**MEDICAL GRADE FOOTWEAR**

**TERMS AND CONDITIONS**

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| **Lodgement Place:**  | Email to:MGF Contract Managermgf.contracts@dva.gov.au |

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**TERMS AND CONDITIONS**

# OVERVIEW

General

## The Commonwealth, as represented by the Department of Veterans' Affairs, the Repatriation Commission and the Military Rehabilitation Compensation Commission (collectively referred to as DVA) seeks Medical Grade Footwear (MGF) suppliers for the provision of MGF to entitled persons. This agreement comprises the:

1. Medical Grade Footwear Terms and Conditions (this document);
2. The Notes for Medical Grade Footwear Suppliers
3. DVA Medical Grade Footwear Schedule of Fees; and
4. Register of DVA-approved ready-made MGF footwear,

with the document appearing higher in the list having precedence to the extent of the ambiguity or inconsistency.

Purpose

## DVA requires the provision of MGF products and services to entitled persons.

## All MGF suppliers who meet the pre-conditions set out in clause 2, accept the terms and conditions of this agreement, and are found suitable by DVA to be an MGF supplier will be included on DVA’s list of MGF suppliers and be authorised to accept and fulfil prescriptions for MGF.

## The parties have agreed that when the MGF supplier receives a prescription from an approved assessing health provider, the MGF supplier will provide the services specified in the prescription in accordance with the terms and conditions set out in this agreement.

# PRE-Conditions of the agreement

## On signing of these Terms and Conditions, and for the duration of the agreement, the MGF supplier must meet the pre-conditions in clause 2.2 to clause 2.5, inclusive. Tick the boxes below as appropriate. The MGF supplier must provide evidence of compliance with the pre-conditions within 10 business days of receipt of a written request from DVA.

**Experience**

## The MGF supplier must have one or more staff within the organisation with a minimum of three (3) years’ experience in the provision and/or manufacturing of MGF, and must be available for in-person fitting of the MGF.

Conflict of interest declaration

## The MGF supplier or a related person must not also be a DVA footwear assessing health provider unless the MGF supplier is providing MGF services in a rural or remote area.

## A related person is:

## an employee of the MGF supplier; or

## a spouse, partner or family relation of the MGF supplier; or

## a spouse, partner or family relation of an employee of the MGF supplier.

## Any assessing health provider who wishes to enter a DVA agreement to supply MGF may choose to resign from the assessing health provider role.

1. The MGF supplier does not have a conflict of interest. Also the MGF supplier agrees that if a conflict of interest develops during the course of the agreement, the MGF supplier will notify DVA.

OR

1. The MGF supplier has a conflict of interest but provide MGF services in a rural/remote area(s). See Attachment A for the definition of rural/remote areas.

Public and product insurance

## The MGF supplier must have Public (and Products) liability insurance for not less than $10,000,000 per claim covering liability owed to another person who suffers loss or damage by reason of the MGF supplier’s business activities.

1. Currently have this type and level of insurance and will maintain for the term of the agreement.

OR

1. Do not have this type and/or level of insurance but undertake to obtain it and maintain for the term of the agreement.

The MGF supplier must provide DVA with a copy of the insurance policies or certificates of currency on written request by DVA.

Geographical areas of supply

## The MGF supplier must complete Attachment B describing the geographical coverage and retail addresses of the MGF suppliers premises and provide services in the areas as set out in Attachment B.

1. Attachment B is completed and is attached.

Type of Medical Grade Footwear

## Please tick the type of MGF that the MGF supplier will supply. If circumstances change during the course of the agreement, the MGF supplier must notify DVA.

1. Ready made MGF

Please nominate the brand(s) and style(s) of the ready made MGF

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1. Custom made MGF
2. Both ready and custom made MGF

Please nominate the brand(s) and style(s) of the ready made MGF

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Acceptance of offer by DVA

## Submission of a completed agreement by an MGF supplier comprises an offer capable of acceptance by DVA.

## DVA will assess an MGF supplier’s compliance with the terms of the agreement, including the pre-conditions at clause 2 and confirm acceptance of the offer in writing.

## Once the offer is accepted by DVA in writing, and the agreement is signed by both parties, a legally binding agreement will come into force between the MGF supplier and DVA.

## DVA will monitor and audit compliance with the agreement, including the pre-conditions at clause 2 throughout the term of the agreement.

# The AGREEMENT

## The agreement is made up of the documents listed at clause 1.1.

## The MGF supplier must read and understand the entire agreement as the MGF supplier undertakes obligations to:

1. make the business available to receive referrals as the need arises;
2. provide medical grade footwear to entitled persons in accordance with the terms explained in the Notes for Medical Grade Footwear Suppliers; and
3. comply with all other obligations in the agreement.

## In return for becoming an MGF supplier, DVA undertakes to pay the MGF supplier the scheduled or agreed fees for the services provided in accordance with the agreement.

# Term of agreement

## The agreement will commence upon execution of the agreement by both parties and will end when:

1. the MGF supplier withdraws from the MGF Program by giving notice to DVA in accordance with clause 7; or
2. the MGF supplier does not make a claim for five (5) years; or
3. DVA gives notice of termination under clause 8; or
4. If the MGF supplier is a sole trader – the MGF supplier is no longer able to supply MGF due to death or incapacity.

# Periodic review of agreement

## DVA will periodically (at least every two (2) years) review this agreement with a view to determining if it continues to represent value for money for DVA.

# Withdrawal from scheme and termination of agreement

## The MGF supplier may withdraw from the MGF Program at any time by giving written notice to DVA. The notice will terminate the agreement automatically from the date DVA receives the notice. The MGF supplier is required to notify the assessing health provider and DVA of any clients with unfulfilled orders at the date of termination.

# Termination of agreement by DVA

## DVA may terminate the agreement, effective immediately, by giving notice to the MGF supplier when:

1. the MGF supplier does not meet, or no longer meets, the pre-conditions at clauses 2.2 to 2.5 in the reasonable view of DVA; or
2. the MGF supplier persistently breaches or does not perform the obligations in the Notes for Medical Grade Footwear Suppliers and does not remedy the position within the time set by DVA in a remediation notice, not exceeding 30 days; or
3. the MGF supplier commits fraud or obtains an advantage by misrepresentation; or
4. the MGF supplier behaves in a manner that makes the supplier an unfit or improper entity to be an MGF supplier in the reasonable view of DVA; or
5. subject to the *Corporations Act 2001* (Cth), the MGF supplier goes into liquidation, enters into a scheme of arrangement or ceases to exist; or
6. DVA has reviewed the agreement in accordance with clause 6 and determines that it no longer represents value for money; or
7. after a review of the MGF Program, DVA concludes that it is no longer effective, efficient or economical to continue with the MGF Program; or
8. there is a significant change in government policy.

# MGF prices

## The MGF prices are published on the MGF Register and MGF Fee Schedules and they are non-negotiable.

## The MGF supplier must accept the DVA prices as full payment for MGF products and services without imposing any additional charges on the entitled person.

# Amendment of agreement terms

## This agreement may be varied:

1. in the case of minor amendments including updates to the Notes, the MGF Register and annual indexation of fees: by the publication of the amended documents on DVA’s website; and
2. in all other cases: in writing, agreed and signed by both parties.

# Consent to disclose personal information

## DVA will publish a list of all MGF suppliers so that the assessing health provider may give referrals to the suppliers.

## By accepting the terms and conditions, the MGF supplier consents to:

1. the organisational details of the MGF supplier provided being published for the purposes of the MGF Program; and
2. DVA disclosing the organisational information as is necessary for the purposes of administering the MGF Program.

## DVA will not be in breach of any confidentiality agreement if DVA discloses the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.

# compliance with law and policy

## The MGF supplier must, in the performance of its obligations arising out of or in connection with this agreement comply with all applicable law and Commonwealth policy.

**Workplace Gender Equality**

## If the MGF supplier becomes non-compliant with the Workplace Gender Equality Act 2012 during the Term of the agreement, the MGF supplier must notify DVA.

**Indigenous Procurement Policy**

## MGF suppliers note that the Indigenous Procurement Policy applies to this agreement.  More information on the Indigenous Procurement Policy can be found at https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp. In particular, MGF suppliers should note the purpose of the Indigenous Procurement Policy is to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.

## Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and/or use of Indigenous suppliers in the MGF supplier’s supply chain.

## In providing services to DVA, each MGF supplier must use its reasonable endeavours to increase its:

## purchasing from Indigenous enterprises (being an organisation that is 50 per cent or more Indigenous owned that is operating a business); and

## employment of Indigenous Australians in the delivery of the agreement.

**Modern Slavery**

## The MGF supplier must take reasonable steps to identify, assess and address risks of modern slavery practices in the operations and supply chains used in the provision of the services and provide any information reasonably requested by DVA in order to satisfy its obligations as a reporting entity under the Modern Slavery Act 2018 (Cth).

**Privacy**

## In providing the services, the MGF supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the Privacy Act 1988 (Cth) and not to do anything, which if done by DVA would breach an Australian Privacy Principle as defined in that Act.

**Notifiable Data Breaches**

## If the MGF supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the MGF supplier as a result of this agreement, the MGF supplier must:

## immediately report it to DVA and provide a written report within three (3) business days; and

## carry out an assessment in accordance with the requirements of the Privacy Act 1988 (Cth).

## Where the MGF supplier is aware that there has been an Eligible Data Breach in relation to this agreement, the MGF supplier must:

## take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to the individual to whom the Personal Information relates;

## take all other action necessary to comply with the requirements of the Privacy Act 1988 (Cth); and

## take any other action as reasonably directed by DVA.

***National Anti-Corruption Commission Act 2022* (Cth) Requirements**

## The MGF supplier acknowledges that in providing the services under this agreement, it is a contracted service provider for the purposes of the National Anti-Corruption Commission Act 2022 (Cth) (NACC Act).

## The MGF supplier must comply with any reasonable request, policy or direction issued by DVA and otherwise cooperate with DVA in relation to any action taken by DVA required or authorised under the NACC Act.

# DeclarationS

1. The MGF supplier warrants that it has all necessary power and authority to enter into this agreement.
2. The MGF supplier warrants that it is financially viable to provide the required services for the duration of the agreement, and will advise DVA immediately should the MGF supplier become insolvent, be placed into administration or otherwise have financial difficulties that may affect the provision of the required services.
3. The MGF supplier indemnifies DVA, its officials and contractors against any claim, loss or damage arising in connection with any breach of obligations or representations under this agreement. The MGF supplier’s obligation to indemnify DVA, its officials and contractors will be proportionally reduced to the extent that any act or omission, on the part of DVA or its officials or contractors contributed to the claim, loss or damage.
4. The MGF supplier agrees to DVA issuing Recipient Created Tax Invoices and Recipient Created Adjustment Notes under the A New Tax System (Goods and Services Tax) Act 1999 (GST Act) in respect of all GST - taxable supplies under this Agreement.
5. In relation to the *Workplace Gender Equality Act 2012 (Cth)*, the MGF supplier declares that if it is a relevant employer, a current letter of compliance is attached as part of the MGF supplier’s acceptance of offer which indicates compliance with the *Workplace Gender Equality Act 2012 (Cth)*; and
6. The MGF supplier warrants that it has not had a judicial decision against them (not including decisions under appeal) relating to employee entitlements and has not paid the claim.

# Acceptance of offer

As authorised representative of the MGF supplier, I warrant that I have read and understood the Terms and Conditions and the Notes for Medical Grade Footwear Suppliers and accept the offer on behalf of the MGF supplier by signing and submitting the relevant details below to DVA via:

MGF Contract Manager

mgf.contracts@dva.gov.au

***Details for supplier list***

MGF supplier name:………………………………………………………………………………..

Street address:…………………………………………………………………………..

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

Postal address:…………………………………………………………………………..

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

Telephone number:………………………………………………………………………

Mobile number: ………………………………………………………………………..…

Fax number: ………………………………………………………………………………

Email address: ……………………………………………………………………………

………………………………………

(Signature of person making declaration)

………………………………………..

(Print name)

Date………………………………

***Additional details for DVA administration***

Australian Business Number (ABN):……………………………………………………

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

If you are a previous contracted supplier for MGF, your existing provider number for DHS billing purpose will continue to apply.

Your current provider number: …………………………………..

If you are a new MGF supplier to DVA, you will be issued with a provider number once your acceptance of offer has been validated.

|  |  |  |
| --- | --- | --- |
| **signed** for and on behalf of **The Commonwealth of Australia** **represented by the Department of Veterans' Affairs** ABN 23 964 290 824by its duly authorised officer, in the presence of: |  |  |
|  |  | Signature of officer |
|  |  |  |
| Signature of witness |  | Name |
|  |  |  |
| Name |  |  |

# Attachment A - Definition of Rural and Remote Areas in Australia

DVA is using the whole of Government definitions issued by the Australian Bureau of Statistics and the Department of Health.  The website link below is a helpful reference to find under which category a delivery site is classified, using postcode, town or address details.

<http://www.doctorconnect.gov.au/internet/otd/Publishing.nsf/Content/locator>

Definitions:

Inner Regional Australia

Inner Regional Australia is a category in the Australian Standard Geographical Classification (ASGC) Remoteness Structure. Inner Regional Australia is defined as 'CDs with an average ARIA+ index value greater than 0.2 and less than or equal to 2.4'. Inner Regional Australia includes towns such as Hobart, Launceston, Mackay and Tamworth.

Outer Regional Australia

Outer Regional Australia is a category in the Australian Standard Geographical Classification (ASGC) Remoteness Structure. Outer Regional Australia is defined as 'CDs with an average ARIA+ index value greater than 2.4 and less than or equal to 5.92'. Outer Regional Australia includes towns and cities such as Darwin, Whyalla, Cairns and Gunnedah.

Remote Australia

Remote Australia is a category in the Australian Standard Geographical Classification (ASGC) Remoteness Structure. Remote Australia is defined as 'CDs with an average ARIA+ index value greater than 5.92 and less than or equal to 10.53'. Examples of Remote Australia include Alice Springs, Mount Isa and Esperance.

Very Remote Australia

Very Remote Australia is a category in the Australian Standard Geographical Classification (ASGC) Remoteness Structure. Very Remote is defined as 'CDs with an average ARIA+ index value greater than 10.53'. Very Remote Australia represents much of central and western Australia and includes towns such as Tennant Creek, Longreach and Coober Pedy."

# ATTACHMENT B - Geographical coverage/areas of supply

DVA needs to know which geographic areas the MGF supplier will cover in order to ensure that all eligible members of the veteran community will have reasonable access to a medical grade footwear supplier. This is particularly relevant to those veterans in rural and remote areas.

Mark the area(s) of supply for the MGF supplier by ticking the relevant boxes below and provide the address of the premises:

|  |  |
| --- | --- |
| **□ AUSTRALIAN CAPITAL** **TERRITORY** |  |

|  |
| --- |
| **□ NORTHERN TERRITORY** |
| □ Operations North  | □ Operations Central |

|  |
| --- |
| **□ NEW SOUTH WALES** |
| □ Central Coast | □ New England |
| □ Central Sydney | □ Northern Rivers |
| □ Far West | □ Northern Sydney |
| □ Greater Murray | □ South Eastern Sydney |
| □ Hunter | □ South Western Sydney |
| □ Illawarra | □ Southern |
| □ Macquarie | □ Wentworth  |
| □ Mid North Coast | □ Western Sydney |
| □ Mid Western |  |

|  |
| --- |
| **□ QUEENSLAND** |
| □ Central | □ Peninsula |
| □ Darling Downs/South West | □ South Brisbane |
| □ North Brisbane | □ West Moreton/South Coast |
| □ Northern |  |

|  |
| --- |
| **□ TASMANIA** |
| □ North | □ South |
| □ North West |  |

|  |
| --- |
| **□ SOUTH AUSTRALIA** |
| □ North West Country | □ South East Country |
| □ North West Metro | □ South East Metro |

|  |
| --- |
| **□ VICTORIA** |
| □ Barwon South-Western | □ Gippsland |
| □ Eastern Metro | □ Grampians |
| □ Hume | □ Southern Metro |
| □ Loddon Mallee | □ Western Metro |
| □ Northern Metro |  |

|  |
| --- |
| **□ WESTERN AUSTRALIA** |
| □ East Metro | □ Pilbara |
| □ Goldfields | □ South East Metro |
| □ Great Southern | □ South West |
| □ Kimberley | □ South West Metro |
| □ Midwest | □ Wheatbelt |
| □ North Metro |  |

|  |
| --- |
| Provide the retail addresses that the veterans can visit. |

|  |
| --- |
| Provide any additional information here, if required. |