# AGREEMENT between (Receiving LGA name) and (Assisting LGA name) Council 2022

## PREAMBLE

### **A** This AGREEMENT is between (Receiving LGA name) and (Assisting LGA name) Council. The term is for (X) weeks from (start date) to (end date) in response to maternal and child health workforce shortages and can be terminated pursuant to its terms if no longer required.

### **B** The AGREEMENT recognises that (Receiving LGA name) and (Assisting LGA name) Council share a common objective: to achieve the best possible outcomes for the provision of Maternal and Child Health (MCH) services for women, infants and their families in Victoria.

### **C** (Assisting LGA name) Council has agreed to provide (service being provided) support to (Receiving LGA name) for the above time period.

### D This AGREEMENT outlines the governance requirements for the MCH workforce to be able to undertake maternal and child health services for another council under this agreement.

### E This AGREEMENT acknowledges that the best service outcomes are the product of effective policy, inclusive planning, clear service and funding arrangements, improved service delivery, and transparent accountability at all levels of activity.

### F All parties to this AGREEMENT are committed to working in the spirit of cooperation acknowledging their different roles and responsibilities.

### G This AGREEMENT is legally binding.

## PARTIES

The parties to this AGREEMENT are:

### **1** (Receiving LGA name) (the Receiving Council)

### 2 (Assisting LGA name) (the Assisting Council)

## DEFINITIONS

#### AHPRA

Australian Health Practitioner Regulation Agency

#### Assisting Council

Council providing Maternal and Child Health Services to a Receiving Council under this Agreement

#### **Receiving Council**

Council that receives maternal and child health services from the Assisting Council under this Agreement

#### **Participating MCH Nurse**

An MCH nurse employed by an Assisting Council that provides MCH services for a Receiving Council under this agreement

#### MCH Unit cost

The agreed DH/MAV per hour cost of MCH Service provision

## 1. AGREEMENT

This AGREEMENT acknowledges the cooperation between (Receiving LGA and Assisting LGA name)

### a. The Assisting Council shall provide (service type) maternal and child health services to the Receiving Council at the agreed MCH unit cost for the agreed time period, invoice

### b. The (2021/2022) agreed H unit cost for is ($123.25 per hour).

## 2. TERM

This AGREEMENT runs from (start date) to (completion date) and is designed in response to maternal and child health workforce shortages. Either party may terminate this agreement without cause at any time upon at least 2 days written notice, effective at the end of such notice period. Any such termination will be without penalty or any other payment.

## 3. PURPOSE

### **3.1** The parties to this AGREEMENT enter into the arrangement with the intention of providing maternal and child health services for an agreed period to assist with the provision of suitably qualified staff to undertake the specified maternal and child health services

### 3.2 The arrangement will only be upon agreement of the Assisting Council, Participating MCH Nurses and the Requesting Council and can be withdrawn at any time by any of the parties in accordance with clause 2.

## 4. EMPLOYMENT

### 4.1 MCH nurses employed in Victoria are required to hold current registration with AHPRA as:

* Registered Nurse (Division 1)
* Registered Midwife, and
* in addition to the above registrations, hold an accredited postgraduate degree/diploma (or equivalent) in maternal and child health nursing

### 4.2 Participating MCH Nurses who undertake maternal and child health service for the Receiving Council under this agreement will remain employees of the Assisting Council at all times.

### 4.3 Participating MCH Nurses will be paid by their employer, the Assisting Council, at their substantive rate.

1. Hours of employment per week will be remain the same unless otherwise negotiated with their employer
2. Any additional hours that may be offered to part time staff will be on the mutual agreement between the Assisting Council, the Participating MCH Nurse and the Receiving Council.
3. Spread of hours will be from 0830hrs – 1730hrs.
4. Penalty rates for Saturday and Sunday will be commensurate with the local government (Assisting LGA name) Council’s Enterprise Bargaining Agreement.

## 5. INSURANCE, WORKCOVER AND LIABILITY

### **5.1** At all times during this Agreement, both the Assisting Council and Receiving Council will hold a current Public Liability Policy of Insurance (‘Public Liability Policy) to cover legal liability to third parties for personal injury or property damage arising, because of an occurrence in connection with the activities under this Agreement. The Public Liability Policy must be for a minimum of $20mill per occurrence.

### **5.2** At all material times, both the Assisting Council and Receiving Council will hold a Professional Indemnity Insurance Policy (Professional Indemnity Policy) to cover any claim or claims for breach of Professional Duty first made against them during the insurance year arising out of any negligent act, error, or omission whenever or wherever the same was or may have been committed or alleged to have been committed by them, in connection with the activities under this agreement. The Professional Indemnity Policy must be for a minimum of $20mill per occurrence.

### **5.3** Both the Assisting and Receiving Councils are responsible for their own potential liabilities in respect to any losses arising out of activities under this agreement on the assumption that common law will prevail. For the avoidance of doubt, the Assisting Council will be responsible any for liability arising in connection with the Participating MCH nurses’ negligent acts or omissions, except to the extent that the loss or damage is caused by or contributed to by the Receiving Council’s negligent acts or omissions.

### 5.4 WorkCover insurance for the Participating MCH nurse will be covered by their employer, the Assisting Council.

## 6. Equipment and Training

### 6.1 In accordance with Occupational Health and Safety (OHS) obligations, the Assisting Council will provide Participating MCH nurses with all equipment and any training required to undertake their role.

## 7. Payment

### 7.1 The Assisting Council will invoice the Receiving Council on a fortnightly basis, for work undertaken by the Participating MCH nurses for the Receiving Council under this agreement. The work will be invoiced on a MCH unit cost basis

### 7.2 The Receiving Council will provide payment to the Assisting Council within (30 days) of receiving an invoice under clause 7.1 above.

### 7.3 If the Receiving Council disputes the amount invoiced by the Assisting Council, it will notify the Assisting Council in writing of this dispute within 14 days of receiving the Invoice. The written notice will include details of the reasons for disputing the invoice.

### 7.4 The parties will act in good faith to seek to resolve any disputed payment under this clause. If the matter cannot be resolved within 14 days of written notice of the dispute, it will be determined in accordance with the dispute resolution clause in this agreement.

## 8. Dispute resolution

## Dispute Notice

### 8.1 A party claiming that a Dispute has arisen must promptly give the other party a Dispute Notice.

## Dispute resolution process

### 8.2 The parties must attempt to resolve all Disputes by escalation through the following process:

#### **8.2.1** within 10 Business Days of the Dispute Notice date, the Contact Person (contact persons’ name and position) for each party must meet to discuss the Dispute in good faith and attempt to resolve the Dispute: and

#### 8.2.2 if the Dispute remains unresolved, within 20 Business Days of the Dispute Notice date, the CEO of Assisting Council and Receiving Council must meet to discuss the Dispute in good faith and attempt to resolve the Dispute.

## Performance during Dispute resolution

The parties must continue to perform their respective obligations under this Agreement pending the resolution of a Dispute.

## No effect on right to terminate

This clause 8 does not affect the right of the parties to terminate this Agreement under clause 2

## 8. Consultation

### 8.1 The Municipal Association of Victoria (MAV), the Department of Health (DH), and Safer Care Victoria (SCV) have been consulted in the development of this AGREEMENT.

## 9. Governance

### 9.1 The Chief Executive Officer, or delegate, of the parties to this agreement (Receiving LGA Name and LGA Assisting Name), Council provide the governance structure to support implementation of this AGREEMENT.

### 9.2 The parties to this AGREEMENT will continue to maintain and support the participating LGAs to facilitate, represent and service activities.

**Signed by:**

…………………………………………

[Name of signatory]

[Position]

LGA Name and Address

Date

Signed by:

…………………………………………

[Name of signatory]

[Position]

LGA Name and Address

Date