psychology

Australian Health Practitioner Regulation Agency

Request for Quote

Pharmacy Oral Examination: Examiner Training Development

5 December 2014

Purpose

The purpose of this document is to provide information to assist bidders in the preparation and submission of quotes for development of training for examiners of the Pharmacy oral examination (practice).

Background

Australian Health Practitioner Regulation Agency

The Australian Health Practitioner Regulation Agency (AHPRA) was established in July 2010 to improve the quality and safety of Australia's health services through a modernised national regulatory scheme for health professionals.

AHPRA has an office in each State and Territory responsible for the majority of operational matters and a National Office in Melbourne. AHPRA reports to a Ministerial Council and is governed by an Agency Management Committee appointed by the Ministerial Council. AHPRA supports the operations of the national boards for each profession covered by the scheme, and the State and Territory boards and committees established by the national boards.

The services provided by AHPRA to the National Boards employ best practice approaches to regulation and cover registration functions, the management of a national public register of health practitioners, the receipt of complaints on behalf of the Boards and, subject to decisions by States and Territories, responsibility to the Boards for the highest standards of professional investigations and disciplinary prosecutions.

The health professions currently regulated by the national scheme are :

- Aboriginal and Torres Strait Islander Health Practice
- Chinese Medicine
- Chiropractic
- Dental
- Medical
- Medical Radiation Practice
- Nursing and Midwifery
- Occupational Therapy
- Optometry
- Osteopathy
- Pharmacy
- Physiotherapy
- Podiatry
- Psychology

Procurement Scope

Specification

Introduction

To be eligible for general registration as a pharmacist in Australia, in accordance with section 52 (1)(b) of the Health Practitioner Regulation National Law, an individual must successfully complete any examination or assessment required by an approved registration standard. The *Examinations for general registration standard* published by the Pharmacy Board of Australia (the Board) states that an individual must successfully complete a written and/or an oral examination in order to demonstrate their competence to practise.

The oral examination (practice) is the final assessment of an intern pharmacist's competence to practise as a pharmacist in Australia and requires candidates to demonstrate that they can apply their knowledge and skills competently to situations which may be encountered in practice.

The Board entrusts the integrity of the oral examination (practice) to examiners to ensure candidates are reliably assessed on their ability to demonstrate they can work safely, professionally and ethically unsupervised. AHPRA Pharmacy Professional Officers deliver regular training for examiners nationwide to ensure consistency in delivery and assessment of candidates:

- prior to participating as an examiner, approved examiners must have attended training specified by the Board and observed at an oral examination
- approved examiners are required to attend examiner training annually

Objective

The Board has agreed funding for the development of examiner training, to deliver:

- training methods and tools to address the varying needs of new and experienced examiner groups.
- a cohort of trained examiners to deliver a valid and reliable examination which assesses the competence of intern pharmacists.

Scope

The scope of this procurement includes:

Phase 1: Review and analysis

Analysis of current examination processes impacted by examiner training. This includes:

- Review: marking templates, completed examiner documentation, relevant background information
- Observation: examiner training/briefing, examination delivery, interviews with unsuccessful candidates
- Consultation: key informant interviews with stakeholders
- Evaluation: training needs analysis of new/experienced examiners

Phase 2: Development

Development of a proposal for examiner training to include:

- Development of tailored training to meet the needs of new and experienced examiner cohorts
- Development of tools in support of training delivery (eg: PowerPoint presentation, handbook, evaluation questionnaire, web modules etc)
- A proposal to deliver revised training and materials (Phase 3) for approval by the Board's Registration and Examinations Committee

Phase 3: Implementation and evaluation

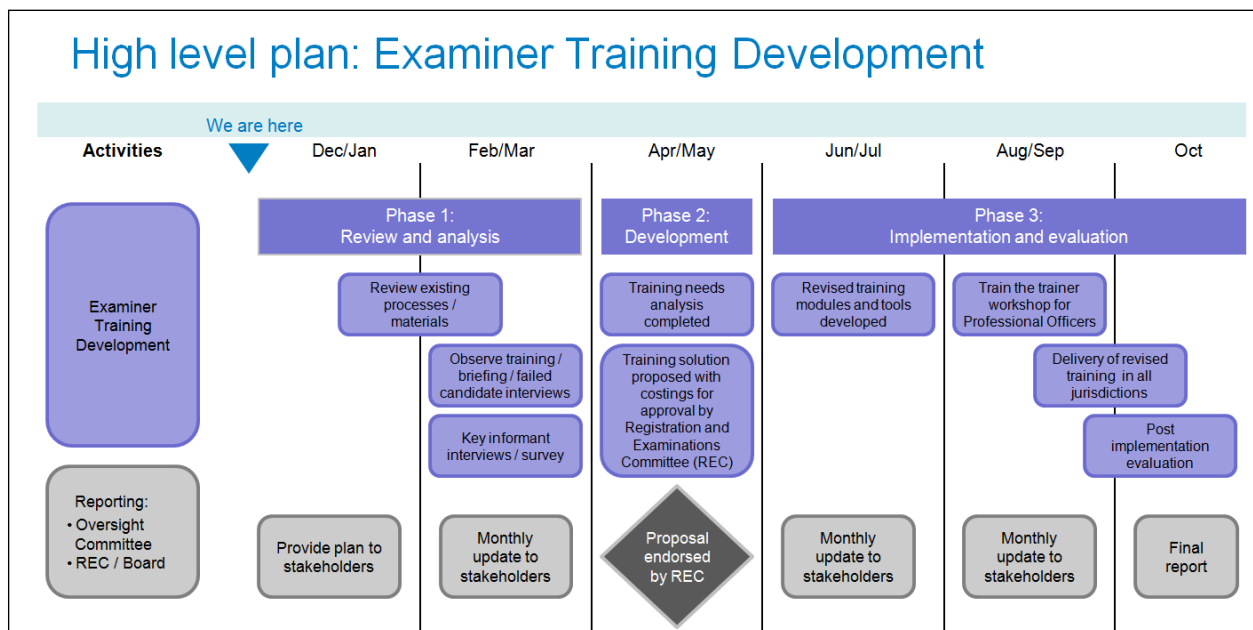
- Delivery of training to professional officers who deliver training to examiners
- Evaluation of revised training delivery (materials and methods) by participants
- Submission of final report

The scope of this procurement excludes:

- Oral examination (practice) assessment methodologies
- Examination content/structure

Key Deliverables

The project will be staged over ten months (Jan – Oct 2015) to correspond with examination business as usual (BAU) training and delivery milestones:



Project deliverables	
Timing	Deliverable
<u>Phase 1</u>	<ul style="list-style-type: none"> • Identification of examiner training issues to be addressed through training and/or information tools
<u>Phase 2</u>	<ul style="list-style-type: none"> • Development of a proposal for examiner training in Phase 3, to include: <ul style="list-style-type: none"> ➢ structure of training for new and experienced examiners, outlining how proposed training addresses issues identified in Phase 1 ➢ proposed costs and resources to develop training materials ➢ model for delivering training (e.g. train the trainer)
<u>Phase 3</u>	<ul style="list-style-type: none"> • Delivery of (e.g. train the trainer) workshop for national network of Pharmacy Professional Officers • Suite of training materials (eg PowerPoint presentation, handbook, web modules etc) • Post implementation evaluation of training delivery (train the trainer and examiner training) and information tools
Reporting requirements	
Timing	Deliverable
<u>Monthly</u>	<ul style="list-style-type: none"> • Written report of progress towards delivery of outputs, submitted by email to National Examinations Coordinator
<u>Final Report</u>	<ul style="list-style-type: none"> • Written report at conclusion of Phase 3, submitted by email to National Examinations Coordinator

Evaluation of Quotes

Timetable

Key timelines for this proposal are indicated below. These dates are advised as a guide only to projected timelines. The Australian Health Practitioner Regulation Agency (AHPRA) will make every effort to maintain this schedule, but reserves the right to vary dates.

Date RFQ released	Friday 5 December 2014
Closing date for requests for further information	Friday 19 December 2014
Closing date for submission of quotes	Friday 9 January 2015
Shortlisting/assessments completed by	Monday 19 January 2015
Contract commencement	Tuesday 27 January 2015
Contract completion	Friday 30 October 2015

Evaluation Criteria

The successful bidder will require a background relevant to the assignment and a demonstrated capacity to successfully provide the required goods or services. All bidders will be evaluated against the evaluation criteria specified below.

Criteria relating to the bidder	
<u>Criterion 1</u>	Qualified and experienced in assessment methodology, preferably in relation to the competency assessment of pharmacists or other health practitioners or in assessment of pharmacy students. Good understanding of principles of adult learning and assessment.
<u>Criterion 2</u>	Evidence of understanding of the project requirements
Criteria relating to project deliverables	
<u>Criterion 3</u>	Availability to meet the specified timelines.
<u>Criterion 4</u>	Ability to deliver the specified outcomes and outputs.
<u>Criterion 5</u>	Evidence of an effective methodology.
<u>Criterion 6</u>	Ability to meet prescribed budget.

Evaluation and Scoring

Quotes will be evaluated against the criteria listed above, using the following scale:

Evaluation	Score
Exceeds all aspects of the evaluation criterion	4
Exceeds some aspects of evaluation criterion (and meets all other aspects of the evaluation criterion)	3
Meets the selection criterion	2
Fails some aspects of the selection criterion	1
Fails all aspects of the selection criterion.	0

An initial evaluation may be used to shortlist proposals. Following shortlisting, one or more bidders may be interviewed to provide clarification or further information. Shortlisted bidders may be invited, as part of Request for Quote

the evaluation process, to submit a Best and Final Offer in relation to all or certain aspects of their respective quotes.

All bidders will be advised of the final outcome of the selection process.

The successful bidder will be engaged under the AHPRA standard contract for services and consultancy – see attached.

Pricing

Quotes inclusive of GST are sought on a fixed price basis (eg. lump sum, hourly rate including expenses, milestone payments).

For services, as part of the quote a breakdown of the proposed resource allocation should be included indicating what resources are to be provided, time commitment, hourly rate (if applicable) and individual resource cost as well as total project cost.

All prices are to be fixed for at least 90 days from the date of submission of quotes.

Terms and Conditions

The RFQ process will be managed in accordance with the terms and conditions set out below.

1. *General.* Bidders should familiarise themselves with this document and ensure that their quotes conform with the requirements set out in it. Bidders are deemed to have examined statutory requirements and satisfied themselves that they are not participating in any anti-competitive, collusive, deceptive or misleading practices in structuring and submitting the quote.
2. *Acceptance.* Non complying quotes may be rejected. AHPRA may not accept the lowest priced quote and may not accept any quote.
3. *Explanations.* AHPRA shall not be bound by verbal explanations or instructions given prior to acceptance of a proposal.
4. *Financial Assessments.* AHPRA reserves the right to engage a third party to carry out assessments of bidders' financial, technical, planning and other resource capability.
5. *Legal Entity.* Bidders must provide proof of their legal status. A legal agreement/contract can only be entered into by AHPRA with an organisation or individual with legal status established under :
 - Associations Incorporation Act
 - Co-operatives Act
 - Corporations Law
 - Health Services Act
 - an individual Act of Parliament
 - Natural Person (person at least 18 years of age, with mental capacity to understand the agreement, not under any order or bankrupt)
 - Trustee Act
6. *Taxation Requirements.* AHPRA prefers to deal with suppliers who have an Australian Business Number (ABN), unless there is clear evidence that the relevant supply is not assessable for income tax purposes (i.e. hobby or recreational interest).
7. *Additional Information.* If additional information to that contained in this document is required by AHPRA when bids are being considered, written information and/or interviews may be requested to obtain such information at no cost to AHPRA. AHPRA may also provide additional information or clarification.
8. *Process.* AHPRA reserves the right to withdraw from the request for quote process described in this document for whatever reason, prior to the signing of any agreement/contract with any party for the delivery of goods or services described in this document, and/or to alter the process.
9. *Negotiation.* AHPRA reserves the right to negotiate with shortlisted bidders after the request for quote closing time and to allow any bidder to alter its quote.

10. *Part Quotes.* AHPRA reserves the right to accept quotes in relation to some and not all of the scope of activity described, or appoint one, more than one or no organisation on the basis of the quotes received.
11. *Conflicts of Interest.* Bidders must declare to AHPRA any matter or issue which is, may be perceived to be or may lead to a conflict of interest regarding their proposal or participation in the supply of the goods or services described. Bidders must describe a strategy so that any conflict of interest will be avoided.
12. *Confidentiality.* All bids and any accompanying documents become the property of AHPRA. Ownership of all information, reports or data provided by AHPRA to bidders resides in AHPRA. The bidder shall not, without the written approval of the CEO of AHPRA, use the information or reports other than in the development of the quote or the delivery of the goods or services. Such information, in whatever form provided by AHPRA or converted by the bidder, must be destroyed in a secure fashion following advice of the outcome of the request for quote process or at completion of the provision of the goods or services.
13. *Notification of Probity Breach Required.* Should any bidder consider that the request for quote process has failed to accord it fair right to be considered as a successful bidder or that it has been prejudiced by any breach of these Terms and Conditions or other relevant principle affecting the bids or their evaluation, the bidder must provide immediate notice of the alleged failure or breach to the Contact Person. Notification must set out the issues in dispute, the impact on the bidder's interests, any relevant background information and the outcome desired.
14. *Lobbying.* Any attempt by any bidder to exert influence on the outcome of the assessment process by lobbying, directly or indirectly, AHPRA staff, Board members, Agency Management Committee members or Members of Parliament, will be grounds for disqualification of the bid from further consideration.
15. *Dumping of Goods.* Quotes from suppliers who are offering goods subject to an Australian Customs Dumping Notice will be disqualified from further consideration. AHPRA reserves the right to suspend an agreement where the supplier is providing goods subject to an Australian Customs Dumping Notice.
16. *Pricing.* All quotes must be represented in Australian dollars. Price variations over the period of the contract must be advised. Bidders must state the factor and reasons for any variation.

Queries

Queries can be directed to:

Contact Name	Robyn Boyes, National Examinations Coordinator
Email Address	robyn.boyes@ahpra.gov.au
Phone Number	(03) 8708 9310

All requests for clarification or for additional information must be lodged by the nominated date (refer to the process timetable above) to allow sufficient time for response and information to be provided to all parties quoting. AHPRA reserves the right to not respond to such requests, irrespective of when such requests are received.

Submission of Quotes

All quotes must be made by completing and signing the attached Response Schedule, which is to be submitted as follows:

Email Address	tenders@ahpra.gov.au
Quotes must be received at the above Email Address by	5pm, Friday 9 January 2015

Response Schedule

Background Information

Bidder Details

Full Legal Name of the Bidder	
Trading Name	
Entity Status (eg: Partnership, Company etc)	
ACN number	
Registration for GST	(Yes or No)
Australian Business Number (ABN)	
Place of Incorporation	
Postal Address	
Principal office	
Contact Person	
Position/Title	
Telephone No	
Mobile No	
Facsimile No	
E-mail address	

Qualifications and Experience of Key Project Staff

Name	
Title/Office Held	
Employee or Consultant	
Qualifications	
Length of Relationship with Company	
Previous Experience	
Role/functions to be performed	

Financial Capability

<p>Bidders are required to demonstrate that they have the financial capacity to provide, over the term of the contract, all the requirements specified in this RFQ. Accordingly, please provide the following information.</p> <p>If the answer to any of the following questions is yes, provide an explanation.</p>	
(a) Are there any significant events, matters or circumstances which have arisen since the end of the last financial year which may significantly affect the operations of the Bidder?	
(b) Are there any mergers/acquisitions either recent (within the past 12 months) or which are imminent?	

(c) Are there any proceedings, either actual or threatened, against the Bidder, its parent or associated entities or any director of the Bidder, its parent or associated entities or have there been any such proceedings within the past five years? If so, what (if any) remedial action has been taken in respect of such proceedings?	
(d) Are there any bankruptcy actions against a director of the Bidder, its parent or associated entities, or has there been within the past five years?	
(e) Are there any de-registration actions against the Bidder, its parent or associated entities on foot, or have there been any within the past five years?	
(f) Are there any insolvency proceedings, actual or threatened (including voluntary administration, application to wind up, or other like action) against the Bidder, its parent or associated entities on foot, or have there been any within the past five years?	
(g) Is the Bidder, its parent or associated entities currently in default of any agreement, contract, order or award that would or would be likely to adversely affect the financial capacity of the Bidder to provide the Goods and/or Services contemplated by this RFT?	
(h) Are there any other factors which could adversely impact on the financial ability of the Bidder to successfully perform the obligations contemplated by this RFQ?	
(i) Is the Bidder solvent and able to meet its debts as and when they fall due in the normal course of business?	
In addition to the information required above, bidders are required to undertake to provide to AHPRA upon request all such information as AHPRA reasonably requires to satisfy itself that the Bidder is financially viable and has the financial capability to provide the goods and/or services for which they are bidding and to otherwise meet their obligations under the proposed contract.	
Provide your signature as your undertaking to comply with this request.	
Will you provide valid tax invoices?	(Yes or No)

Insurance (please provide details as relevant to your quote)

Proof of insurance cover:	Provider	Policy Number	Expiry Date	Limit of Liability
• Public liability				
• Professional indemnity				
• Others as relevant				
• Relevant exclusions:	(Provide separately summary of any <i>relevant</i> exclusions to the above, and their potential impact on this contract)			

Referees (please provide at least two)

	Referee 1	Referee 2
Company Name		
Postal Address		
Contact Person		
Position/Title		
Telephone Number		
Email Address		
Nature of work performed		
Length of professional relationship		

Proposal

Overview

Describe how you intend to meet the requirements of the project, including details of how the project will be implemented, managed and monitored. The extent to which a practical and workable approach is developed is a key consideration.

Please structure this information against each of the evaluation criteria for this project, as follows:

Evaluation Criteria	Bidder's Response to each Criterion
1. Qualified and experienced in assessment methodology, preferably in relation to the competency assessment of pharmacists or other health practitioners or in assessment of pharmacy students. Good understanding of principles of adult learning and assessment.	
2. Evidence of understanding of the project requirements	
3. Availability to meet the specified timelines.	
4. Ability to deliver the specified outcomes and outputs.	
5. Evidence of an effective methodology.	
6. Ability to meet prescribed budget.	

Summary of costs

An indicative budget range of \$70 000 - \$100 000, inclusive of expenses, has been set for this project.

Please allow for travel to at least one interstate jurisdiction in Phases 1 and 3.

Train the trainer workshop may be delivered by videoconference from AHPRA offices in Melbourne.

Deliverables	Phase 1 (\$)	Phase 2 (\$)	Phase 3 (\$)
Phase 1: <i>(please detail)</i>			
Phase 2: <i>(please detail)</i>			
Phase 3: <i>(please detail)</i>			
Other costs, eg venue, travel, catering, other expenses <i>(please detail)</i>			
Total Price (A\$ and GST inclusive):			

Acceptance of Terms and Conditions

IMPORTANT: An authorised officer of the Bidder must signify acceptance of the Terms and Conditions of this quote.

If the response is submitted by post, the authorised officer's signature as indicated in this part, and submission of a quote in response to the request for quote, signifies acceptance of all Terms and Conditions.

If the quote is submitted by e-mail, you must type the words "I ACCEPT" in the signature space to signify your acceptance of all Terms and Conditions.

Acceptance of Conditions and Endorsement

Signature of Authorised Officer	(sign here or type your acceptance)
Name of Authorised Officer	
Title/Office Held	
Date	

**Attachment 1:
AHPRA standard contract**



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Psychology

Australian Health Practitioner Regulation Agency

CONTRACT FOR SERVICES

Parties

This Contract for Services is between

Australian Health Practitioner Regulation Agency (ABN: 78 685 433 429) ('AHPRA')

And

Insert name of Contractor (ABN: #) ('Contractor')

1 What the Contractor must do

- 1.1 During the term of this Contract, the Contractor must provide the services ('**Services**') set out in item 3 of Schedule 1.
- 1.2 The Services must be done on time, lawfully and to a reasonable standard.
- 1.3 Whilst on AHPRA premises, the Contractor and any of its representatives must comply with AHPRA's reasonable and lawful directions and policies.
- 1.4 The Contractor warrants that to the best of its knowledge, after making reasonable inquiries, the Services will not breach any right of a third party, including Intellectual Property rights.
- 1.5 The term of this Contract:
 - (a) begins on the earlier of both parties signing, or the start date specified in Item 3 of Schedule 1; and
 - (b) ends on the end date specified in Item 3 of Schedule 1, unless terminated before then.
- 1.6 If the Contractor fails to deliver the Services to AHPRA's reasonable satisfaction by the last day of the term, AHPRA may at its own option extend the term until the Services are delivered or AHPRA otherwise notifies the Contractor.

2 Fees

- 2.1 The Contractor must send AHPRA an invoice after it has provided the Services or in accordance with any Fee Schedule set out in Item 4 of Schedule 1. If required by AHPRA, it must also provide details of the Services provided.
- 2.2 If the Contractor is liable to pay GST for a taxable supply it makes under this Contract, its invoice must be a valid tax invoice, and AHPRA need not pay until it receives this tax invoice.
- 2.3 The Fees payable to the Contractor for the Services are specified in item 4 of Schedule 1.
- 2.4 If the Fees are consideration for taxable supplies, they include an amount equal to the GST payable in respect of those supplies.
- 2.5 Without limiting clause 2.4, all taxes, duties and government charges regarding this Contract must be paid by the Contractor.
- 2.6 Unless AHPRA disputes an invoice, it will pay the Fees within thirty (30) days of receiving the invoice.
- 2.7 Words defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

3 Expenses

- 3.1 The Contractor may only claim expenses:
- (a) where Item 4 of Schedule 1 specifies an amount for expenses or AHPRA agrees in writing, in advance, to pay expenses;
 - (b) up to the amount specified in Item 4 of Schedule 1 or approved by AHPRA in writing; and
 - (c) on the basis of actual expenses incurred, as evidenced to AHPRA's satisfaction.
- 3.2 If AHPRA agrees to reimburse the Contractor for expenses, and the Contractor can obtain an input tax credit on an acquisition associated with those expenses, the amount AHPRA is required to pay is:

- (a) reduced by the amount of that input tax credit; but
- (b) increased by any amount of GST payable by the Contractor in respect of the reimbursement.

4 Confidentiality and Privacy

- 4.1 In providing the Services, the Contractor must comply with the *Privacy Act 1988* (Cth) and the *Health Practitioner Regulation National Law ('the National Law')* (as in force in each state and territory) in the same way that AHPRA would be bound to comply with those Acts. The Contractor must also do anything required to ensure AHPRA complies with those Acts.

(For example, this means the Contractor and the people it engages have a duty of confidentiality regarding 'protected information' under the National Law – see Part 10 of the National Law).

- 4.2 AHPRA and the Contractor must keep each other's confidential information ('**Confidential Information**') confidential and must not disclose, or permit disclosure, of that information except:
- (a) where necessary to perform obligations or exercise rights under this Contract, or to audit activities under the Contract;
 - (b) as authorised or required by law, or where the information is used in relation to legal proceedings;
 - (c) if the information is required by a public sector auditor (as defined in the National Law) or the National Health Practitioner Ombudsman in the course of performing their statutory duties;
 - (d) where the information is already made public other than by breach of this Contract; or
 - (e) where the other party gives prior written consent to the disclosure.
- 4.3 Confidential Information includes, but is not limited to:
- (a) any information that a party maintains in confidence or marks as confidential;
 - (b) information that by its nature, and in the circumstances, would be regarded as confidential by a reasonable person; and
 - (c) internal administrative, financial and personnel data of a party.

- 4.4 The Contractor must not collect, use or disclose:
- (a) personal information or health information (as defined in the *Privacy Act 1988* (Cth)); or
 - (b) protected information (as defined in the National Law),
- except to the extent reasonably necessary to perform the Contract.

- 4.5 The Contractor must:
- (a) make each person it engages to perform the Services sign a confidentiality deed using the form attached to this Contract, before giving them access to any of AHPRA's Confidential Information; and
 - (b) if it becomes aware of a breach (or expected breach) of the deed, take action to enforce the deed, including all reasonable actions directed by AHPRA (and authorises AHPRA to enforce the deed if the Contractor fails to do so).

- 4.6 The Contractor must keep all of AHPRA's Confidential Information in its control secure and protect it from unauthorised use.

- 4.7 The Contractor must return to AHPRA any copies of AHPRA's Confidential Information after it completes the Services, unless it is required to keep the Information for record-keeping purposes.

- 4.8 Despite anything else in this Contract, its terms may be publicly disclosed, provided this does not disclose trade secrets or Intellectual Property of a party in a way that would cause significant commercial disadvantage to a party.

5 Freedom of Information

- 5.1 The Contractor must provide AHPRA all information in its control that is necessary for AHPRA to comply with the *Freedom of Information Act 1982* (Cth), on request and at no cost.

6 Intellectual Property

- 6.1 AHPRA does not obtain any interest in the Intellectual Property created independently of this Contract ('**Background Intellectual Property**').
- 6.2 Where the Services include Background Intellectual Property, the Contractor grants AHPRA a perpetual, non-exclusive, world-wide, royalty-free licence to use and adapt it so that AHPRA is able to enjoy the full benefit of the Services.
- 6.3 The Contractor assigns AHPRA ownership of all Intellectual Property in materials created in the course of providing the Services ('**Project Intellectual Property**'). If Project Intellectual Property belongs to people engaged by the Contractor, the Contractor will arrange for it to be assigned to AHPRA.
- 6.4 AHPRA grants the Contractor a perpetual, non-exclusive, world-wide, payment-free licence to use and adapt the Project Intellectual Property for non-commercial purposes.

6.5 The Contractor warrants that it has the necessary rights, or will obtain them, to perform this clause 6.

7 Moral rights

7.1 The Contractor:

- (a) agrees not to enforce against AHPRA any moral rights (as defined in the *Copyright Act 1968* (Cth)) it may have in the Background Intellectual Property and Project Intellectual Property, so that AHPRA is able to enjoy the full benefit of the Services; and
- (b) warrants that use of the Background Intellectual Property and Project Intellectual Property by AHPRA for the purpose of enjoying the full benefit of the Services will not infringe the moral rights of any other person.

('Moral rights' are defined in the *Copyright Act 1968* (Cth) to include, for example, a right to attribution of authorship of a work, and a right to object to modifications of that work).

8 Publication

8.1 If the Contractor wishes to publish information regarding the Services, it must give AHPRA a copy of the proposed publication at least thirty (30) days before doing so. The Contractor must take into account AHPRA's comments regarding the publication and must modify or delete any part that AHPRA reasonably believes contains AHPRA's Confidential Information.

8.2 The Contractor agrees to acknowledge AHPRA's contribution to any publication.

9 Status of Contractor

9.1 AHPRA is engaging the Contractor as an independent contractor and nothing in this Agreement is intended to make the Contractor, or any person it engages or employs, an agent, partner or employee of AHPRA.

10 Indemnity and insurance

10.1 The Contractor indemnifies AHPRA and its officers, employees and agents ('**AHPRA Personnel**') against any cost, loss, claim, charge, liability or damage that AHPRA or its Personnel may reasonably sustain or incur directly as a result of:

- (a) breach of the Contract by the Contractor or any person it engages; and
- (b) any negligent, unlawful or fraudulent act or omission or wilful misconduct in connection with the Contract by the Contractor or any person it engages.

10.2 For the purposes of clause 10.1, 'claim' includes all demands, rights, actions and proceedings of any kind.

10.3 The Contractor's liability under clause 10.1 is reduced to the extent AHPRA or its Personnel caused or contributed to it by a negligent or unlawful act or omission.

10.4 The Contractor will not be liable to AHPRA under clause 10.1 for any loss of profits, loss of anticipated savings, loss of revenue, loss of opportunity or any other indirect or consequential loss.

10.5 AHPRA holds the benefit of this indemnity on trust for the benefit of the AHPRA Personnel.

10.6 AHPRA must take reasonable steps to mitigate its loss.

10.7 Nothing in this Contract is intended to limit or otherwise contract out of Proportionate Liability Legislation.

10.8 The Contractor must on and from the start of the term of this Contract have:

- (a) public liability insurance coverage for at least \$5,000,000 for any one occurrence;
- (b) if the Services include the provision of goods, product liability insurance coverage for at least \$5,000,000;
- (c) workers compensation insurances required by Australian laws;
- (d) Unless Item 6 of Schedule 1 states to the contrary, professional indemnity insurance coverage for at least \$2,000,000 for any one claim; and
- (e) any other insurance nominated in Item 6 of Schedule 1,

with an insurer authorised under the *Insurance Act 1973* (Cth) and provide certificates of currency if AHPRA requests them.

10.9 Any insurance policies that provide cover on a 'claims made' basis must be maintained for no less than six years after the completion of the Services or termination.

11 Termination

11.1 This Contract may be terminated if both parties consent, or by AHPRA giving thirty (30) days prior written notice to the Contractor.

11.2 AHPRA may immediately terminate this Contract by written notice to the Contractor if:

- (a) the Contractor breaches the Contract, and does not rectify the breach within seven (7) days of being asked to do so;
- (b) the Contractor is unable to pay all its debts when they become due, or enters into any form of insolvency, external administration or bankruptcy;
- (c) there is a change in the identity of the person who has control of the Contractor (that is, the power to direct or cause the direction of the management and policies of the Contractor, whether through ownership of voting securities, by contract or otherwise) from the person who had control at the time the Contractor signed this Contract, or in the case of a professional partnership that partnership merges or otherwise

combines with another professional service firm without the prior approval of AHPRA; or

- (d) the Contractor's conduct brings its reputation into disrepute and AHPRA believes its continued association with the Contractor will be detrimental to AHPRA's reputation.

- 11.3 Any termination of this Contract will not affect the accrued rights, claims or liabilities of a party under this Contract.
- 11.4 If the Contract is terminated, AHPRA is not liable to pay for Services provided after termination.

12 Dispute Resolution

- 12.1 If there is a dispute about this Contract or an invoice issued by the Contractor, the parties must do the following.
- 12.2 A representative from each party must meet and try to resolve the dispute quickly and informally.
- 12.3 If the parties cannot agree within ten (10) business days, either may give the other a notice requiring mediation by a mediator appointed jointly by the parties. The notice must state the matters in dispute.
- 12.4 Each of the parties must co-operate fully with the mediator.
- 12.5 Parties may only commence legal proceedings when the mediator states in writing that it is no longer productive to continue the mediation.
- 12.6 Despite the existence of a dispute, the Contractor must (unless requested in writing by AHPRA not to do so) continue to perform the Services.
- 12.7 This procedure for dispute resolution does not apply to an act relating to termination or legal proceedings for urgent interlocutory relief.

13 General

- 13.1 The laws of Victoria (excluding its choice of law rules) apply to this Contract, and the parties submit to the exclusive jurisdiction of the Courts of that State.
- 13.2 The Contractor must ensure that it and the people it engages comply with all relevant laws in connection with this Contract.
- 13.3 If any clause or part of any clause of this Contract is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part of the clause) is to be severed from this Contract without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses).
- 13.4 This Contract is the entire agreement of the parties regarding the matters set out in it and supersedes all other representations, agreements, statements and understandings between them, whether verbal or written, and whether made before the signing of this Contract or during the provision of the Services.

13.5 This Contract may only be varied with the written consent of each party.

13.6 Notices regarding this Contract must be sent to the Contract Managers specified in Item 5 of Schedule 1.

13.7 An obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally.

13.8 Except with the prior written consent of AHPRA, the Contractor may not:

- (a) assign the whole or any part of the Contractor's rights; or
- (b) assign or sub-contract the whole or any part of the Contractor's obligations,

under this Contract.

13.9 If any party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

13.10 The Contractor warrants that no conflicts of interest exist, or are expected, relevant to the performance of its obligations under this Contract. If a conflict of that kind arises, the Contractor must notify AHPRA immediately. AHPRA may decide in its absolute discretion, without limiting its other rights under the Contract, that the Contractor may continue to provide the Services under the Contract.

14 Definitions and Interpretation

14.1 In this Contract:

Intellectual Property means all intellectual property rights, including, but not limited to, the following rights:

- (a) trade marks, patents, designs, circuit layouts, copyrights and domain names; and
- (b) any right to apply for registration of such rights, whether those rights are registered or capable of being registered.

Proportionate Liability Legislation includes:

- (a) *Civil Law (Wrongs) Act 2002* (ACT);
- (b) *Civil Liability Act 2002* (NSW);
- (c) *Law Reform (Miscellaneous Provisions) Act 1946* (NSW);
- (d) *Law Reform (Miscellaneous Provisions) Act 1965* (NSW);
- (e) *Proportionate Liability Act 2005* (NT);
- (f) *Civil Liability Act 2003* (Qld);
- (g) *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA);
- (h) *Wrongs Act 1958* (Vic);
- (i) *Civil Liability Act 2002* (Tas);
- (j) *Law Reform (Contributory Negligence and Tortfeasors' Contribution) Act 1947* (WA);

- (k) *Corporations Act 2001* (Cth);
- (l) *Competition and Consumer Act 2010* (Cth);
- (m) *Trade Practices Act 1974* (Cth) and State-based Fair Trading legislation to the extent that such legislation would apply to any matter arising out of this Agreement;

(The *Trade Practices Act 1974* (Cth) may apply to things done up to 31 December 2010)

- (n) *Australian Securities and Investments Commission Act 2001* (Cth),
- as amended from time to time, or as repealed and replaced with substantially equivalent legislation.

14.2 In this Contract:

- (a) a reference to a party includes that party's successors and permitted assigns;

- (b) 'including' and 'includes' are not words of limitation;
- (c) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done.

14.3 In performing this Contract, both parties must act reasonably and in good faith.

14.4 To avoid doubt, and despite anything contained in this Contract, the obligations of clauses 4, 5, 6, 7, 8, 10 and 12, and the consequences of termination under clause 11, are continuing obligations and will not cease on the completion, expiry or termination of this Contract.

This Contract is made between the AHPRA and the Contractor.

Date: / /20

Signed for AHPRA by the person named below who warrants that he or she is authorised to sign for AHPRA.

Signed by the Contractor in accordance with s.127(1) of the *Corporations Act 2001* by the persons named below who warrant that they are authorised to sign for the Contractor:

.....
Signature

.....
Signature

.....
Name and position

.....
Name and position

.....
Signature of witness

.....
Signature

.....
Name of witness

.....
Name and position

.....
Date signed

.....
Signature of witness

.....
Name of witness

.....
Date signed

SCHEDULE 1

- 1 Contractor** Name: #
ABN: #
Address (contact for notices sent under this Contract):
Tel: #
Fax: #
e-mail: #

- 2 Project** [# insert title]

- 3 Services to be provided to AHPRA** [# Insert brief description of the Services to be provided. If this is not practicable, attach a Schedule 2 setting out a project brief and insert these words here: 'As set out in the project brief in Schedule 2')
If the Services are to be performed by a particular key person, insert this requirement in the description of the Services.]
Start date for providing the Services: #
End date: #

- 4 Fees and Expenses** Fees payable for the Services [#insert 'and goods' if relevant]:
[# Insert fixed amount or fee schedule – as set out immediately below]
(a) \$Total fixed [agreed] amount of \$ Xx in the following instalments:
(b) Xx
(c) Xx
Or
(All Fees are GST inclusive – cl.2.4)

Expenses: [# as required – if not required insert 'Not Applicable' here]
(a) Travel – AHPRA to arrange economy flights where required and agreed in advance.
(b) Accommodation - AHPRA to arrange where required and agreed in advance.
(c) Other - #.
(For GST in relation to Expenses, see cl.3.2)

- 5 Contract Managers** (clause 13.6)
(a) Contractor:#
Tel:..... Fax:.....
e-mail:
(b) AHPRA:#.....
Tel:..... Fax:.....
e-mail:

6 Insurance
(clause 10.8)

Please indicate insurance coverage:

Professional indemnity: yes no Amount of cover:

Management liability: yes no Amount of cover:

Miscellaneous Civil Liability: yes no Amount of cover:

Other (specify type of insurance and amount of cover):

.....
.....
.....

Attachment



CONFIDENTIALITY DEED

BACKGROUND

1. The Australian Health Practitioner Regulation Agency ('**AHPRA**') administers the *Health Practitioner Regulation National Law* ('**the National Law**').
2. [#insert name of Contractor] ('**the Contractor**') has agreed to provide services to AHPRA ('**the Services**').
3. The Contractor has engaged you to help it provide the Services.
4. The National Law imposes strict confidentiality requirements on people who obtain information for the purposes of that Law.

DUTY OF CONFIDENTIALITY

5. You acknowledge that you have a duty to keep any confidential information of AHPRA's you obtain in providing the Services secure and not to disclose it except for the purpose of providing the Services.
6. You promise that you will:
 - a. keep confidential any of AHPRA's confidential information (including documents and things you hear or see) that you obtain in the course of providing the Services;
 - b. continue to keep this information confidential after you finish providing the Services; and
 - c. tell the Contractor as soon as possible if AHPRA's confidential information is improperly disclosed, or there is a risk that this might happen.
7. Your obligations under this Deed will not be breached if: you are legally required to disclose information; AHPRA consents to the disclosure; or it is reasonably necessary to disclose information to provide the Services.
8. This Deed is governed by the laws of Victoria.

Signed sealed and delivered as a Deed

.....
Signature of person receiving AHPRA information

.....
Name

.....
Signature of witness

.....
Name of witness

.....
Date signed

.....
Signature of a representative of the Contractor

.....
Name and position

.....
Signature of witness

.....
Name of witness

.....
Date signed