



Visiting General Dental Practitioners, Visiting Oral Surgeons and Other Visiting Dental Specialists (Contracts) - Terms and Conditions of Employment

Human Resources Policy

Effective Date: February 2010

1 PURPOSE

To outline the terms and conditions of employment and associated contract for visiting general dental practitioners, visiting oral surgeons and other visiting dental specialists.

2 APPLICATION

This policy applies to visiting general dental practitioners, visiting oral surgeons and other visiting dental specialists.

3 GUIDELINES

Guidelines may be developed to facilitate implementation of this policy. The guidelines must be consistent with this policy.

4 DELEGATION

The 'delegate' is as listed in the Queensland Health Human Resource Delegations Manual as amended from time to time.

5 REFERENCES

- District Health Services Employees' Award – State 2003
- Visiting Medical Officers – Engagement Options HR Policy B21

6 SUPERSEDES

- IRM 2.7-9 Terms And Conditions Of Employment – For Visiting General Dental Practitioners, Visiting Oral Surgeons And Other Visiting Dental Specialists – Contracts

7 POLICY

This policy is to be applied when visiting general dental practitioners, visiting oral surgeons and other visiting dental specialists are engaged on contracts.

8 APPLYING THE POLICY

Visiting general dental practitioners, visiting oral surgeons and other visiting dental specialist are to be engaged on contract as:

- a dental practice company under a contract
- a partnership under a contract
or
- an individual under a contract.

Refer to Attachment One for an example of a standard contract to be used for the engagement of visiting general dental practitioners, visiting oral surgeons and other visiting dental specialists.

Similar options in relation to the superannuation guarantee charge (SGC) apply to visiting general dental practitioners, oral surgeons and other visiting dental specialists as applies to visiting medical officers (refer Visiting Medical Officers – Engagement Options HR Policy B21).

9 HISTORY

February 2010	Developed as a result of the HR policy consolidation project.
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Under Review

STANDARD CONTRACT OF ENGAGEMENT

List of clauses

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AGREEMENT

THIS AGREEMENT is dated the day of 20

BETWEEN:

The State of Queensland ("the State")

AND:

of in the State of Queensland ("the Supplier")

WHEREAS:

- (A) The State operates one or more hospitals and other health facilities situated in the District.
- (B) It is the function of the State (through the manager) to provide, manage and deliver public sector health services within the District and to ensure that health services in the District are of a high quality and delivered equitably.
- (C) The State, to fulfil its functions pursuant to recital B, requires the services of dental practitioners in certain areas of dentistry.
- (D) The Supplier is in a position to secure the provision to the State of the services of one or more dental practitioners registered by the Dental Board of Queensland under the *Dental Practitioners Registration Act 2001*.

THIS AGREEMENT provides as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears -

"absence time" means the number of sessions other than exempt sessions during which an authorised practitioner does not provide professional services;

"Act" means the *Health Services Act 1991*;

"authorised practitioner" means a dental practitioner nominated and approved pursuant to Clause 8;

"chief executive" means the chief executive of the Department of Health;

"confidential information" means any information relating to a patient, a hospital or a health facility within the District;

"dental practitioner" means -

(a) a dental specialist registered under the *Dental Practitioners Registration Act 2001*; or

(b) a dentist registered under the *Dental Practitioners Registration Act 2001*, who:

(i) is the holder of a prescribed qualification in respect of a speciality pursuant to section 18(3)(a) of the *Dental Practitioners Registration Act 2001*; and

(ii) is acting under the supervision of a dental specialist registered in Queensland; or

(c) a dentist registered under the *Dental Practitioners Registration Act 2001* who does not possess specialist qualifications or registration.

"District" means that area of Queensland, public sector hospital or health facility declared by the Governor in Council, under the Act, to be the [insert name] Health Service District;

"exempt sessions" means the number of sessions approved under Clause 12 by the State during which an authorised practitioner need not provide professional services;

"health facility" includes any establishment, except a public hospital, under the control of the State and within the District for which the Supplier is to secure the provision of professional services;

"hospital" includes any public hospital under the control of the State and within the District for which the Supplier is to secure the provision of professional services;

"lead time" means the period of time from the date of application for exempt sessions to the date of commencement of the proposed exempt sessions;

"Manager" means the Manager of the District appointed under S.22 of the Act;

"month" means a calendar month;

"official absence time" means absence time approved by the State;

"on call" means on call pursuant to Clause 5;

"on call time" means a period -

- (a) between 6pm on a day and 8am the following day; and
- (b) between 8am and 6pm on a Saturday, Sunday or public holiday;

"oral surgeon" means an authorised practitioner who is an oral surgeon registered by the Dental Board of Queensland under the *Dental Practitioners Registration Act 2001*.

"professional services" means the services the provision of which the Supplier is to secure pursuant to this contract and includes the services and other duties specified in the Second Schedule;

"recall" means an attendance by an authorised practitioner at a hospital and/or health facility other than for a session or a self-initiated attendance, at the request of the State to provide professional dental services;

"self initiated attendance" means an attendance by an authorised practitioner (other than for a session, a continuation of a session or recall) pursuant to Clause 4;

"session" means a period scheduled by the State for prearranged professional services to be provided at the time and place designated in the First Schedule;

"Show Cause Notice" means a notice issued by the State pursuant to Clause 9.3;

"State" includes the State's duly authorised agents.

1.2 In this Agreement unless the context otherwise requires:

- (a) words expressing the singular include the plural and vice versa;
- (b) words denoting gender include all genders;
- (c) a reference to a clause is a reference to a clause of this Agreement;
- (d) a reference to a thing or matter includes a reference to a part of a thing or matter;
- (e) headings are included for convenience only and will not affect the interpretation of this Agreement;
- (f) the Schedules form part of this Agreement;
- (g) a reference to a Statute, Order in Council or other subordinate legislation or an industrial award includes a reference to or citation of all enactments, Orders in Council or other subordinate legislation or variations to the award which amend or consolidate the Statute, Order in Council or other subordinate legislation, or award, and to an enactment, Order in Council or other subordinate legislation, or award, which is substituted for the Statute, Order in Council or other subordinate legislation, or award, as the case may be;
- (h) where any word or phrase is given a defined meaning in the Act that word or phrase has a corresponding meaning in this Agreement; and
- (i) where any word or phrase is given a defined meaning in this Agreement, any derivative, any other part of speech or other grammatical form of that word or phrase will have a corresponding meaning.

2. PROVISION OF SERVICES

2.1 The Supplier shall secure the provision of professional services by an authorised practitioner or authorised practitioners –

- (a) for the session as specified in the First Schedule;
- (b) on self initiated attendances; and
- (c) of a clinical nature only -
 - (i) on recall;
 - (ii) on continuation of duty.

2.2 Unless otherwise approved by the State, such authorised practitioner or practitioners shall remain at the health facility and/or hospital specified in the First Schedule for the duration of each session.

3. SCHEDULING OF PROFESSIONAL SERVICES

3.1 The State shall from time to time by notification to the Supplier:–

- (a) designate the particular professional service to be provided in each session;
- (b) not less than seven (7) days in advance, except where otherwise agreed, designate the dates and periods for which each authorised practitioner shall be on call.

3.2 Where a scheduled session falls on a public holiday –

- (a) the Supplier does not commit a breach of this Agreement if the Supplier does not secure the provision of professional services for that session;
- (b) if the Supplier does not secure the provision of professional services the Supplier is not entitled to payment for such session.

3.3 The State may, by notification, with the consent of the Supplier, reschedule a session.

3.4 Where the Supplier has secured two or more authorised practitioners to provide professional services under this Agreement –

- (a) the State may roster each authorised practitioner for each session and on call time so as to provide the overall level of professional services specified in this Agreement;
- (b) in determining such a roster, the State shall divide the sessions and on call time in a manner which is convenient to the parties;
- (c) to facilitate the rostering, the Supplier shall liaise as necessary with the State and with authorised practitioners;
- (d) except where to do so may jeopardise the proper provision of professional services to patients of the hospital and/or health facility, an authorised practitioner may be substituted by the Supplier for any other authorised practitioner in respect of any rostered session or on call time: provided that the State must be given reasonable notice of the substitution so that it may avoid inconvenience to its officers and to patients of the hospital and/or the health facility.

3.5 The Supplier shall be entitled to payment for each session at the rate specified in Part C of the Third Schedule.

4. SELF INITIATED ATTENDANCES

4.1 The State may, on receipt of an application in writing by the Supplier and having regard to –

- (a) the particular nature of the professional services to be provided by a nominated authorised practitioner;
- (b) the staffing arrangements of a hospital and/or health facility;
- (c) the clinical needs of a patient; and

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(d) any other reason relating to the provision of professional services at a hospital and/or health facility,

approve for such period of time as it determines, the nominated authorised practitioner providing self initiated attendances. The State shall by notice advise the Supplier of the result of the application.

4.2 During each self initiated attendance the Supplier shall ensure that the nominated authorised practitioner shall provide such professional services as required.

4.3 Payment for self initiated attendances shall be –

- (a) as specified in Part B of the Third Schedule;
- (b) made monthly to the Supplier.

5. ON CALL

5.1 The State may from time to time by agreement with the Supplier roster an authorised practitioner to be on call: provided that unless the Supplier and the State otherwise agree, the authorised practitioner (or if more than one the authorised practitioners together) shall not be rostered on call for more than fourteen (14) on call times in any fourteen (14) day period which period commences at 8.00am Monday.

5.2 The Supplier shall ensure that the authorised practitioner shall during each on call time rostered -

- (a) be available to provide professional services;
- (b) be capable of being contacted without undue delay by the State by a means acceptable to the State;
- (c) when requested by the State forthwith provide the required professional services.

5.3 The Supplier shall be entitled to payment for the provision of on call services at the rate specified in Part C of the Third Schedule.

6. RECALL WHEN NOT ON CALL

6.1 The State may from time to time (other than when the authorised practitioner is conducting a session or is on call) request the Supplier by notification to secure an authorised practitioner to provide professional services.

6.2 On receipt of a request pursuant to Clause 6.1 the Supplier, having regard to the clinical needs specified in the request and ethical considerations, may -

- (a) elect not to provide the service and forthwith advise the State to that effect; or
- (b) elect to provide the service in which case the Supplier shall -
 - (i) forthwith advise the State to that effect; and
 - (ii) forthwith secure the provision of the required professional services by an authorised practitioner.

6.3 The Supplier shall be entitled to payment for the provision of recall services at the rate specified in Part C of the Third Schedule.

7. CONTINUATION OF DUTY

7.1 Where -

- (a) the State by notification requests the Supplier to secure an authorised practitioner to continue to provide professional services immediately on the expiration of a session, and the Supplier agrees to do so;
- (b) circumstances are such that the work load requires an authorised practitioner to continue to provide professional services immediately on the expiration of a session or to commence prior to the designated time of commencement of a session;
- (c) emergent circumstances exist which necessitate an authorised practitioner continuing to provide professional services immediately on the expiration of the session,

the Supplier shall ensure that the authorised practitioner shall provide professional services for such time as agreed by the State and the Supplier, or as required, as the case may be.

7.2 The Supplier shall be entitled to payment for continuation of duty at the rate specified in Part C of the Third Schedule.

8. AUTHORISED PRACTITIONER

8.1 The Supplier shall nominate in writing one or more dental practitioners as authorised practitioners for the purpose of this Agreement.

8.2 The State may approve any one or more dental practitioners so nominated as authorised practitioners for the purpose of this Agreement.

8.3 No dental practitioner shall perform any professional services referred to in this Agreement unless such dental practitioner has been approved by the State, and the Supplier shall not be entitled to payment in respect of professional services other than those provided by authorised practitioners.

8.4 If no dental practitioner has been approved by the State within three (3) months from the date of signing this Agreement either party may by notice in writing terminate this Agreement.

8.5 The Supplier may from time to time nominate an additional dental practitioner as an authorised practitioner for the purposes of this Agreement, and shall do so if there ceases to be a dental practitioner approved by the State. Any dental practitioner so nominated may be approved by the State in accordance with Clause 8.2.

8.6 The Supplier shall be responsible for ensuring that the services of an authorised practitioner, or authorised practitioners are provided in accordance with this Agreement.

8.7 A dental practitioner shall cease to be an authorised practitioner under this Agreement if -

- (a) the dental practitioner's nomination is withdrawn by the Supplier by notice in writing to the State;
- (b) the approval of the State is withdrawn in accordance with Clause 9;
- (c) the dental practitioner is removed or suspended from the register by the Dental Board of Queensland under the *Dental Practitioners Registration Act 2001*.

8.8 If no dental practitioner has been approved under this Agreement within three (3) months from the date on which there ceased to be an authorised practitioner under this Agreement either party may by notice in writing terminate this Agreement.

8.9 If a dental practitioner ceases to be an authorised practitioner under this Agreement the dental practitioner shall -

- (a) forthwith cease to perform any professional services;

- (b) within four (4) days complete any recording of information in respect of patients;
- (c) within seven (7) days return to the State any instruments, equipment, clothing and other items of property of the State in the practitioner's possession.

9. WITHDRAWAL OF APPROVAL OF AUTHORISED PRACTITIONER

9.1 If an authorised practitioner is convicted in Queensland of an indictable offence or elsewhere than in Queensland in respect of an act or omission that if it occurred in Queensland would have constituted an indictable offence then the State may forthwith withdraw its approval of that authorised practitioner.

9.2 The Supplier shall forthwith notify the State in writing of the happening of either of the events specified in Clause 9.1 in respect of any authorised practitioner.

9.3 (a) If the State considers that an authorised practitioner -

- (i) has failed to act in accordance with the provisions of this Agreement referring to authorised practitioners;
- (ii) is negligent, careless, incompetent or inefficient in the provision of the professional services;
- (iii) uses intoxicating beverages or drugs to excess;
- (iv) displays disgraceful or improper conduct or conduct which shows an unfitness to continue to provide the professional services,

the State may, by the issue of a Show Cause Notice, request the Supplier to show cause why the approval of the authorised practitioner should not be withdrawn.

(b) A Show Cause Notice shall specify -

- (i) that it is a Show Cause Notice under the provisions of Clause 9.3;
- (ii) the period, being not less than fourteen (14) days after the date of the Show Cause Notice, within which the Supplier shall show cause;
- (iii) the reason for the Show Cause Notice.

(c) Where the Supplier answers the Show Cause Notice the State shall consider such answer and determine whether or not in all the circumstances the approval of the authorised practitioner should be withdrawn, and shall advise the Supplier by notice of its decision.

(d) Where the Supplier has been advised pursuant to Clause 9.3 (c) that the State considers that the approval should be withdrawn-

- (i) the Supplier may, by notice to the State request that the matter be treated as a dispute requiring resolution pursuant to Clause 21 in which case the provisions of that clause shall apply;
- (ii) if the Supplier does not, within seven (7) days after receipt of advice pursuant to Clause 9.3 (c), take action in accordance with subparagraph (i) hereof the State may by notice to the Supplier withdraw the approval of the authorised practitioner.

(e) Where the Supplier fails to answer the Show Cause Notice within the period specified therein the State may by notice to the Supplier withdraw the approval of the authorised practitioner.

10. PAYMENT FOR SERVICES

10.1 The State shall pay to the Supplier such payment as set out in the Third Schedule at the rate applicable to the authorised practitioner who actually provided the professional service: provided that the Supplier shall not receive any payment in respect of exempt sessions or absence time.

10.2 Where the chief executive authorises payments to be made at a rate higher than set out in the Third Schedule, the State shall pay the Supplier accordingly.

11. ACCOUNTING PROCEDURES

11.1 The Supplier shall within fourteen (14) days after the end of each month submit to the State, on the form supplied by the State, an account which includes -

- (a) the number of sessions attended during the month for which payment is sought;
- (b) the date, time and duration of all recalls during the month;
- (c) the date of each on call session during the month;
- (d) the entitlement for self initiated attendances;
- (e) the date, time and duration (calculated to the nearest quarter of an hour) of each period of continuation of duty; and
- (f) the name and year of entitlement in accordance with the Third Schedule of the authorised practitioner who actually provided the professional service.

11.2 The State shall pay the Supplier for professional services provided during each month, not more than thirty (30) days after receipt of the account, pursuant to Clause 11.1, which is in order for payment.

12. ABSENCE

12.1 Where -

- (a) the Supplier proposes in advance not to secure the provision of professional services in accordance with the First Schedule, application shall be made to the State in accordance with Clause 12.2 for exempt sessions.
- (b) due to extraordinary circumstances, the Supplier is unable to secure the provision of professional services in accordance with the First Schedule the State shall be notified forthwith and the Supplier shall make application to the State in writing for official absence time within one (1) week after the first session which was not attended.

12.2 Where an application is made for exempt sessions the lead time shall be-

- (a) where the time from the first session when the Supplier proposes not to secure the provision of professional services to the session the Supplier proposes to again secure the provision of professional services is eight (8) weeks or less - four (4) weeks;
- (b) in any other case - eight (8) weeks.

12.3 The exempt sessions for which the Supplier is eligible shall be calculated by applying the formula -

$$\text{AES} = \frac{\text{TS}}{\text{EST}}$$

Where -

AES is the number of exempt sessions available to the nearest whole number: provided that where AES is less than one (1) but not negative the Supplier will be entitled to one (1) exempt session;

TS is the total sessions attended by the authorised practitioner up to the proposed date of commencement of absence including scheduled sessions which fell on a public holiday but which were not rescheduled;

EST is the number of exempt sessions previously taken.

12.4 The State, on receipt of an application for exempt sessions or official absence time shall:-

- (a) determine the application having regard to -
 - (i) in the case of exempt sessions -
 - the eligibility for exempt sessions pursuant to Clause 12.3; and
 - the needs of the hospital and/or health facility in relation to the professional services including alternate arrangements for provision of professional services ; or
 - (ii) in the case of official absence time, the health of the authorised practitioner and any other extraordinary circumstances; and
- (b) not unreasonably withhold approval; and
- (c) advise the Supplier by notification of such determination.

12.5 The State may in its absolute discretion approve of an application for exempt sessions notwithstanding that such application does not comply with Clauses 12.2 and 12.3.

13. NO PAYMENT BY PATIENT TO SUPPLIER OR AUTHORISED PRACTITIONERS

The Supplier shall not (and shall ensure that each authorised practitioner does not) seek any remuneration payment or gratuity, or accept any remuneration or payment for any professional service provided to a patient under this Agreement from that patient or from any person associated with that patient for any professional services provided to that patient.

14. NO PAYMENT DIRECTLY TO AUTHORISED PRACTITIONER

Payment for professional services shall be made to the Supplier in accordance with Clauses 10.1 and 10.2. No authorised practitioner shall be entitled to receive any payment directly from the State for any professional services provided in accordance with this Agreement.

15. STATUS OF SUPPLIER AND AUTHORISED PRACTITIONER

Neither the Supplier nor any authorised practitioner shall be or be taken to have become under this Agreement an employee of the State, nor be employed by the State under the terms and conditions of any industrial award or industrial agreement.

16. INSURANCE AND INDEMNITY

16.1 The Supplier shall ensure that each authorised practitioner -

- (a) prior to providing professional services, has obtained professional indemnity insurance with a provider acceptable to the State; and
- (b) keeps such indemnity current during the term of the Agreement.

16.2 The Supplier shall within fourteen (14) days after notice requesting the Supplier to do so, produce to the Manager or Manager's nominee evidence of the payment of premiums for the insurance policy required to be effected and maintained pursuant to Clause 16.1.

16.3 Subject to Clause 16.4, the Supplier hereby INDEMNIFIES AND SAVES HARMLESS the State, its agents and servants from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against or made upon the State, its agents and servants or which the State, its agents and servants may pay sustain or be put to by reason of, the failure of an authorised practitioner to take out or keep current the insurance pursuant to Clause 16.1 AND the Supplier HEREBY RELEASES AND DISCHARGES the State, its agents and servants from any such action, proceeding, claim, demand, cost, loss, damage or expense arising out of the provisions hereof which but for the provisions hereof might be brought against or made upon the State.

16.4 The State shall indemnify the Supplier and each authorised practitioner against all actions, proceedings and claims which arise directly out of the performance by the Supplier or authorised practitioner of a duty or function for or on behalf of the State, provided that the Supplier or the authorised practitioner has acted diligently and conscientiously in the performance of the duty or function.

17. RULES OF THE STATE

The Supplier shall at all times comply with the rules, by-laws and any other rule of practice or procedure of the State, and shall ensure that each authorised practitioner also complies.

18. CONFIDENTIALITY

The Supplier shall not (and shall ensure that each authorised practitioner does not) disclose the whole or any part of confidential information to any third party without the prior consent of the State, except for the purpose of clinical management of a patient under the care of an authorised practitioner.

19. TERM

19.1 This Agreement shall commence on the _____ day of _____ and shall, unless sooner terminated in accordance with this Agreement or otherwise extended, expire on the day of _____.

19.2 If, at any time prior to three calendar months prior to the expiry date detailed in Clause 19.1, the Supplier makes a request, in writing, to the State for this Agreement to continue for a further period of 12 months commencing on the day immediately after the expiry date and the State agrees to that continuation then this Agreement will continue in full force and effect for a further period of 12 months.

19.3 Where the term of this Agreement is extended pursuant to Clause 19.2, the expiry date, as detailed in Clause 19.1 will be deemed to be amended accordingly.

20. TERMINATION

20.1 The Supplier may terminate this contract on giving not less than three (3) months notice in writing to the State.

20.2 The State may terminate this contract on giving not less than three (3) months notice in writing to the Supplier.

20.3 If the Supplier -

- (a) fails to secure the provision of professional services in accordance herewith;
- (b) commits any other breach of this Agreement, and such breach (if capable of remedy) is not remedied within fourteen (14) days of service of a notice to remedy same;
- (c) becomes an undischarged bankrupt or takes advantage of the laws in force at the time being relating to bankrupt or insolvent debtors; or
- (d) takes or has instituted against it any action or proceeding whether voluntary or compulsory which has the object or may result in its winding up, other than a voluntary winding up by members for the purpose of reconstruction or amalgamation, or is placed under official management or enters into a compromise or other arrangement with its creditors or a receiver or receiver and manager is appointed to carry on its business for the benefit of its creditors or any of them,

the State may by notice in writing to the Supplier terminate this contract forthwith.

20.4 The Supplier shall forthwith notify the State in writing of the happening of an event as specified in Clause 20.3.

21. DISPUTE RESOLUTION

21.1 Should any dispute arise between the parties in respect of this Agreement, either party may by notice request the other party to negotiate with a view to resolving such dispute.

21.2 If not less than fourteen (14) days after the giving of such notice the dispute has not been satisfactorily resolved either party may by notice to the chief executive request the chief executive to call a conference for such purpose.

21.3 On receipt of a notice the chief executive or the chief executive's nominee shall within twenty-eight (28) days convene a conference consisting of -

- (a) the chief executive or the chief executive's nominee who shall be chairperson of the conference;
- (b) a representative of the State from within the District;
- (c) the Supplier; and
- (d) a nominee of the Australian Dental Association.

21.4 If the dispute is not resolved within seven (7) days of the conference convened in accordance with Clause 21.3, the parties agree to refer the dispute for determination to a person nominated by the President for the time being of the Queensland Law Society, who shall act as an expert and not as an arbitrator. The expert's determination shall be final and binding on the parties, with the costs of such determination to be borne equally by the parties.

21.5 Pending determination of any dispute under this Agreement, the parties agree to continue to perform their obligations hereunder.

22. NOTIFICATION AND NOTICES

22.1 For the purpose of this Agreement any notification given to the Supplier or authorised practitioner by the State's Manager or State Manager's nominee shall be deemed to have been given to the Supplier or authorised practitioner by the State. Such notification may be given orally or in writing personally to the Supplier or as the case may be the authorised practitioner.

22.2 The Supplier shall refer any matter relating to the carrying out of the terms hereof to the District's Manager or District Manager's nominee.

22.3 Any notice required or authorised by this Agreement shall be deemed to be duly given or sent if -

- (a) served personally or left addressed to the party at the address stated in this Agreement or such other address as the party shall notify to the other in writing;
- (b) forwarded by prepaid certified mail addressed to the party at the address stated in this Agreement or such other address as the party shall notify to the other in writing. Prepaid certified mail shall be deemed to have been served one business day after the date of posting;
- (c) sent by facsimile machine to the facsimile number noted below or as notified from time to time to the other party. A facsimile notice shall be deemed to have been served if receipt occurs on a business day in the place of receipt at the time when transmission is completed: provided that this Clause shall not operate where the transmission is not fully intelligible.

Transmission shall be deemed to have been fully intelligible unless retransmission is requested within two (2) working hours (being hours between 9.00am and 4.00pm on a business day in the place of receipt) of completion of transmission.

- (d) The facsimile numbers of the parties are as follows:
 - (i) the State -
 - (ii) the Supplier -

23. ASSIGNMENT

The Supplier shall not assign this Agreement without the consent in writing of the State, which consent shall not be unreasonably withheld.

24. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the law for the time being in force in the State of Queensland and the parties agree to submit to the jurisdiction of the Courts of the State of Queensland.

25. STAMP DUTY

The State will bear any liability for stamp duty arising out of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED for and on behalf of the)
State)
)
in the presence of:)

SIGNED by the Supplier in the)
presence of:)

OR

SIGNED for and on behalf of)
the Supplier by)
its duly authorised officer)
in the presence of:)

Under Review

Please note that any material printed is regarded as an uncontrolled copy. It is the responsibility of the person printing the document to refer frequently to the Queensland Health Internet site for updates.

FIRST SCHEDULE

Details of sessions

The Supplier shall secure the provision of professional services -

- (a) for a maximum _____ hour session;
(number)
- (b) on _____ of each
(day)(week, month, etc.)
- (c) commencing each session at _____ am/pm
- (d) at _____
(place)

SECOND SCHEDULE PROFESSIONAL SERVICES

1. The treatment of those patients allocated by the State through -
 - (a) the utilisation of those appropriate facilities supplied by the State; and
 - (b) the application of all expertise possessed by the authorised practitioner.Without limiting the foregoing treatment includes:-
 - (c) personal attention provided by the authorised practitioner;
 - (d) treatment delegated to others by the authorised practitioner;
 - (e) consultations arranged by the authorised practitioner.
2. The provision of written reports as requested from time to time by the State.
3. The keeping and maintaining or causing to be kept and maintained at the hospital and/or health facility accurate records to the satisfaction of the State in respect of each patient attended to.
4. The provision of instruction, in relation to the services to be provided by the staff, supplied by the State to assist the authorised practitioner.
5. The conducting of instruction classes, relating to professional services, as determined by the State.
6. The provision of advice to the State on matters relating to staff and facilities with respect to the professional services.
7. Ensuring the efficient use of resources including personnel supplied by the State.

THIRD SCHEDULE - PAYMENT (CLAUSE 10)

PART A

Payment – Authorised Practitioner who is a General Dental Practitioner

Base Rates

Base rate/hr as at 01/09/05	Base rate/hr as at 01/09/06	Base rate/hr as at 01/09/07	Base rate/hr as at 01/09/08	Base rate/hr as at 01/09/09	Base rate/hr as at 01/09/10
\$58.13	\$60.46	\$62.88	\$65.71	\$68.34	\$71.07

Sessional (loaded rate payable)

Loaded rate/hr as at 01/09/05	Loaded rate/hr as at 01/09/06	Loaded rate/hr as at 01/09/07	Base rate hr as at 01/09/08	Base rate/hr as at 01/09/09	Base rate/hr as at 01/09/10
\$88.47	\$92.02	\$95.70	\$100.01	\$104.01	\$108.17

Payment – Dental Specialist who is not an Oral Surgeon

1. Base Rates

Year	Base rate/hr as at 01/09/05	Base rate/hr as at 01/09/06	Base rate/hr as at 01/09/07	Base rate/hr as at 01/09/08	Base rate/hr as at 01/09/09	Base rate/hr as at 01/09/10
1st year	\$71.59	\$74.45	\$77.43	\$80.91	\$84.15	\$87.52
2nd year	\$74.31	\$77.28	\$80.37	\$83.99	\$87.35	\$90.84
3rd year	\$77.02	\$80.10	\$83.30	\$87.05	\$90.53	\$94.15
4th year	\$79.88	\$83.08	\$86.40	\$90.29	\$93.90	\$97.66
5th year	\$82.47	\$85.77	\$89.20	\$93.21	\$96.94	\$100.82

2. Sessional (loaded rate payable)

Year	Loaded rate/hr as at 01/09/05	Loaded rate/hr as at 01/09/06	Loaded rate/hr as at 01/09/07	Loaded rate/hr as at 01/09/08	Loaded rate/hr as at 01/09/09	Loaded rate/hr as at 01/09/10
1st year	\$108.96	\$113.31	\$117.85	\$123.15	\$128.08	\$133.21
2nd year	\$113.10	\$117.62	\$122.32	\$127.83	\$132.95	\$138.26
3rd year	\$117.22	\$121.91	\$126.78	\$132.49	\$137.79	\$143.30
4th year	\$121.58	\$126.45	\$131.50	\$137.42	\$142.92	\$148.64
5th year	\$125.52	\$130.54	\$135.76	\$141.87	\$147.54	\$153.45

Where the year expressed in 1 and 2 above means the number of whole years from the date on which the authorised practitioner as the case may be, became eligible for specialist registration to the date of this contract.

Payment – Oral Surgeons

1. Base rates

Year	Base rate/hr as at 01/09/05	Base rate/hr as at 01/09/06	Base rate/hr as at 01/09/07	Base rate/hr as at 01/09/08	Base rate/hr as at 01/09/09	Base rate/hr as at 01/09/10
1st year	\$71.59	\$74.45	\$77.43	\$80.91	\$84.15	\$87.52
2nd year	\$74.31	\$77.28	\$80.37	\$83.99	\$87.35	\$90.84
3rd year	\$77.02	\$80.10	\$83.30	\$87.05	\$90.53	\$94.15
4th year	\$79.88	\$83.08	\$86.40	\$90.29	\$93.90	\$97.66
5th year	\$82.47	\$85.77	\$89.20	\$93.21	\$96.94	\$100.82
6th year	\$85.24	\$88.65	\$92.20	\$96.35	\$100.20	\$104.21
7th, 8th & 9th	\$87.98	\$91.50	\$95.16	\$99.44	\$103.42	\$107.56
10th & thereafter	\$90.22	\$93.83	\$97.58	\$101.97	\$106.05	\$110.29
Senior Specialist	\$95.14	\$98.95	\$102.91	\$107.54	\$111.84	\$116.31

2. Sessional (loaded rate payable)

Year	Loaded rate/hr as at 01/09/05	Loaded rate/hr as at 01/09/06	Loaded rate/hr as at 01/09/07	Loaded rate/hr as at 01/09/08	Loaded rate/hr as at 01/09/09	Loaded rate/hr as at 01/09/10
1st year	\$108.96	\$113.31	\$117.85	\$123.15	\$128.08	\$133.21
2nd year	\$113.10	\$117.62	\$122.32	\$127.83	\$132.95	\$138.26
3rd year	\$117.22	\$121.91	\$126.78	\$132.49	\$137.79	\$143.30
4th year	\$121.58	\$126.45	\$131.50	\$137.42	\$142.92	\$148.64
5th year	\$125.52	\$130.54	\$135.76	\$141.87	\$147.54	\$153.45
6th year	\$129.74	\$134.93	\$140.33	\$146.64	\$152.50	\$158.61
7th, 8th & 9th	\$133.91	\$139.26	\$144.83	\$151.35	\$157.41	\$163.71
10th & thereafter	\$137.31	\$142.81	\$148.52	\$155.20	\$161.41	\$167.86
Senior Specialist	\$144.80	\$150.60	\$156.63	\$163.68	\$170.22	\$177.02

Where the year expressed in 1 & 2 above means the number of whole years from the date on which the oral surgeon, as the case may be, became eligible for specialist registration to the date of this contract.

PART B

Self initiated attendances:

\$ _____ per calendar month

PART C

1. Session (Clause 3) –

Visiting General Dental Practitioners, Visiting Oral Surgeons and Other Visiting Dental Specialists (Contracts) Terms and Conditions of Employment

The Supplier shall be entitled to payment at the applicable rate prescribed in Part A of this Schedule.

2. Variation to session rates –

From each anniversary of the commencement date of this Agreement the authorised practitioner shall be entitled to payment at the rate of the next succeeding year of eligibility for specialist registration for that particular specialty to a maximum of the 5th year rate.

Provided that authorised practitioners who are Visiting Oral Surgeons who meet the following criteria shall progress further from the 5th year rate shown on the Third Schedule by annual increments to the 7th year rate.

Criteria

The Visiting Oral Surgeon is required to:

- (a) have four (4) years acceptable supervised experience; and
- (b) possess higher qualifications prescribed by the Dental Board of Queensland for specialist registration:

NOTE The four (4) years acceptable supervised experience mentioned in (a) above should be comparable to that required by the Diploma of Oral Surgery of the Royal Australian College of Dental Surgeons.

3. On Call (Clause 5) -

The payment for on call time shall be thirty percentum (30%) of one (1) hour of the applicable hourly basic rate prescribed in Part A hereof.

4. Recall (Clause 6) -

(a) Subject to paragraphs 1 and 2 of this Part, payment for each hour of recall shall be at the rate of one hundred and fifty percentum (150%) of the applicable hourly basic rate prescribed in Part A hereof.

(b) A minimum payment equal to two (2) hours payment for the first recall and one (1) hours payment for subsequent recalls in a period of twenty-four (24) hours shall be made. Where the period worked is in excess of the above minimal periods, the excess time worked shall be taken to the nearest quarter of an hour for payment purposes.

(c) A subsequent recall within the minimum periods referred to shall not be regarded as a separate recall.

5. Continuation of Duty (Clause 7) -

Payment for continuation of duty shall be at the applicable sessional hourly rate prescribed in Part A.