



Australian Government
Department of Health and Ageing

AGREEMENT

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Department of Health and Ageing

ABN 83 605 426 759

and the

AUSTRALIAN CAPITAL TERRITORY

as represented by

ACT HEALTH

ABN 82 049 056 234

THIS Agreement is made

between the

COMMONWEALTH OF AUSTRALIA ('the Commonwealth'), as represented by the Department of Health and Ageing ('the Department') ABN 83 605 426 759;

and the

AUSTRALIAN CAPITAL TERRITORY GOVERNMENT as represented by ACT Health, ABN 82 049 056 234.

RECITALS:

- A. The Commonwealth has developed the Bringing Nurses Back into the Workforce Program;
- B. The objectives and outcomes of the Bringing Nurses Back into the Workforce Program are to:
 - reduce the nursing shortages in the public hospital system; and
 - attract 6,200 of the estimated 30,000 qualified nurses who are currently outside the Australian nursing workforce back into public hospital nursing.
- C. The Commonwealth has agreed to fund ACT Health for the Project described in this Agreement in support of the objectives and outcomes of the Program for public hospitals on the following terms and conditions.

THE PARTIES AGREE as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears:

Agreement means this document and includes any schedules and annexures;

Allocated Place means the nurse/midwife place available under the Bringing Nurses Back into the Workforce program.

Commonwealth Material means any Material:

- (a) provided by the Commonwealth to ACT Health for the purposes of this Agreement; or
- (b) copied at any time from the Material referred to in paragraph (a);

Confidential Information means information that:

- (a) is by its nature confidential;
 - (b) is designated by the Commonwealth as being confidential; or
 - (c) ACT Health knows or ought to know is confidential;
- but does not include information that:
- (d) is or becomes public knowledge, other than by breach of this Agreement or by any other unlawful means;
 - (e) is in the possession of ACT Health without restriction in relation to disclosure before the date of receipt from the Commonwealth; or
 - (f) has been independently developed or acquired by ACT Health;

Department includes any department or agency of the Commonwealth which is from time to time responsible for the administration of this Agreement;

Eligible Nurse/Midwife means a nurse/midwife who meets the eligibility requirements set out in the Policy Implementation Principles at Annexure A;

Eligible Public Hospital means a Declared public hospital, where the hospital provides treatment that includes part of an overnight stay. 'Declared' means a facility that has been declared a hospital under subsection 121-5 of the *Private Health Insurance Act 2007*;

Existing Material means all Material in existence prior to the commencement of the Project Period;

- (a) incorporated in;
- (b) supplied with, or as part of; or
- (c) required to be supplied with, or as part of:

the Project Material and includes any Material identified as Existing Material in Item G;

Final Report means the Material provided to the Commonwealth in accordance with clauses 4.1 and 4.3;

Financial Statement means a statement provided in accordance with clause 4 that includes details of the Funds received by ACT Health and contributions received for the Project from other sources, signed by an appropriate officer of ACT Health and specifying the manner in which, and the purposes for which, any Funds paid by the Department under this Agreement have been expended (accompanied by supporting documentation);

“Full Time Equivalent” (FTE) means number of hours per week as it applies to employment conditions in the public hospital employing a nurse/midwife under the program.

Funds means the amount or part thereof payable by the Commonwealth as specified in Item D and includes any interest on the Funds;

Hospital Payment means a cash payment by ACT Health to a participating Eligible Public Hospital;

Intellectual Property includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

Liaison Officer means the persons or position holders specified in Item E;

Material means documents, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

Nurse/Midwife Bonus means a cash payment by the Eligible Public Hospital to the Eligible Nurse/Midwife.

Progress Reports means the Material provided to the Commonwealth in accordance with clauses 4.1 and 4.2;

Project means the project specified in Item A for which the Funds are paid to ACT Health;

Project Material means all Material including Reports:

- (a) brought into existence for the purpose of performing the Project;
- (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
- (c) copied or derived from the Material referred to in paragraphs (a) or (b);

Project Period means the period of funding specified in Item B;

Report means the Quarterly Reports specified in Item C;

1.2 In this Agreement, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;
- (e) an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a party just because that party prepared the provision;
- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended;
- (g) a reference to a party (by whatever title) will, where the context so admits, include the officers, employees, agents and subcontractors of the party, and the party's successors and assigns; and
- (h) all references to 'clauses' are clauses in this Agreement all references to 'Items' are to Items in the Schedule to this Agreement, and any references to 'Schedule' are to the Schedule to this Agreement.

1.3 If there is any conflict or inconsistency between:

- (a) the terms and conditions contained in the clauses of this Agreement and any part of the Schedule, then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency;
- (b) the terms and conditions contained in the clauses of this Agreement and any part of the annexures (if any), then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency; and
- (c) any part of the Schedule and any part of the annexures (if any), then the Schedule will prevail to the extent of the conflict or inconsistency.

1.4 The laws of ACT Health apply to this Agreement

1.5 This Agreement records the entire agreement between the Parties in relation to its subject matter.

1.6 No variation of this Agreement is binding unless agreed in writing between the Parties.

1.7 If a court or tribunal says any provision of this Agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate any other provision.

- 1.8 If a party does not exercise, or delays in exercising, any of its rights under this Agreement or at law, that failure or delay does not operate as a waiver of those rights.
- 1.9 A single or partial exercise by a party of any of its rights under this Agreement or at law does not prevent the further exercise of any right.
- 1.10. ACT Health cannot assign its obligations, and agrees not to assign its rights, under this Agreement without, in either case, prior approval in writing from the Commonwealth.

2. FUNDING

- 2.1 Subject to Parliamentary appropriation and to the provisions of this Agreement, the Department agrees to pay the Funds to ACT Health in accordance with the payment schedule set out in Item D.
- 2.2 The funding to be contributed by the Department for the Project will not exceed the amount of Funds specified in Item D.
- 2.3 ACT Health must advise the Department of any other funds that it is or will be receiving for the Project.
- 2.4 The Department may at its discretion defer, reduce or not make a payment of Funds where it forms the reasonable opinion that the full payment is not properly required by ACT Health because of Project surpluses or underspends. This includes the case where uptake is not achieved.
- 2.5 Without limiting its rights, the Department may at its discretion defer, reduce or not make a payment of Funds until ACT Health has performed all of its obligations that are required to be performed up to the date of that payment under this Agreement.
- 2.6 In consideration of the provision of the Funds, ACT Health must use the Funds only for the Project and according to the terms and conditions set out in this Agreement.
- 2.7 ACT Health agrees to submit invoices for payment of the Funds in the manner specified in Item D. The amount of the invoice must not exceed the amount of Funds properly required by ACT Health for its use in relation to the Project up to the date of the next invoice.

3. MANAGEMENT OF FUNDS

- 3.1 ACT Health must keep proper accounts and records of its receipt and use of the Funds, separately from other accounts and records of ACT Health.
- 3.2 ACT Health must not commit any part of the Funds for expenditure that is likely to occur after the end of the Project Period without prior written approval from the Department.

4. REPORTS

- 4.1 ACT Health must provide the Commonwealth's Liaison Officer with Progress Reports and a Final Report in accordance with the time-frame for Reports specified in Item C.
- 4.2 Each Progress Report must contain the information specified in Item C and must also include:
 - (a) a Financial Statement;
 - (b) Information covering the Project Period to the date of the progress Report on whether the objectives and outcomes of the Project are being achieved; and
 - (c) if requested by the Department, a copy of any Material produced in relation to this Agreement up to the date of the Progress Report.

- 4.3 The Final Report must contain the information specified in Item C and must also include:
- (a) a Financial Statement; and
 - (b) a report covering whether the objectives and outcomes of the Project were achieved and if not, the reasons why those objectives and outcomes were not achieved.

5. LIAISON

- 5.1 ACT Health must liaise with and report to the Commonwealth's Liaison Officer as reasonably required by the Commonwealth's Liaison Officer for the purposes of this Agreement.
- 5.2 Upon receipt of reasonable written notice, ACT Health must within the time-frame stipulated in the notice, or within a reasonable time-frame if no time-frame is stipulated in the notice, provide any information in relation to the Project requested by the Department for the purposes of this Agreement, including monitoring and evaluation.

6. ACCESS TO PREMISES AND MATERIALS

- 6.1 ACT Health must, at all reasonable times, give to persons authorised in writing by the Department, permission to:
- (a) inspect any Material relevant to this Agreement; and
 - (b) access and copy any records of ACT Health relating to the Project or the receipt, expenditure or other use of the Funds.
- 6.2 ACT Health agrees to provide all assistance reasonably requested by the Department in respect of any inquiry into or concerning the Project or this Agreement.
- 6.3 This clause 6 applies until the date of the expiration or earlier termination of this Agreement and for a period of 7 years from that date.

7. INTELLECTUAL PROPERTY

- 7.1 Any Intellectual Property rights and title to, or in relation to, the Project Material will vest, upon creation, in ACT Health.
- 7.2 ACT Health grants to the Commonwealth a perpetual, irrevocable, royalty-free and licence fee-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, copy, modify and exploit the Project Material.
- 7.3 This clause 7 does not affect the ownership of any Intellectual Property in any Existing Material. However, ACT Health undertakes to grant to the Commonwealth, or arrange for the grant to the Commonwealth, of a perpetual, irrevocable, royalty-free and licence fee-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, copy, modify and exploit the Existing Material in conjunction with the other Project Material.
- 7.4 ACT Health warrants that anything done by ACT Health in the course of the Project, including in developing the Reports, will not infringe the Intellectual Property rights of any person.
- 7.5 For this clause, the 'Specified Acts' means the following classes or types of acts or omissions by or on behalf of the Commonwealth:
- (a) those which would, but for this clause, infringe the author's right of attribution of authorship or the author's right of integrity of authorship;

but does not include:

- (b) those which would infringe the author's right not to have authorship falsely attributed.

7.6 ACT Health warrants that:

- (a) the author of any Project Material, other than Existing Material has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which is given directly or indirectly for the Commonwealth's benefit; and
- (b) the author of any Existing Material has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which is given directly or indirectly for the Commonwealth's benefit in relation to such Material being used, reproduced, adapted and exploited in conjunction with the other Project Material.

7.7 Intellectual Property rights and title to, or in relation to, Commonwealth Material remains vested at all times in the Commonwealth.

7.8 The Commonwealth grants to ACT Health a royalty-free and licence fee-free, world-wide, non-exclusive licence to use, copy and modify the Commonwealth Material for the purposes of the Project. ACT Health agrees to ensure that all Commonwealth Material is used strictly in accordance with any conditions or restrictions specified by the Commonwealth.

7.9 At the end of the Project Period or on the earlier termination of this Agreement, ACT Health must deliver a complete copy of the Project Material and the Commonwealth Material to the Department, or deal with it as otherwise directed by the Department.

8. ACKNOWLEDGMENT AND PUBLICATIONS

8.1 ACT Health must acknowledge the financial and other support it has received from the Commonwealth: in:

- (a) all publications, promotional and advertising materials, public announcements and activities by it or on its behalf in relation to the Project or any products, processes or inventions developed as a result of the Project; and
- (b) the form set out in Item F, and if not set out in Item F, then in a form approved by the Department prior to its use.

8.2 This clause 8 survives the expiration or earlier termination of this Agreement.

9. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

9.1 ACT Health must not represent itself, and must ensure that its employees do not represent themselves, as being an employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

9.2 ACT Health is not by virtue of this Agreement, or for any purpose an employee, partner or agent of the Commonwealth, or invested with any power or authority to bind or represent the Commonwealth.

10. SUSPENSION AND TERMINATION

10.1 If:

- (a) the Department is reasonably satisfied that the terms and conditions of this Agreement have not been complied with by ACT Health;
- (b) ACT Health, by notice in writing given to the Department, withdraws from this Agreement; or
- (c) the Department considers it appropriate for any other reason;

the Department may, by written notice to ACT Health, terminate this Agreement or require ACT Health to immediately suspend dealings with the Funds.

- 10.2 If this Agreement is terminated in accordance with clause 10.1(c), the Commonwealth will only be liable for any reasonable costs (excluding, without limitation, loss of prospective income or profits) unavoidably incurred by ACT Health, which are directly attributable to the termination. The Commonwealth will not be liable to pay any amount in excess of the amount of Funds remaining unpaid under this Agreement at the date of termination.
- 10.3 On termination of this Agreement, or for the duration of any suspension of dealings with the Funds, ACT Health must hold the Funds in utmost good faith for use only in accordance with the directions of the Department and will cease all other dealings with the Funds. The Department may, upon the production of information to its satisfaction, approve in writing the expenditure of Funds properly incurred/committed by ACT Health prior to the date of termination or suspension.
- 10.4 The Department may end the suspension of dealings with the Funds by written notice to ACT Health, subject to such preconditions which the Department may reasonably require.
- 10.5 Subject to clause 10.2, the Department will not be obliged to pay any part of the Funds to ACT Health after the termination of this Agreement or during any period of suspension of dealings with the Funds.
- 10.6 Except as provided in this clause, the Commonwealth will not come under any liability to ACT Health for termination of this Agreement in accordance with clause 10.1.

11. REPAYMENT OF FUNDS

- 11.1 If:
- (a) on the expiration of the Project Period or on any earlier termination of this Agreement, any Funds:
 - (i) remain unspent or uncommitted; or
 - (ii) cannot, by reconciliation between the accounts and records maintained by ACT Health (as reported to the Department by ACT Health in the financial statements referred to in clauses 4.2 and 4.3 (Reports)) be shown to the reasonable satisfaction of the Department to have been spent or committed in accordance with this Agreement; or
 - (b) at any time the Department forms the reasonable opinion that any Funds have been used, spent or committed by ACT Health other than in accordance with this Agreement;

the Department may by written notice to ACT Health require ACT Health to repay that part of the Funds, and ACT Health must repay to the Department the amount set out in the notice, within 28 days of receipt of the notice.

- 11.2 The operation of this clause survives the expiration or earlier termination of this Agreement.

12. INDEMNITY

- 12.1 ACT Health indemnifies the Commonwealth, its officers, employees and agents ('those indemnified') from and against all actions, claims, demands, costs and expenses (including the costs of defending or settling any action, claim or demand) made, sustained, brought or prosecuted against those indemnified in any manner based on any loss or damage to any person or loss or damage to property which may arise in connection with any act or omission of ACT Health or subcontractor.

- 12.2 ACT Health agrees that the Commonwealth will be taken to be acting as agent or trustee for and on behalf of those indemnified from time to time.
- 12.3 The State's/Territory's liability to indemnify the Commonwealth under clause 12.1 will be reduced proportionally to the extent that any unlawful or negligent act or omission of the Commonwealth or its employees or agents contributed to the loss or damage.
- 12.4 The indemnity referred to in clause 12.1 will survive the expiration or termination of this Agreement.

13. TAXES, DUTIES AND GOVERNMENT CHARGES

- 13.1 Except as provided by this clause, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement will be borne by ACT Health.
- 13.2 The Funds payable (the Original Funds Payable) to ACT Health do not include any amount to cover any liability of ACT Health for Goods and Services Tax (GST) on any supplies made under this Agreement which are taxable supplies within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* (the GST Act).
- 13.3 If a supply made by ACT Health under this Agreement is a taxable supply under the GST Act, ACT Health may, by notice in writing to the Department, increase the Original Funds Payable by the Department by the amount of GST that is payable by ACT Health on that part of the Original Funds Payable which relates to the taxable supply as if that part of the Original Funds Payable is the value of the supply for the purposes of the GST Act.
- 13.4 If required by the Department, ACT Health must substantiate to the Department's reasonable satisfaction how any change in the amounts payable by the Department determined under this clause have been calculated before such changes will take effect.
- 13.5 In relation to any taxable supplies made under this Agreement, ACT Health agrees to issue the Department with a tax invoice in accordance with the GST Act, together with or as part of each claim for further payment of Funds submitted for payment pursuant to clause 4.2 (Reports).

14. CONFIDENTIALITY

- 14.1 ACT Health must not disclose Confidential Information without prior approval in writing from the Department. In giving written approval the Department may impose such terms and conditions as it thinks fit.
- 14.2 The Department may at any time by notice in writing to ACT Health, require ACT Health to give, and to arrange for its employees and subcontractors engaged in the performance of the Projects to give written undertakings, in a form required by the Department, relating to the non-disclosure of Confidential Information. ACT Health must promptly arrange for all such undertakings to be given.
- 14.3 The obligations on ACT Health under this clause will not be taken to have been breached where the information referred to is required by law to be disclosed.
- 14.4 The obligations contained in this clause shall survive the expiration or termination of this Agreement.

15. AGREEMENTS WITH OTHER PARTIES

- 15.1 ACT Health will ensure appropriate arrangements are in place between ACT Health and Eligible Public Hospitals to ensure payments to nurses are consistent within the conditions set out in the Policy Implementation Principles at Annexure A. ACT Health agrees that monitoring of these arrangements between ACT Health and Eligible Public Hospitals is the responsibility of ACT Health.

15.2 ACT Health will be fully responsible for any failure by ACT Health or the Eligible Public Hospital to make the required payments.

16. NOTICES

16.1 A party giving notice under this Agreement must do so in writing, including by facsimile, that is:

- (a) directed to the party's address specified in Item E marked for the attention of the Liaison Officer; and
- (b) hand delivered or sent by pre-paid post or facsimile to that address.

16.2 A notice given in accordance with clause 15.1 is received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post on the third Business Day after the date of posting;
- (c) if sent by facsimile, at the time the sender receives notification that the notice has been transmitted satisfactorily.

SCHEDULE

A. PROJECT (clauses 1.1 and 2.4)

This Project consists of the provision of Funding to ACT Health for the allocation and management of up to 100 Eligible Nurse/Midwife FTE places (as defined at Clause 1) amongst ACT Health's Eligible Public Hospitals under the Bringing Nurses Back into the Workforce program (the Project) in accordance with the Policy Implementation Principles at Annexure A.

ACT Health must administer the following Payments to Eligible Public Hospitals:

1. A \$1,000 Hospital Payment (FTE) when a participating Eligible Public Hospital employs an Eligible Nurse/Midwife (FTE) into an Allocated Place under the Bringing Nurses Back into the Workforce program; and
2. A \$6,000 Nurse/Midwife Bonus per Eligible Nurse/Midwife (FTE), \$3,000 (FTE) of which must be paid to the Eligible Nurse/Midwife after 6 months of continuous employment with the Eligible Public Hospital, and the remaining \$3,000 (FTE) after 18 months of continuous employment with the Eligible Public Hospital.

The Nurse/Midwife Bonus is considered assessable income for personal taxation purposes under the *Income Tax Assessment Act 1997*, and will be taxed accordingly. ACT Health must specify this in material about the Project.

Allocation

The allocation methodology for Eligible Public Hospitals is to be determined by ACT Health, but must be in accordance with the Policy Implementation Principles at Annexure A.

ACT Health must ensure Allocated Places are not offered to an Eligible Public Hospital and/or an Eligible Nurse/Midwife when Funds are not available.

Should an Eligible Nurse/Midwife leave prior to receiving a 6 or 18 month Nurse/Midwife Bonus, another Eligible Nurse/Midwife could be employed, and the Eligible Public Hospital would be eligible for another Hospital Payment in proportion to the hours of the new employee. This is contingent upon Allocated Places and Funds being available within the States/Territory's program allocation (see Item D. Funds).

ACT Health must indicate that the available Allocated Places are limited under this Project in all promotional material.

Operation of the Payments and Bonuses

ACT Health must ensure that the Hospital Payments and Nurse/Midwife Bonuses made under the Project are made in accordance with the Policy Implementation Principles at Annexure A. The Eligible Public Hospital will be responsible for determining the average hours worked per week by the Eligible Nurse/Midwife over the 6 and 18 month periods of continuous employment. This information will be used to calculate pro-rata payments to the Eligible Nurse/Midwife.

An Eligible Nurse/Midwife is able to transfer their employment between one participating Eligible Public Hospital and another participating Eligible Public Hospital within the same State or Territory under the Bringing Nurses Back into the Workforce

program where there is an Allocated Place and Funds (see Item D. Funds). In this situation the period of continuous employment will be calculated from the date that employment commenced with the first participating Eligible Public Hospital. ACT Health must ensure that the Eligible Public Hospital notifies ACT Health when an Eligible Nurse/Midwife transfers employment to its hospital. ACT Health must ensure that the participating Eligible Public Hospital where the Eligible Nurse/Midwife has transferred their employment to does not receive a Hospital Payment.

Disputes

ACT Health must manage any disputes that arise between a nurse/midwife and an Eligible Public Hospital regarding the nurse/midwife eligibility and entitlements under the Bringing Nurses Back into the Workforce program. ACT Health must make a determination where a dispute arises, and this determination will prevail. The Commonwealth will not intervene in any dispute matters.

Policy development and program refinement

ACT Health must participate in ongoing policy development with the Commonwealth for the Bringing Nurses Back into the Workforce program, including, but not limited to:

- the development of an Evaluation Strategy and participation in data collection under the agreed Strategy; and
- the development of a Communication Strategy including a strategy for provision of support to Aboriginal and Torres Strait Islander nurses/midwives. ACT Health must work with participating Eligible Public Hospitals and/or Eligible Nurses/Midwives to implement this Communication Strategy. This will include the provision of a limited number of de-identified nurse/midwife case studies to the Commonwealth to assist with the promotion of the program, as required.

ACT Health must provide timely input to, and comment on, advice and papers prepared by the Commonwealth on the Bringing Nurses Back into the Workforce program for the Council of Australian Governments, Health Ministers and relevant working groups, as required.

This Project is not intended to cover allocations to private hospitals or residential aged care homes.

B. PROJECT PERIOD (clause 1.1 and 3.2)

The Project Period is from execution of this Agreement until 30 June 2015. The completion date for this Project is 30 days after receipt of the final report.

Hospital Payments and Nurse/Midwife Bonuses are only payable to Eligible Nurses/Midwives and Eligible Public Hospitals when an Eligible Nurse/Midwife returns to work in an Eligible Public Hospital between 15 January 2008 and 14 January 2013, inclusive, and where there is an Allocated Place and Funds available (see Item D).

C. **REPORTS (clause 1.1 and 4)**

ACT Health must report up to date data as outlined in the Minimum Data Set (MDS) at Annexure D. This information must be prepared and submitted to the Commonwealth in aggregate form using the MDS Reporting Template provided at Annexure E.

Progress Reports as specified at Clause 4.2(b) must also include information on:

1. General program trends for ACT Health;
2. Issues associated with Project implementation in ACT Health including an explanation of whether uptake was more or less than expected given the 'Target Intake Number' identified in the Funding Table at Item D;
3. Policy issues for consideration by the Commonwealth and the States and Territories; and
4. The Financial Statement referred to in Clause 4.2(a), which must include a completed Financial Acquittal Template, provided at Annexure F.

Data Reports and Progress Reports are due as specified in the Reporting Schedule below.

National summary data compiled by the Commonwealth will be used to report to Health Ministers, the Council of Australian Governments and relevant working groups. ACT Health must identify any data issues that may impact on this national reporting in each Data Report.

A Public Hospital Data Collection Template has been developed by the Commonwealth for each participating Eligible Public Hospital to collect the required data and is at Annexure B.

An Application Form for Nurses and Midwives has been developed by the Commonwealth for each Nurse/Midwife to complete and sign and return to their employer to determine their eligibility under the Program. A copy of this form is at Annexure C.

Both the Public Hospital Data Collection Form (Annexure B) and the Application Form for Nurses and Midwives (Annexure C) can be amended to suit local requirements, however these forms must include the minimum data fields identified at Annexures B and C respectively and enable the Public Hospital to meet reporting requirements identified in this item.

ACT Health must make both the Public Hospital Data Collection Template and the Application Form for Nurses and Midwives available to participating Eligible Public Hospitals.

Reporting Schedule:

Data Reports are to be provided quarterly for the first 12 months of the Agreement and six-monthly thereafter.

Progress Reports are to be provided six-monthly in the first 12 months of the Agreement and once per annum thereafter.

Data Reports and Progress Reports are due 30 days after each reporting period. Accordingly, the first report is due 30 days after the end of the corresponding quarter. That is, the first report will be due on 30 August 2008.

The Final Report must include a Financial Report verifying that ACT Health has used the Funds provided in accordance with this Agreement.

Reporting Schedules are outlined in the table below:

Reporting Schedule Table

Reporting Period	Deliverables	Due Date
May-July 2008*	MDS	30 August 2008
Aug-Oct 2008	MDS + Progress Report	1 December 2008
Nov 2008-Jan 2009	MDS	2 March 2009
Feb-Apr 2009	MDS + Progress Report	1 June 2009
May-Oct 2009	MDS	30 Nov 2009
Nov 2009-Apr 2010	MDS + Progress Report	31 May 2010
May 2010-Oct 2010	MDS	30 November 2010
Nov 2010-Apr 2011	MDS + Progress Report	30 May 2011
May 2011-Oct 2011	MDS	30 November 2011
Nov 2011-Apr 2012	MDS + Progress Report	30 May 2012
May 2012-Oct 2012	MDS	30 November 2012
Nov 2012-Apr 2013	MDS + Progress Report	30 May 2013
May 2013-Oct 2013	MDS	2 December 2013
Nov 2013-Apr 2014	MDS + Progress Report	30 May 2014
May 2014-Oct 2014	MDS	1 December 2014
Nov 2014-Jun 2015	MDS + Progress Report – Final Report	30 July 2015

* The first reporting period is to account for nurses/midwives returning to work on or after January 15 2008, in accordance with the Eligibility Criteria at Annexure A.

Monitoring and Review

ACT Health must collect information about the Project from Eligible Public Hospitals and Eligible Nurses/Midwives who receive Payments/Bonuses under the Project, to be reported to the Commonwealth, as per the Reporting Schedule in this Item.

ACT Health has been allocated a total of up to 100 Eligible Nurse/Midwife Allocated Places for the Project. Intake targets are identified in the Funding Table at the column "Target Intake Numbers", Item D.

In the 2008 calendar year, ACT Health has a target of recruiting 13 Eligible Nurses/Midwives back into the Public Hospital workforce in ACT Health.

Review of uptake will be undertaken by the Commonwealth on an annual basis, with the first interim review to assess the progress towards achieving set targets due by October 2008.

The Commonwealth may re-allocate places and Funds under the Bringing Nurses Back into the Workforce program following an annual review of the uptake of the allocated positions and if available evidence indicates that the Funds are not required by ACT Health. In re-allocating the places and Funds the Department will ensure that ACT Health retains sufficient places and Funding to comply with any existing obligation under the agreement to any Eligible Public Hospital and/or Eligible Nurse/Midwife.

Should the demand exceed the number of allocated places for a given period, ACT Health may request approval from the Commonwealth for movement of funds to support the extra places.

D. FUNDS (clauses 1.1, 2 and 3)

ACT Health will be funded up to \$712,826 (GST Exc) for the Project.

The Funds provide for up to a total of 100 Eligible Nurse/Midwife places for ACT Health under the Project. These places are required to be distributed in accordance with the Policy Implementation Principles at Item A.

Funds must be used by ACT Health for making the following payments to an Eligible Public Hospital:

- 1 A \$1,000 Hospital Payment (FTE) when a participating Eligible Public Hospital employs an Eligible Nurse/Midwife (FTE) into an Allocated Place under the Bringing Nurses Back into the Workforce program; and
- 2 A \$6,000 Nurse/Midwife Bonus per Eligible Nurse/Midwife (FTE), \$3,000 of which must be paid to the Eligible Nurse/Midwife after 6 months of continuous employment with the Eligible Public Hospital, and the remaining \$3,000 after 18 months of continuous employment with the Eligible Public Hospital.

Funds will be provided to ACT Health as identified in the Funding Table below. The total Funding amounts provided in the "Payment Amount" column of the Funding Table include Public Hospital Payments (FTE) and Nurse/Midwife Bonuses (FTE) and are based on the "Target Intake Numbers" column. Eligible Nurse/Midwife Bonuses have been phased across the relevant financial years to include 6 monthly and 18 monthly payments.

Should an Eligible Nurse/Midwife leave the Project prior to the payment of a 6 or 18 month Nurse/Midwife Bonus, another Eligible Nurse/Midwife may be employed and the hospital would be eligible for another Hospital Payment. In this instance, it is the responsibility of ACT Health to ensure they have the required Funds under current annual Funding allocations to provide the Payments to the participating Eligible Public Hospital and for the Eligible Public Hospital to provide the Nurse/Midwife Bonus at the 6 and 18 month payment dates.

The Commonwealth will take into consideration the Funds required for any Eligible Nurse/Midwife commencing the Bringing Nurses Back into the Workforce program in the above circumstances when places and/or Funding of the program is reviewed annually.

If a Nurse/Midwife is offered an Allocated Place under the Bringing Nurses Back into the Workforce program, but is later deemed ineligible by the participating Eligible Public Hospital, and this is confirmed by ACT Health, any Nurse/Midwife Bonuses paid to the Nurse/Midwife must be returned to ACT Health. If the Agreement has ceased then Funds must be returned to the Commonwealth.

The Funding Table provides for a 4% compounding indexation on the Hospital Payment from the 2008/2009 financial year onwards. The 4% compounding indexation must in all cases be paid on to participating Eligible Public Hospitals.

Funding Table

Calendar Year	Financial Year	Period	Target Intake Numbers	Approximate date of payment	Payment Amount (\$ GST Exc)
2008	2007-08	Jan to Jun	7	30 April 2008	7,000
2008	2008-09	Jul to Dec	6	31 July 2008	27,240
2009	2008-09	Jan to Jun	7	31 January 2009	25,280
2009	2009-10	Jul to Dec	8	31 July 2009	50,653
2010	2009-10	Jan to Jun	8	31 January 2010	50,653
2010	2010-11	Jul to Dec	10	31 July 2010	56,249
2011	2010-11	Jan to Jun	10	31 January 2011	65,249
2011	2011-12	Jul to Dec	11	31 July 2011	66,868
2012	2011-12	Jan to Jun	11	31 January 2012	75,868
2012	2012-13	Jul to Dec	11	31 July 2012	76,383
2013	2012-13	Jan to Jun	11	31 January 2013	79,383
2013	2013-14	Jul to Dec		31 July 2013	66,000
2014	2013-14	Jan to Jun		31 January 2014	33,000
2014	2014-15	Jul to Dec		31 July 2014	33,000
Total Intake:			100	Total Funding	\$712,826

Subject to Clause 2, each payment will be made within 28 Business Days of receipt of a correctly rendered invoice to the Commonwealth's Liaison Officer as specified in Item G.

A correctly rendered invoice is one that contains the following details:

- The word 'Invoice' prominently stated;
- Date of issue of the invoice;
- Registered name and address of ACT Health;
- Australian Business Number of ACT Health;
- A brief description of the supply;
- The recipient's name, that is, Department of Health and Ageing; and
- Address or ABN of the recipient.

The Funds identified in the Funding Table must be acquitted bi-annually on the dates specified at Item C, Reporting Schedule, using the Acquittal Template at Annexure F. The State and Territory Financial Statements provided for the Project will be collated by the Commonwealth.

Based on this information, the Commonwealth may at its absolute discretion require unexpended Funds to be returned to the Commonwealth. The return of Funds in this instance would be based predominantly on uptake of the Bringing Nurses Back into the Workforce program. Should the Commonwealth seek to retrieve Funds, the Commonwealth may, by written notice to ACT Health require ACT Health to repay that part of the Funds, and ACT Health must repay to the Department the amount set out in the notice, within 28 days of receipt of the notice.

E. LIAISON OFFICERS (clauses 1.1, 5 and 15)

The Commonwealth's Liaison Officer is the person holding, occupying or performing the duties of Director, Nursing Section, Nursing, Allied and Indigenous Workforce Branch, Mental Health and Workforce Division. This position is currently occupied by Mr Craig Dukes, Director, Allied Health Section, available at the following address:

Street Address: Level 8, Albemarle Building
Furzer Street
WODEN ACT 2606
Postal Address: Department of Health and Ageing
MDP 50, GPO Box 9848
CANBERRA ACT 2601

And available on the following telephone number and email address:

Telephone: (02) 6289 5373
Fax: (02) 6289 7333
Email: craig.dukes@health.gov.au

ACT Health's Liaison Officer is Ms Heather Austin, A/g Deputy ACT Chief Nurse

available at the following address:

Level 3,
11 Moore Street
Canberra City ACT 2601

GPO Box 825
CANBERRA CITY ACT 2601

And available on the following telephone number and email address:

Telephone: (02) 6205 0893
Email: heather.austin2@act.gov.au

F. ACKNOWLEDGEMENT (clause 8)

ACT Health will provide acknowledgement of the Commonwealth's support and Funding contribution in all formal reports including annual reports, and as required by the Commonwealth with the following statement:

'The Bringing Nurses Back into the Workforce program is funded by the Australian Government Department of Health and Ageing.'

G. EXISTING MATERIAL (clause 7)

Nil

This Funding Agreement is **SIGNED** as an agreement.

SIGNED for and on behalf of the)
COMMONWEALTH OF AUSTRALIA)
acting through the Department of Health)
and Ageing ABN 83 605 426 759 on:)

30th June 2008)
Date)
by:)

Rosemary V CARDER)
Printed name of signatory)

FIRST ASST SECRETARY)
Position of signatory)

in the presence of:)

KATHERINE LOFTUS)
Printed name of witness)

R. Carder)
Signature)

[Signature])
Signature of witness)

SIGNED for and on behalf of
AUSTRALIAN CAPITAL TERRITORY GOVERNMENT as represented by ACT Health, ABN
82 049 056 234.

By

MARA COMACK.....
(name and position of signatory)

Chief Executive
.....
(date)

[Signature].....
(signature)

22/5/08

The signatory warrants that he/she has authority to bind ACT Health

in the presence of:

.....
(witness)

.....
(signature of witness)

ANNEXURE A

BRINGING NURSES BACK INTO THE WORKFORCE PROGRAM

Policy Implementation Principles

Program Overview

The Bringing Nurses Back into the Workforce (BNBW) Program aims to bring an extra 6,200 full time equivalent (FTE) nurses/midwives back into our public hospitals. This Program includes a target of bringing 800 FTE nurses/midwives back into the public hospital workforce in the 2008 calendar year.

Program Aims and Approach

The aims of the BNBW Program are to:

- Reduce the nursing shortages in the public hospital system; and
- Attract 6,200 of the estimated 30,000 qualified nurses/midwives who are currently outside the Australian nursing workforce back into public hospital nursing.

The Program will provide cash bonuses of up to \$6,000 to an allocated number of Eligible Nurses/Midwives who return to work in an Eligible Public Hospital that is participating in the program. The Program will also provide cash payments of up to \$1,000 to each participating Eligible Public Hospital that employs an Eligible Nurse/Midwife.

Eligibility

Nurses/Midwives will be eligible for the public hospital component of the Bringing Nurses Back into the Workforce Program provided they:

- have previously been employed as a registered nurse/midwife (Division 1 in Victoria) or enrolled nurse (Division 2 in Victoria) in the Australian nursing workforce;
- have not been employed as a registered nurse/midwife (Division 1 in Victoria) or enrolled nurse (Division 2 in Victoria) in Australia within the past 12 months from date of employment;
- are registered or enrolled with the relevant State or Territory regulatory authority or have qualifications that make them eligible for such registration or enrolment;
- return to work as a registered nurse/midwife (Division 1 in Victoria) or enrolled nurse (Division 2 in Victoria) as an employee of a public hospital which has an allocated place under this program;
- returned to work on or after the 15 January 2008;

- confirm that the hospital that is employing them has an allocated place available under this Program; and
- meet any additional registration/enrolment requirements of their relevant State or Territory.

Nurses/midwives will not be eligible for the public hospital component of this Program if any of the following applies:

- they returned to work as a registered nurse/midwife or enrolled nurse in Australia before the announcement of this policy. That is, prior to 15 January 2008;
- they are unable to gain registration or enrolment with the relevant State or Territory regulatory authority;
- they have been employed as a registered nurse/midwife or enrolled nurse in Australia within the past 12 months at the time intended to return to work;
- they are a registered nurse/midwife or enrolled nurse, or have qualifications that make them eligible for registration or enrolment, but have never been employed as a registered nurse/midwife or enrolled nurse in Australia, i.e. are a new graduate, or a nurse/midwife entering Australia and seeking employment as a nurse/midwife for the first time;
- they are currently under investigation or sanctioned under the relevant State or Territory regulatory body;
- they are employed as a registered nurse/midwife or enrolled nurse to provide services to a hospital by an external body, e.g. nursing agency;
- they are or have been in receipt of a Bringing Nurses Back into the Workforce bonus payments at a previous employment.

An organisation will be an Eligible Public Hospital for the public hospital component of the Bringing Nurses Back into the Workforce Program if they are a:

- Declared public hospital, where it provides hospital treatment that includes part of an overnight stay.

'Declared' means a facility that has been declared a hospital under subsection 121-5 of the Private Health Insurance Act 2007.

An organisation will not be an Eligible Public Hospital under the public hospital component of this Program if they are:

- an agency that employs nurses/midwives to provide nursing services to a hospital;
- any public hospital which only provides hospital treatment that does not include part of an overnight stay (i.e. day hospital facilities);
- any other organisation that is not a licensed public hospital .

How will the Program work?

This Program includes a target of bringing 800 FTE nurses/midwives back into the public hospital workforce in 2008 and to continue to return nurses/midwives to the workforce up to 14 January 2013.

As the bonus payments are for nurses/midwives to return to the workforce, an individual can only receive bonus payments that are a part of this Program once within the five year period from 2008 to 2013; this is inclusive of the six month and eighteen month payments. An Eligible Nurse/Midwife is required to work in the public hospital sector for a period of 18 months in order to receive the two bonus payments.

An Eligible Public Hospital can only claim a Hospital Payment for an individual employee once in the five year period and should ensure that an individual has not previously attracted a payment under this Program.

The bonus payments are based on a nurse/midwife returning full time (as defined in Clause 1 *Interpretations*) to a public hospital – a pro rata rate will apply to nurses/midwives and to the relevant hospital for Eligible Nurses/Midwives who return part time. Priority may be given to full time nurse/midwives as determined by the employers. This program is also able to target nurses/midwives who have completed a refresher or re-entry program.

For nurses/midwives:

- To ensure eligibility for the Nurse/Midwife Bonus, a nurse/midwife should check that the hospital where they are returning to work has an allocated place available under this Program.
- A nurse/midwife will need to submit an application through their employing hospital.
- A nurse/midwife can only apply to return to work within the public hospital sector and one ACT Health under the public hospital component of the Program and the average hours worked in the participating Eligible Public Hospitals within the sector and ACT Health are the only hours that will be attributed to the bonus payments.
- If a nurse/midwife chooses to change employment sectors prior to receiving the Nurse/Midwife bonuses they will forego all entitlements under the Bringing Nurses Back into the Workforce program.
- The first Nurse/Midwife Bonus of \$3000 (or pro rata equivalent) will be due for payment by the funding body 6 months after an Eligible Nurse/Midwife commences employment and can only be paid if employment is continuous during this period. Approved leave (paid) will contribute towards the employment period.
- After 18 months continuous employment with the employer an Eligible Nurse/Midwife will be entitled to a final Nurse/Midwife Bonus of \$3000 (or pro rata equivalent).
- Payment will be pro rata based on the average number of hours worked with that employer over the first six months and then subsequent twelve month

period (refer Table 1) and will include periods of leave that are approved by the employer.

For Commonwealth, State and Territories and hospitals:

- The Commonwealth will not be responsible for determining the suitability of nursing/midwifery staff – that is the responsibility of the hospital.
- Each State and Territory has a notional allocation of full time equivalent places. Flexibility around allocations and annual targets may be required should there be difficulty in filling places or should demand exceed the notional allocations.
- Hospitals will negotiate with the relevant State or Territory health departments regarding allocations that they are entitled to receive under the BNBW Program. The usual employment considerations and registration or enrolment conditions will apply to nurses/midwives returning to work under this program.
- Applications should be based on an Eligible Nurse/Midwife being employed full time or the pro rata equivalent. The one off Hospital Payment of \$1,000 per full time equivalent Eligible Nurse/Midwife returning to work (or pro rata for part time nurses/midwives – refer Table 2) is to be paid to the employing hospital by the relevant State and Territory health department. This amount is not transferable if the nurse/midwife changes hospitals.
- ACT Health will be responsible for ensuring appropriate payment of Nurse/Midwife Bonuses by their participating Eligible Public Hospitals from funding provided by the Australian Government Department of Health and Ageing and in accordance with the Funding Agreement obligations.
- An Eligible Hospital should provide standard information to any Eligible Nurse/Midwife that they employ under this Program outlining their responsibilities and how the Program is administered.
- A hospital will collect information to assist the relevant ACT Health to meet the minimum data set requirements specified by the Commonwealth in the Funding Agreement.

ANNEXURE B
Bringing Nurses Back into the Workforce
DATA COLLECTION FORM FOR PUBLIC HOSPITALS

SECTION 1: APPLICATION OF ELIGIBILITY

This form should be completed by employers each time they employ an eligible nurse/midwife into an allocated public hospital place under the Bringing Nurses Back into the Workforce (BNBW) program and submitted to the relevant state or territory health department. In submitting this form, the employer declares that, to the best of its knowledge, the nurse/midwife has not been employed as a registered nurse/midwife or enrolled nurse/midwife in Australia in the previous twelve months or longer (note, there is an application form for a nurse/midwife to complete and submit to their employer, which includes a Statutory Declaration).

1. Details of employer					
1.1 Name and address (stamp acceptable)					
1.2 Is this employer an eligible declared public hospital?*	YES		NO		
1.3 Location type (select one) (Based on AGSC Remoteness classification)	Major city	Inner regional	Outer regional	Remote	Very remote
1.4 The nurse/midwife will predominately be employed in what setting? (select one) (Based on Nursing and Midwifery Labour Force Census questionnaire categories)	Critical care/emergency				
	Mixed medical/surgical				
	Medical nursing				
	Surgical nursing				
	Perioperative				
	Midwifery				
	Aged care				
	Rehabilitation-disability				
	Mental health				
	Family and child health				
Other (please specify)					
2. BNBW nurse/midwife place identification number (to be assigned by the employer)					
3. Commencement date of nurse/midwife					
4. Completion date (for nurses/midwives offered fixed-term contracts)					
5. Registration category (please tick one)	Registered Nurse (Div1 in Vic) <input type="checkbox"/>	Registered Midwife (Div1 in Vic) <input type="checkbox"/>	Enrolled nurse (Div 2 in Vic) <input type="checkbox"/>		
6. Total weekly hours nurse/midwife is employed					
7. Age of nurse/midwife (years)					
8. Is the nurse/midwife of Aboriginal or Torres Strait Islander origin? (please circle one)	YES		NO		

* A public hospital is eligible for the Bringing Nurses Back into the Workforce Payment if it is a declared public hospital, where it provides hospital treatment that includes part of an overnight stay. 'Declared' means a facility that has been declared a hospital under subsection 121-5 of the *Private Health Insurance Act 2007*.

Bringing Nurses Back into the Workforce

DATA COLLECTION FORM FOR PUBLIC HOSPITALS

SECTION 2: DETAILS OF PAYMENTS

This form should be completed by employers that have employed an eligible nurse/midwife under the Bringing Nurses Back into the Workforce (BNBW) program and received a cash payment for doing so.

1. Employer payment details

1.1 Employer payment amount: \$ _____

1.2 This employer payment contributed to:

	YES	NO
Advertising		
Supernumerary costs		
Nurse/midwifery-training, re-skilling		
Administration		
Other (please specify)		

1.3 Did the nurse/midwife recently complete a refresher/re-entry program?* YES NO

2. Nurse/midwife payment details

2.1 BNBW program nurse/midwife place identification number

(to be assigned by the employer): _____

2.2 Payment of bonus to nurse/midwife:

6 months Average Weekly Hours: _____ Amount: \$ _____

18 months Average Weekly Hours: _____ Amount: \$ _____

3. Cessation of employment

3.1 If the nurse/midwife ceased employment before 18 months continuous employment, please indicate the predominant reason why (select one):

Personal reasons	
Leaving nursing workforce	
Leaving workforce overall	
Unpaid leave	
Other (please specify):	
Not applicable (nurse/midwife remained in continuous employment for 18 months)	

*Voluntary Field

ANNEXURE C
APPLICATION FORM FOR NURSES AND MIDWIVES

This form should be completed by nurses/midwives who consider themselves eligible for bonus payments under the Bringing Nurses Back into the Workforce (BNBW) Program and submitted to their employer (public hospital, private hospital or residential aged care home).

Note: Eligibility for the BNBW Program is subject to registration/enrolment, hours of employment and merit selection processes.

ELIGIBILITY

(Please circle one answer for each question)

1. Are you currently registered or enrolled to practice in your ACT Health? (please circle one) YES NO

1a. Please tick relevant boxes to indicate your registration status

Registered Nurse
(Div1 in Victoria)

Registered Midwife
(Div1 in Victoria)

Enrolled nurse
(Division 2 in Victoria)

If you answered no to 1 then you are not eligible under the BNBW program.

2. Have you worked as a registered nurse/midwife or enrolled nurse in the past 12 months? YES NO
If yes, you are not eligible for the BNBW Program.

If no, please complete the Statutory Declaration attached and provide it to your employer to determine if you are eligible to receive a cash bonus under the BNBW program.

3. How long has it been since you last worked as a registered nurse/midwife or enrolled nurse? _____ Years

Please ensure you have completed and signed the attached Statutory Declaration.

PERSONAL DETAILS (PLEASE PRINT)

Full name

Title (please circle one): Ms Miss Mrs Mr Other (please specify): _____

First Name: _____ Surname: _____

Postal address

State: _____ Postcode: _____ Date of Birth*: ____/____/____

Preferred Contact phone number: (____) _____

E-mail address: _____

Are you of Aboriginal or Torres Strait Islander origin? (please circle one) YES NO

Was your decision to return to the nursing/midwifery workforce influenced by the BNBW Program? YES NO

*Voluntary Field

STATUTORY DECLARATION

Statutory Declarations Act 1959

1 *Insert the name, address and occupation of person making the declaration*

I, ¹

make the following declaration under the *Statutory Declarations Act 1959*:

2 *Set out matter declared to in numbered paragraphs*

2.1 I have not worked as a registered nurse/midwife (Division 1 in Victoria) or enrolled nurse (Division 2 in Victoria) in Australia for the past twelve months or more.

2.2 I have not been employed by any other employer under the Bringing Nurses Back into the Workforce program.

2.3 I have not received any cash bonuses under the Bringing Nurses Back into the Workforce program from 15 January 2008 to 15 January 2013.

2.4 I have familiarised myself with the eligibility requirements in the *Fact Sheet for Nurses and Midwives*.

2.5 I consent to information from this form being provided by my employer to the relevant funding body and/or state or territory government and/or the Commonwealth to assist with its management and accountability provisions for the Bringing Nurses Back into the Workforce Program.

2.6 I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

3 *Signature of person making the declaration*

³

4 *Place*
5 *Day*
6 *Month and year*

Declared at ⁴ on ⁵ of ⁶

Before me,

7 *Signature of person before whom the declaration is made (see over)*

⁷

8 *Full name, qualification and address of person before whom the declaration is made (in printed letters)*

⁸

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

A statutory declaration under the *Statutory Declarations Act 1959* may be made before—

(1) a person who is currently licensed or registered under a law to practise in one of the following occupations:

Chiropractor	Dentist	Legal practitioner
Medical practitioner	Nurse	Optometrist
Patent attorney	Pharmacist	Physiotherapist
Psychologist	Trade marks attorney	Veterinary surgeon

(2) a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or

(3) a person who is in the following list:

Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the *Consular Fees Act 1955*)

Bailiff

Bank officer with 5 or more continuous years of service

Building society officer with 5 or more years of continuous service

Chief executive officer of a Commonwealth court

Clerk of a court

Commissioner for Affidavits

Commissioner for Declarations

Credit union officer with 5 or more years of continuous service

Employee of the Australian Trade Commission who is:

- (a) in a country or place outside Australia; and
- (b) authorised under paragraph 3 (d) of the *Consular Fees Act 1955*; and
- (c) exercising his or her function in that place

Employee of the Commonwealth who is:

- (a) in a country or place outside Australia; and
- (b) authorised under paragraph 3 (c) of the *Consular Fees Act 1955*; and
- (c) exercising his or her function in that place

Fellow of the National Tax Accountants' Association

Finance company officer with 5 or more years of continuous service

Holder of a statutory office not specified in another item in this list

Judge of a court

Justice of the Peace

Magistrate

Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the *Marriage Act 1961*

Master of a court

Member of Chartered Secretaries Australia

Member of Engineers Australia, other than at the grade of student

Member of the Association of Taxation and Management Accountants

Member of the Australasian Institute of Mining and Metallurgy

Member of the Australian Defence Force who is:

- (a) an officer; or
- (b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service; or
- (c) a warrant officer within the meaning of that Act

Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants

Member of:

- (a) the Parliament of the Commonwealth; or
- (b) the Parliament of a State; or
- (c) a Territory legislature; or
- (d) a local government authority of a State or Territory

Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961*

Notary public

Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public

Permanent employee of:

- (a) the Commonwealth or a Commonwealth authority; or
- (b) a State or Territory or a State or Territory authority; or
- (c) a local government authority;

with 5 or more years of continuous service who is not specified in another item in this list

Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made

Police officer

Registrar, or Deputy Registrar, of a court

Senior Executive Service employee of:

- (a) the Commonwealth or a Commonwealth authority; or
- (b) a State or Territory or a State or Territory authority

Sheriff

Sheriff's officer

Teacher employed on a full-time basis at a school or tertiary education institution

ANNEXURE D
MINIMUM DATA SET (MDS)

Data Item	Definition	Responsibility for Collection
BNBW Allocation FTE	Number of FTE BNBW EN/RN/RM Allocated per ACT Health for public sector	Commonwealth, to be set out in Funding Agreements
Employed FTE/Head Count	Number of FTE BNBW EN/RN/RM Employed within the reporting period per: <ul style="list-style-type: none"> ▪ ACT Health ▪ Public Hospital 	<ul style="list-style-type: none"> ▪ ACT Health ▪ Commonwealth to collate ACT Health figures
Unsuccessful applicants*	Indicative number of applications from nurses/midwives that do not lead to payment of bonuses. <ul style="list-style-type: none"> ▪ Reasons why? 	<ul style="list-style-type: none"> ▪ Hospital ▪ ACT Health to report to Commonwealth ▪ Commonwealth to collate national data
Registration category of BNBW EN/RN/RM	Number of FTE BNBW EN/RN/RM in each registration category per: <ul style="list-style-type: none"> ▪ ACT Health ▪ Public Hospital 	<ul style="list-style-type: none"> ▪ Hospital ▪ ACT Health to report to Commonwealth ▪ Commonwealth to collate national data
Hospital location (Australian Standard Geographical Classification, ASGC, Remoteness classification)	<ul style="list-style-type: none"> ▪ Major city ▪ Inner regional ▪ Outer regional ▪ Remote ▪ Very remote 	<ul style="list-style-type: none"> ▪ Hospital ▪ ACT Health to report to Commonwealth ▪ Commonwealth to collate national data
Clinical Setting the nurse/midwife will predominantly be employed in (Based on Nursing and Midwifery Labour Force Census questionnaire categories).	<ul style="list-style-type: none"> ▪ Critical care/emergency ▪ Mixed medical/surgical ▪ Medical nursing ▪ Surgical nursing ▪ Perioperative ▪ Midwifery ▪ Aged care ▪ Rehabilitation-disability ▪ Mental health ▪ Family and child health ▪ Other (please specify) 	<ul style="list-style-type: none"> ▪ Hospital ▪ ACT Health to report to Commonwealth ▪ Commonwealth to collate national data
Hospital Payment use	<ul style="list-style-type: none"> ▪ Advertising ▪ Supernumerary costs ▪ Nurse/midwifery-training, re-skilling ▪ Administration ▪ Other (please specify) 	

Data Item	Definition	Responsibility for Collection
BNBW EN/RN/RM details	<ul style="list-style-type: none"> ▪ Number of years out of the nursing/midwifery workforce ▪ Decision to return influenced by BNBW? Yes/No ▪ Commencement date ▪ Completion date ▪ Reason/s for ceasing employment ▪ Age* ▪ Number or hours worked per week ▪ Re-entry Program Undertaken through employing hospital? Yes/No* ▪ Payment of Bonuses (date and amount) <ul style="list-style-type: none"> ○ 6 months ○ 18 months ▪ Aboriginal or Torres Strait Islander origin? Yes/No 	<ul style="list-style-type: none"> ▪ Hospital ▪ ACT Health to report to Commonwealth ▪ Commonwealth to collate national data

Key

BNBW: Bringing Nurses Back into the Workforce
FTE: Full Time Equivalent
EN/RN/RM: Enrolled Nurse/Registered Nurse/Registered Midwife
ASGC: Australian Standard Geographical Classification

* Voluntary Field

ANNEXURE E
MINIMUM DATA SET REPORTING TEMPLATE
(See Attached Excel File)

ANNEXURE F
FINANCIAL ACQUITTAL TEMPLATE
(See Attached Excel File)

To be included with reporting requirements for 15 January and 15 July for all years covered under the Agreement

