CONTRACT

**between**

**[INSERT NAME OF HOSPITAL AND HEALTH SERVICE]**

**and**

**[INSERT NAME OF VMO]**

**for the provision of  
CLINICAL SERVICES**

### Table of Contents

1. Definitions & Interpretation 3

2. Term 6

3. Appointment of VMO as Independent Contractor 6

4. Provision of Services 7

5. Sessions 8

6. On Call Times 9

7. Rostering 9

8. Continuation of Duty 9

9. Recalls 9

10. VMO-Initiated Services 10

11. Authorised Practitioners 10

12. Withdrawal of Approval of Authorised Practitioner 12

13. Fees 13

14. Invoicing & Payment 15

15. Absences 16

16. Insurances 17

17. Indemnity 18

18. Licensing Requirements 19

19. Hospital and Health Service Rules 19

20. Confidentiality and Privacy 19

21. HHS Data 21

22. Suspension of Payment 21

23. Suspension of Agreement 21

24. Termination 22

25. Dispute Resolution 22

26. Notices 23

27. GST 23

28. General Provisions 24

29. Clauses to Survive Termination 25

SCHEDULE 1 28

SCHEDULE 2 29

SCHEDULE 3(A) 30

SCHEDULE 3(B) 31

SCHEDULE 3(C) 32

**THIS AGREEMENT is made**

**BETWEEN:** [Insert name of Hospital and Health Service] ABN #, a statutory body corporate established under the *Hospital and Health Boards Act 2011* (Qld) **(Hospital and Health Service**)

**AND:** The entity set out in Item 1 of Schedule 1 (**VMO**)

**RECITALS:**

A. The Hospital and Health Service operates one or more hospitals and other health facilities situated in the health service area and is responsible for the provision and management of public sector health services under the *Hospital and Health Boards Act 2011* (Qld).

B. The Hospital and Health Service requires various clinical services, including specialist services, in order to fulfil its responsibilities in the provision and management of public sector health services in its health service area.

C. The VMO is able to provide clinical services.

D. The parties wish to contract on the terms set out in this Agreement.

**AGREED TERMS:**

1. Definitions & Interpretation
   1. In this Agreement unless the contrary intention appears:
      1. **authorised practitioner** means a medical practitioner approved by the Hospital and Health Service under clause 11, or where the VMO is a natural person and the parties do not proceed with the process of nominating and approving medical practitioners as required by clause 11, then the VMO will, subject to this Agreement, be an authorised practitioner;
      2. **business day** means a day that is not a Saturday, Sunday or gazetted public holiday in the region in which the Hospital and Health Service maintains its address for notices;
      3. **Claim** includes (and is not limited to) any claim (whether ascertained or unascertained), action, demand, application, proceeding, liability, obligation, judgment, enforcement hearing, enforcement order, costs (including legal costs on a full indemnity basis), Losses (including loss of data), damages and expenses, including those arising out of the terms of any settlement;
      4. **commencement date** means the date set out in Item 2 of Schedule 1;
      5. **confidential information** means all information disclosed by or on behalf of the Hospital and Health Service to the VMO, or acquired or created by or on behalf of the VMO in connection with this Agreement, that:
         1. is by its nature confidential;
         2. is designated as confidential by legislation, the Hospital and Health Service or otherwise; or
         3. the VMO knows or ought to know is confidential;

and includes:

* + - 1. the terms of this Agreement, and any negotiations or amendments of this Agreement;
      2. information comprised in or relating to any intellectual property rights of the Hospital and Health Service; and
      3. information relating to the internal management and structure or the personnel, clinical processes, policies and strategies of the Hospital and Health Service, a hospital or a health facility, and personal information of its personnel, patients and customers;
    1. **credentials** means the qualifications, experience, professional standing and other relevant professional attributes of medical practitioners provided for the purposes of forming a view about their competence, performance and professional suitability to provide safe, high quality health care services;
    2. **Executive Director of Medical Services** means the senior medical officer (however titled) of the hospital or other person fulfilling a similar role or the person acting in that position from time to time;
    3. **health service area** means the area declared in accordance with section 17 of the *Hospital and Health Boards Act 2011* (Qld) to be the health service area for which the Hospital and Health Service has been established;
    4. **Health Service Chief Executive** means the person appointed as Health Service Chief Executive of the Hospital and Health Service by the Hospital and Health Board at a given time;
    5. **HHS Data** means any information, materials, data, datasets or databases (collectively, **data**) to the extent provided by or on behalf of the Hospital and Health Service, and any data to which the VMO has access in connection with this Agreement, to the extent created, processed, produced or derived by or on behalf of the VMO using data provided by or on behalf of the Hospital and Health Service;
    6. **hospital** means a public hospital or health facility named at Item 4 of Schedule 1, at which the VMO is to provide the Services;
    7. **Hospital and Health Board** means the governing board of the Hospital and Health Service, as appointed under section 23 of the *Hospital and Health Boards Act 2011* (Qld);
    8. **Loss** includes (and is not limited to) any loss, liability, tax, prohibition, penalty, fine or expense howsoever caused, including by way of negligence;
    9. **medical practitioner** means a medical practitioner who is registered as a medical practitioner with the Medical Board of Australia under the *Health Practitioner Regulation National Law Act 2009* (Qld);
    10. **month** means a calendar month;
    11. **on call** means on call pursuant to clause 6;
    12. **on call time** means the time between the following hours (or mainly between those hours):
        1. 6.00pm on one day and 8.00am the following day; or
        2. 8.00am and 6.00pm on a Saturday, Sunday or public holiday;
    13. **personal information** means information or an opinion, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion;
    14. **recall** means an attendance by the VMO at a hospital or health facility at the request of the Hospital and Health Service pursuant to clause 9;
    15. **Schedule 3** means schedules 3A, 3B and 3C to this Agreement;
    16. **scope of clinical practice** means the scope of clinical practice that an individual medical practitioner is authorised to undertake by the Hospital and Health Service within the hospital, where such scope of practice is authorised pursuant to the *Credentialing and defining the scope of clinical practice Health Service Directive #QH-HSD-034:2014* (as may be amended, modified or replaced from time to time).
    17. **Services** means the clinical services and associated clinical services to be provided by the VMO under this Agreement as set out in Schedule 2 and any tasks connected with providing those services;
    18. **session** means a period rostered by the Hospital and Health Service during which the VMO is to provide the Services;
    19. **VMO** means the visiting medical officer set out in Item 1 of Schedule 1;
    20. **VMO-initiated Services** means Services provided at the initiation of the VMO and approved by the Hospital and Health Service under clause 10; and
    21. **year** means a financial year.
  1. In this Agreement, unless the context otherwise requires:
     1. words expressing the singular include the plural and vice versa and words denoting gender include all genders;
     2. a reference to a ‘person’ includes any legal entity;
     3. a reference to a clause, part, annexure, exhibit or schedule is a reference to a corresponding part of this Agreement;
     4. a reference to a document (including this Agreement and any laws) includes all amendments or supplements to, or replacements or novations of, that document;
     5. headings are included for convenience only and do not affect the interpretation of this Agreement;
     6. the Schedules form part of this Agreement;
     7. a reference to law includes common law and statutory laws, regulations, orders, subordinate legislation, ministerial directions, directions of relevant regulators and binding codes of conduct;
     8. a reference to a party includes that party’s executors, administrators, successors and permitted assignees;
     9. where any word or phrase is defined in this Agreement, any other grammatical form of that word or phrase will have a corresponding meaning;
     10. a promise, agreement, representation or warranty by two or more persons binds them jointly and severally;
     11. no rule of construction will apply to a provision of a document to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it;
     12. ‘include’, ‘including’ and similar words must be read as if followed by the words ‘without limitation’;
     13. ‘documents’, ‘information’ and similar words include information recorded or stored in any form, tangible or intangible, including electronic media and devices;
     14. ‘consent’ and ‘approval’ mean prior written consent and prior written approval; and
     15. ‘agreement’ means agreement in writing.

1. Term
   1. The term of this Agreement will be the period set out in Item 5 of Schedule 1, commencing on the commencement date.
   2. If the VMO notifies the Hospital and Health Service in writing at least 3 months prior to the end of the original term that the VMO wishes to extend this Agreement for a stated period, and the Hospital and Health Service notifies the VMO in writing that it is agreeable to that extension, then this Agreement will continue for the agreed further period.
   3. If the VMO continues to provide the Services after the expiration of the term mentioned in clause 2.1 or any period of extension agreed under clause 2.2, the VMO’s engagement will be on a month to month basis and otherwise on the terms and conditions of this Agreement as far as they may be applicable to a monthly engagement.
2. Appointment of VMO as Independent Contractor
   1. The Hospital and Health Service appoints the VMO to provide the Services as an independent contractor (and not as an employee) in accordance with this Agreement.
   2. The VMO may provide the Services through any one or more of the authorised practitioners.
   3. The VMO (and any authorised practitioner) will not be or become an employee of the Hospital and Health Service by virtue of this Agreement and the terms and conditions of any industrial award or industrial agreement relating to the employment of medical practitioners by the Hospital and Health Service will not apply.
   4. Neither the VMO nor the authorised practitioners are entitled to the payment of any wages, salary, overtime, allowances, superannuation, leave accruals or any other payment in respect of the provision of the Services (**Entitlements**) from the Hospital and Health Service other than the fees in clause 13.
   5. The VMO is solely responsible for providing the Entitlements to, or for the benefit of, the authorised practitioners and the Hospital and Health Service will not be liable for any failure of the VMO to do so.
   6. For the purposes of this Agreement, the VMO is vicariously liable for the acts and omissions of the authorised practitioners.
   7. The VMO must not represent itself or allow itself to be represented as a partner, joint venturer, officer or employee of the Hospital and Health Service.
3. Provision of Services
   1. The VMO agrees to provide the Services as an independent contractor for the term of this Agreement and any agreed period of extension.
   2. The Hospital and Health Service may designate the particular Services to be provided by the VMO from time to time and the patients who will receive the Services.
   3. The VMO must:
      1. provide the Services for the sessions as specified in Item 6 of Schedule 1;
      2. be available to provide the Services, and provide them, as necessary and during on call times; and
      3. provide the Services on recall or continuation of duty as agreed between the VMO and the Hospital and Health Service.
   4. The VMO may provide VMO-initiated Services if approved by the Hospital and Health Service.
   5. Unless otherwise approved by the Hospital and Health Service, the VMO must ensure that an authorised practitioner remains at the hospital for the duration of each session.
   6. If a session falls on a public holiday, the VMO may elect not to provide the Services for that session, in which case the VMO will not be entitled to payment for the session. The VMO’s decision not to provide the Services on a public holiday will not be a breach of this Agreement.
   7. The VMO must, and must ensure that the authorised practitioners:
      1. consult regularly with the Health Service Chief Executive and the Executive Director of Medical Services of the hospital as required from time to time;
      2. act professionally at all times in the performance of the Services, exercising the appropriate level of skill, care and diligence normally required in the performance of the Services;
      3. provide the Services;
         1. diligently and consistently and in accordance with evidence based best clinical practice;
         2. with all due skill, care and attention, in accordance with all applicable standards and requirements including those referred to in this Agreement;
      4. comply with the quality assurance, quality improvement and peer review policies, procedures and requirements of the Hospital and Health Service, hospital and the professional body responsible for the discipline of health care in which the authorised practitioner practises;
      5. participate in clinical education and teaching;
      6. attend at the hospital to provide the Services to patients of the hospital;
      7. have and maintain for the term of this Agreement:
         1. unconditional registration:
4. with the Medical Board of Australia;
5. as a medical practitioner;
6. in the speciality required for the Services; and
7. with the clinical college responsible for the specialist discipline of medicine; and
   * + 1. such other licences, qualifications, certifications, registrations, admissions and memberships reasonably required by the Hospital and Health Service,

and the VMO will provide evidence of such registrations and other certifications annually during the terms of this Agreement or otherwise at the request of the Health Service Chief Executive and to the satisfaction of the Health Service Chief Executive;

* + 1. provide every Service required under this Agreement within the range of their credentials and scope of clinical practice and the standards accepted by the clinical college(s) responsible for the discipline in which the authorised practitioner practises; and
    2. without limiting sub-clause (h):
       1. not perform any part of the Services where the VMO and authorised practitioner do not have the relevant credentials or scope of clinical practice to perform that part of the Services;
       2. comply with all ethical and professional standards required of medical practitioners including any such ethical and professional standards as may be required by the relevant clinical college responsible for the authorised practitioner’s discipline of specialist medicine;
       3. comply with all laws, standards (including all standards under the *Health Practitioners (Professional Standards) Act 1999* (Qld) rules, regulations, policies and standards applicable to the authorised practitioner’s medical practice and as deemed required or necessary by the Hospital and Health Service for the performance of the Services; and
    3. comply with the quality assurance, quality improvement and peer review policies, procedures and requirements of the hospital and the clinical college(s) responsible for the discipline in which the authorised practitioner practises; andThe parties agree that ownership of and all rights (including copyright) in patient records and all other material created by the VMO and each authorised practitioner in the performance of the Services will, upon their creation, vest in the Hospital and Health Service.

1. Sessions
   1. The Hospital and Health Service may from time to time prepare a roster of dates and times of sessions during which the VMO is to provide the Services.
   2. The Hospital and Health Service may by agreement with the VMO reschedule any session.
2. On Call Times
   1. The Hospital and Health Service may from time to time by agreement with the VMO roster the VMO to be on call.
   2. Unless the VMO and the Hospital and Health Service otherwise agree, the VMO will not be rostered on call more than 14 times in any fortnight commencing at 8.00am Monday.
   3. When the VMO is rostered on call, the VMO must:
      1. be available to provide the Services;
      2. be capable of being contacted without undue delay by the Hospital and Health Service by a means acceptable to the Hospital and Health Service; and
      3. immediately provide the Services when requested by the Hospital and Health Service.
3. Rostering
   1. The Hospital and Health Service will advise the VMO of rostered session times and on call times at least seven (7) days in advance.
   2. Where the VMO provides the Services through more than one authorised practitioner:
      1. the Hospital and Health Service may roster the authorised practitioners for sessions and on call times so as to ensure the overall level of the Services specified in this Agreement;
      2. in determining a roster, the Hospital and Health Service will divide the sessions and on call time in a manner which is convenient to the parties;
      3. the VMO must liaise as necessary with the Hospital and Health Service and with authorised practitioners, to facilitate rostering; and
      4. the VMO may substitute one authorised practitioner for another authorised practitioner for any rostered session or on call time if the VMO has given reasonable prior notice to the Hospital and Health Service and it does not, in the reasonable opinion of the Hospital and Health Service, jeopardise the proper provision of medical care to the Hospital and Health Service’s patients.
4. Continuation of Duty
   1. Where circumstances are such that either party considers that it is necessary for the VMO to continue to provide the Services immediately on the expiration of a session, and the other party is agreeable, the VMO must provide the Services for such period of time as may be agreed between the parties.
   2. If, in the reasonable opinion of the Hospital and Health Service, emergency circumstances exist which necessitate the VMO continuing to provide the Services immediately on the expiration of a session, the VMO must provide the Services for such continued period as may be required by the Hospital and Health Service.
5. Recalls
   1. The Hospital and Health Service may from time to time request the VMO to provide the Services on recall outside the VMO’s rostered session and on call times.
   2. The VMO may in its discretion elect whether or not to comply with a request under clause 9.1, having regard to clinical and ethical considerations.
   3. If the VMO is agreeable to a request from the Hospital and Health Service under clause 9.1, it must provide the Services as soon as possible.
6. VMO-Initiated Services
   1. The Hospital and Health Service is not obliged to pay any amount to the VMO for VMO-initiated Services unless the VMO has complied with this clause 10.
   2. The VMO may request the Hospital and Health Service to approve VMO-initiated Services. A request to approve VMO-initiated Services must be in writing.
   3. The Hospital and Health Service may in its discretion approve or reject a request under clause 10.2, having regard to:
      1. the nature of the Services;
      2. the staffing arrangements of the hospital;
      3. the clinical needs of a patient; or
      4. any other matter which, in the reasonable opinion of the Hospital and Health Service, is relevant.
   4. The Hospital and Health Service will notify the VMO in writing of its approval or rejection of a request from the VMO under clause 10.2. An approval may be granted for such period of time as the Hospital and Health Service determines.
7. Authorised Practitioners
   1. The VMO must nominate in writing one or more medical practitioners with the competency and necessary skills and expertise to perform the Services (**nominated medical practitioner**).
   2. The VMO must provide the Hospital and Health Service with reasonable particulars of the nominated medical practitioner’s qualifications and experience with each nomination.
   3. If the Services to be provided by the VMO under this Agreement are specialist services, the nominated medical practitioner must be registered by the Medical Board of Australia as a specialist in the specialty required for the Services and with the relevant clinical college responsible for the specialist discipline of medicine.
   4. The Hospital and Health Service may in its discretion approve any one or more of the nominated medical practitioners to be authorised practitioners for the purpose of this Agreement. Without limiting the Hospital and Health Service’s discretion, approval will not be granted where the nominated medical practitioner does not have the relevant credentials or scope of clinical practice as are required for the performance of the Services.
   5. The Services must be performed by the authorised practitioners.
   6. Notwithstanding an approval given by the Hospital and Health Service under clause 11.4, the VMO remains responsible for the provision, and the standard, of the Services under this Agreement.
   7. The VMO will only be entitled to payment for Services which are provided by an authorised practitioner.
   8. If for any reason an authorised practitioner has not been approved within 3 months from the commencement date, either party may by notice in writing terminate this Agreement.
   9. The VMO may from time to time nominate additional or replacement medical practitioners to be authorised practitioners. However, if at any time there ceases to be an authorised practitioner, the VMO must nominate a replacement. The VMO must provide the Hospital and Health Service with reasonable particulars of each additional or replacement nominee’s qualifications and experience. Any additional or replacement nominees are subject to the approval of the Hospital and Health Service under clause 11.4.
   10. The VMO is responsible for ensuring that the authorised practitioners provide the Services in accordance with this Agreement.
   11. The VMO must ensure that each authorised practitioner has an obligation to notify the VMO of any review, supervision or investigation of them by any government authority, including the Australian Health Practitioner Regulation Authority, the Medical Board of Australia, the Coroners Court of Queensland or the Office of the Health Ombudsman. If the VMO initiates any such review, supervision or investigation or receives any such notification from any authorised practitioner, the VMO must immediately notify the Hospital and Health Service in writing and provide details about the review, supervision or investigation requested by the Hospital and Health Service.
   12. The VMO must not, without the written consent of the Hospital and Health Service:
       1. allow any authorised practitioner to delegate any part of the Services; or
       2. allow any authorised practitioner to perform any Services if they are under supervision or subject to any conditions imposed by the Australian Health Practitioner Regulation Agency or the Medical Board of Australia.
   13. A medical practitioner will cease to be an authorised practitioner under this Agreement if:
       1. the medical practitioner’s nomination is withdrawn by the VMO by notice in writing to the Hospital and Health Service;
       2. the approval of the Hospital and Health Service is withdrawn in accordance with clause 12;
       3. the medical practitioner is removed or suspended from the register by the Medical Board of Australia under the *Health Practitioners Regulation National Law Act 2009* (Qld); or
       4. the medical practitioner does not have the credentials or scope of clinical practice as are required for the performance of the Services.
   14. If a medical practitioner ceases to be an authorised practitioner under this Agreement the VMO must ensure that the medical practitioner:
       1. immediately ceases to perform the Services;
       2. completes any recording of information in respect of patients within 4 days; and
       3. returns to the Hospital and Health Service within 7 days any instruments, equipment, clothing or other items of the Hospital and Health Service’s property which may be in the medical practitioner’s possession.
8. Withdrawal of Approval of Authorised Practitioner
   1. If an authorised practitioner:
      1. is or has been convicted in Queensland of an indictable offence or is convicted outside Queensland of an act or omission which, if it had occurred in Queensland, would have constituted an indictable offence; or
      2. is or has been detained in, or admitted to, a hospital or a place of safety, voluntarily or involuntarily, under the provisions of the *Mental Health Act 2016* (Qld) in such circumstances that in the Hospital and Health Service’s reasonable opinion the authorised practitioner may no longer be an appropriate person to hold registration under the *Health Practitioners Regulation National Law Act 2009* (Qld); or
      3. has been determined as unfit for duty, in the absolute discretion of the Health Service Chief Executive,

the Hospital and Health Service may by notice in writing to the VMO withdraw its approval of that authorised practitioner and where that authorised practitioner in question is the only authorised practitioner of the VMO, immediately terminate the Agreement.

* 1. The VMO must, immediately on becoming aware of an event mentioned in clause 12.1 in respect of an authorised practitioner, notify the Hospital and Health Service in writing of that event.
  2. If the Hospital and Health Service considers that an authorised practitioner:
     1. has failed to act in accordance with the provisions of this Agreement;
     2. is negligent, careless, incompetent or inefficient in the provision of the Services;
     3. uses intoxicating beverages or non-illicit drugs to excess;
     4. uses illicit drugs; or
     5. displays disgraceful or improper conduct or conduct which shows an unfitness to continue to provide the Services,

the Hospital and Health Service may, by notice in writing, request the VMO to show cause why the approval of the authorised practitioner should not be withdrawn.

* 1. A show cause notice under clause 12.3 must specify:
     1. that it is given under clause 12.3;
     2. the date by which the VMO must respond, being not less than 14 days after the date of the notice; and

(c) the reason for the show cause notice.

* 1. The VMO must provide the Hospital and Health Service with a written response to the show cause notice by the date specified in the show cause notice. If the VMO fails to respond to the show cause notice by the specified date, the Hospital and Health Service may immediately by notice to the VMO withdraw the approval of the authorised practitioner and where the authorised practitioner in question is the only authorised practitioner of the VMO, immediately terminate the Agreement.
  2. If the VMO responds to the show cause notice by the date specified in the show cause notice, the Hospital and Health Service will duly consider that response and will notify the VMO in writing either that it:
     1. intends to withdraw its approval of the authorised practitioner; or
     2. does not intend to withdraw its approval of the authorised practitioner.
  3. Where the Hospital and Health Service gives notice under clause 12.6(a), the VMO may, by further notice in writing to the Hospital and Health Service, request that the matter be treated as a dispute for the purposes of clause 25, in which case the provisions of that clause will apply.
  4. If the VMO does not, within 7 days after receipt of notice under clause 12.6(a), give notice to the Hospital and Health Service under clause 12.7, the Hospital and Health Service may by notice to the VMO withdraw the approval of the authorised practitioner, and where the authorised practitioner in question is the only authorised practitioner of the VMO, immediately terminate the Agreement.

1. Fees
   1. In consideration of the VMO providing the Services in accordance with this Agreement, the Hospital and Health Service agrees to pay the VMO as follows:
      1. for sessions:

(i) for the first year of this Agreement - at the applicable loaded rate per hour from Schedule 3(B);

(ii) for each subsequent year of this Agreement - at the next succeeding loaded rate per hour from Schedule 3(B);

* + 1. for availability during on call times – the VMO will be paid based on the level of frequency of participation in the on call roster arrangements agreed with the Hospital and Health Service, as follows:
       1. where the VMO is rostered on call more frequently than one in four – at the applicable Level 1 rate set out in Item 7 of Schedule 1;
       2. where the VMO is rostered on call on in four or up to one in seven inclusive – at the applicable Level 2 rate set out in Item 7 of Schedule 1; and
       3. where the VMO is rostered on call less frequently than one in seven – at the applicable Level 3 rate set out in Item 7 of Schedule 1.
    2. for recalls:
       1. on the days of the week from Monday to Friday (excluding public holidays) between the hours of 8.00am and 6.00pm – for the actual time spent by the VMO, at the rate of 150% of the applicable loaded rate for recalls per hour from Schedule 3(C); and
       2. at other times – in accordance with paragraph (d) as if the VMO were providing Services at the request of the Hospital and Health Service during on call times;
    3. for Services provided at the request of the Hospital and Health Service during on call times:
       1. for Services provided between the hours of 8.00am and midnight (2400 hours) - at the rate of 150% of the applicable loaded rate for recalls per hour from Schedule 3(C); and
       2. for Services provided between the hours of midnight (2400 hours) and 8.00am - at the rate of 200% of the applicable loaded rate for recalls per hour from Schedule 3(C),

to be calculated in accordance with the following:

* + - 1. the VMO will be paid for a minimum of two hours for the first request for Services and a minimum of one hour for each subsequent request for Services in any 24 hour period commencing at 8.00am;
      2. the applicable rate for the minimum payment will be the relevant rate set out in paragraph (i) or (ii); and
      3. where the time spent by the VMO providing the Services exceeds the minimum periods set out in paragraph (iii) above, the VMO will be entitled to be paid for the actual time spent, calculated to the nearest quarter of an hour; and
      4. a subsequent request for Services that is made during the minimum periods set out in paragraph (iii) above will not constitute a separate request for services and the VMO will not be entitled to payment for it;:
    1. for recalls, and requests for Services during on call times, at any of the following hospitals:
       1. Toowoomba Hospital;
       2. Hervey Bay Hospital;
       3. Bundaberg Hospital;
       4. Gladstone Hospital;
       5. Rockhampton Hospital;
       6. Mackay Base Hospital;
       7. Mount Isa Hospital;
       8. Maryborough Hospital; or
       9. Cairns Base Hospital,

the VMO can elect to receive payment:

* + - 1. as calculated in accordance with paragraph (c) for a recall or paragraph (d) for the provision of Services when rostered on call; or
      2. on a rate per procedure basis, commensurate with the *Department of Veterans’ Affairs Fee Schedules for Medical Services* (as updated and amended from time to time), by nominating to do so in accordance with, and by following the procedure outlined in, the *Visiting Medical Officers Exception to Standard Call Back Guidelines* document, as updated and amended from time to time. To avoid doubt, the VMO will not be or become an employee of the Hospital and Health Service by virtue of following the procedure outlined in this document;
    1. for approved VMO-initiated Services - at the rate set out in Item 9 of Schedule 1;
    2. for continuation of duty:

(i) for the first year of this Agreement - at the applicable loaded rate per hour from Schedule 3(B); and

(ii) for each subsequent year of this Agreement - at the next succeeding loaded rate per hour from Schedule 3(B).

* 1. Payments under clause 13.1 will be calculated at the rate applicable to the authorised practitioner who actually provided the Services.
  2. The VMO will not be entitled to receive any payment in respect of absence time which has not been approved by the Hospital and Health Service.
  3. The VMO must not, and must ensure that each authorised practitioner does not, seek or accept any money, remuneration, payment or gratuity from a patient or from any person associated with a patient, for any Services provided under this Agreement.

1. Invoicing & Payment
   1. The VMO must, within 14 days after the end of each month, submit to the Hospital and Health Service, on the form supplied by the Hospital and Health Service, an invoice for the Services provided for the preceding month, which includes:
      1. the number of sessions attended;
      2. the date, time and duration of all recalls (occurring during on call times as mentioned in clause 6.3(c) and during recall as mentioned in clause 9);
      3. the date of each on call session;
      4. the date, time and duration of all approved VMO-initiated Services;
      5. the date, time and duration (calculated to the nearest quarter of an hour) of any period of continuation of duty; and
      6. the name and relevant year of entitlement from the schedule of payment rates in Schedule 3 of the authorised practitioner who actually provided the Services, for the relevant month;
      7. the calculation of fees claimed; and
      8. the amount of GST payable in accordance with clause 27.
   2. If requested by the Hospital and Health Service, the VMO will provide the Hospital and Health Service with such other information to enable the Hospital and Health Service to assess whether the amount claimed has been correctly calculated.
   3. If in the reasonable opinion of the Hospital and Health Service an amount claimed by the VMO in an invoice for the Services under clause 14.1 is not correct, the Hospital and Health Service may only pay the amount it assesses to be properly payable. If the VMO disagrees, it may treat the matter as a dispute under clause 25, in which case the provisions of that clause will apply.
   4. The Hospital and Health Service will pay the VMO for the Services not more than 30 days after receipt of an account from the VMO which is in order for payment.
   5. Payment for the Services will be made to the VMO in accordance with this Agreement. The Hospital and Health Service will not be liable to make any payment directly to an authorised practitioner. It is the responsibility of the VMO to pay any authorised practitioner for any of the Services provided by the authorised practitioner.
2. Absences
   1. The VMO will not be in breach of this Agreement for failure to provide the Services if:
      1. the failure is:

(i) an unplanned absence due to illness or other emergent or unforeseen circumstances affecting an authorised practitioner and the VMO has complied with clause 15.2; or

(ii) a planned absence and the VMO has complied with clause 15.3;

* + 1. the total aggregate number of sessions for which the VMO is absent under clause 15.1(a) does not exceed the eligible absence sessions set out in clause 15.5; and
    2. the Hospital and Health Service has approved the absence in accordance with clause 15.4.
  1. As soon as possible after becoming aware of any circumstances affecting an authorised practitioner mentioned in clause 15.1(a)(i), the VMO must:
     1. notify the Executive Director of Medical Services in writing of the relevant circumstances and attempt to come up with an interim arrangement that is acceptable to both parties; and
     2. within one week of the unplanned absence, apply in writing for an approved absence.
  2. Where the VMO wishes to take a planned absence, the VMO must seek approval for the absence:
     1. at least four weeks prior notice to the Hospital and Health Service if the planned period of absence is eight weeks or less; or
     2. at least eight weeks prior notice to the Hospital and Health Service if the planned period of absence is greater than eight weeks,

and it is the responsibility of the VMO to make efforts to secure a locum to provide the Services in the VMO’s absence.

* 1. In deciding whether to approve an absence, the Hospital and Health Service must act reasonably. The parties agree that it is reasonable for the Hospital and Health Service to take all or any of the following matters into consideration:
     1. the eligible absence sessions calculated in accordance with clause 15.5;
     2. whether the VMO has been able to secure a locum to provide the Services in the VMO’s absence and whether the proposed locum is acceptable to the Health Service Chief Executive;
     3. the operational convenience of the hospital or health facility at which the VMO provides the Services;
     4. whether other visiting medical officers or the Hospital and Health Service staff have applied for absence or leave at the same time as the VMO;
     5. the health of an authorised practitioner or the nature of emergent or other unforeseen circumstances affecting an authorised practitioner; or
     6. whether the VMO has complied with clauses 15.2 or 15.3 as the case may be.
  2. The eligible absence sessions will be calculated in accordance with the following formula:

a = b - c

4.6

where:

‘a’ is the number of eligible absence sessions for each authorised practitioner, to the nearest whole number (if it is less than one but not negative, the number of eligible absence sessions will be one);

‘b’ is the total number of 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; and

‘c’ is the number of approved absences, expressed as a number of sessions, previously taken.

* 1. The Hospital and Health Service may in its absolute discretion give approval for an absence notwithstanding that it does not comply with this clause 15.

1. Insurances
   1. If required under the *Workers’ Compensation and Rehabilitation Act 2003* (Qld), the VMO must effect and maintain for the term of this Agreement workers’ compensation insurance in accordance with the Act for the authorised practitioners.
   2. The VMO warrants that it will hold and maintain professional indemnity insurance (including medical indemnity cover) in the amount of at least $20 million per occurrence and in the aggregate per annum at all times during the term of the Agreement and for a continuous period of seven years from the end of this Agreement.
   3. The VMO must ensure that any authorised practitioner who is not an employee of the VMO effects and maintains professional indemnity insurance (including medical indemnity cover) in the amount of at least $20 million per occurrence and in the aggregate per annum for the term of this Agreement and for a continuous period of seven years from the end of this Agreement.
   4. The insurances required under this clause 16 must be effected with an insurer that is authorised and licensed to operate in Australia.
   5. If requested by the Hospital and Health Service, the VMO will, within 14 days of the request, produce to the Health Service Chief Executive evidence of the existence and currency of the insurance required by this clause 16, and must submit copies of the renewed certificates of currency annually.
   6. The VMO warrants that any exclusions and deductibles that may be applicable to the insurance policies that it holds in accordance with this clause 16 will not impact on the VMO’s ability to meet any claim or otherwise prejudice the Hospital and Health Service’s rights under this Agreement.
   7. The VMO must immediately advise the Hospital and Health Service if any insurance policy, as required by this clause 16, is materially modified.
2. Indemnity
   1. The Hospital and Health Service agrees to provide the VMO with the limited indemnity and other support arrangements established by the *Indemnity for Queensland Health Medical Practitioners Human Resources Policy I2* (**Human Resources Policy I2**), as replaced from time to time, as long as:
      1. the circumstance that gives rise to the cost or need for other support is of a type for which the VMO is covered by the Human Resources Policy I2; and
      2. the VMO has complied with all of its obligations under this Agreement as well as those under the Human Resources Policy I2, including following the relevant procedure for making an application for assistance, (**indemnity application**).
   2. The Hospital and Health Service is only liable to provide the indemnity or assistance under clause 17.1 to the extent that the VMO’s circumstances continue to be covered by Human Resources Policy I2 and the Hospital and Health Service is entitled to seek recovery of any funds paid to the VMO in the event that the VMO ceases to be entitled to the indemnity or other assistance under Human Resources Policy I2.
   3. The VMO must notify the Hospital and Health Service in writing within two business days of any indemnity application or circumstances which may give rise to an indemnity application.
   4. The VMO and each authorised practitioner must co-operate fully with and assist the Hospital and Health Service and its lawyers to conduct the defence of an indemnity application, whether or not the VMO or an authorised practitioner is named as a respondent or defendant.
   5. The VMO must notify the Hospital and Health Service in writing as soon as possible of any matter which might affect the VMO’s or an authorised practitioner’s entitlement to indemnity under this Agreement.
   6. The VMO releases, discharges and indemnifies the Hospital and Health Service and each of its officers and employees (**the Indemnified Persons**) from and against any Claim which may be brought against or made upon them and any Loss incurred by them in connection with any:
      1. negligent or unlawful act or omission of the VMO or any authorised practitioner;
      2. breach of the Agreement by the VMO;
      3. contravention of any legislative requirement by the VMO or an authorised practitioner; and
      4. breach of warranty under clause 18(a) or 18(c),

except to the extent:

* + - 1. the Claim or Loss is caused by any negligent or unlawful act or omission on the part of the Indemnified Persons or the failure of the Indemnified Persons to comply with their obligations under the Agreement; or
      2. the Claim is an accepted indemnity application.

1. Licensing Requirements

The VMO:

* + 1. warrants that it will comply with all applicable laws regarding the engagement of any individual, including the authorised practitioners, in the provision of the Services;
    2. must hold and maintain all requisite licences, registrations, permits and authorities necessary for the provision of the Services as required by law or otherwise (**authorisations**);
    3. warrants that on each and every day of this Agreement it has obtained or effected all authorisations and these authorisations are in full force and effect and the VMO is not in nor will it be in material default of any of the terms and conditions of the authorisations during the Term; and
    4. must, if requested by the Hospital and Health Service, provide evidence of compliance with its obligations under this clause to the satisfaction of the Hospital and Health Service.

1. Hospital and Health Service Rules
   1. The VMO must ensure that it and each authorised practitioner complies with any laws, directions, policies, rules, by-laws, practices and procedures in effect from time to time in the Hospital and Health Service, including those relating to security, occupational health and safety, the performance of clinical services and as otherwise associated with the provision of the Services.
   2. The VMO must ensure that it and each authorised practitioner participates and co-operates in any clinical or other audits of the Services that may be required by the Hospital and Health Service from time to time.
2. Confidentiality and Privacy
   1. The VMO must not, and must ensure that each authorised practitioner does not, disclose any confidential information (other than confidential information to which clauses 20.2, 20.3 and 20.4 refer) except to its accountants, legal advisors or as required by law or where the prior written consent of the Hospital and Health Service has been obtained to a disclosure.
   2. The VMO acknowledges and agrees that it is bound by and must comply with (and ensure that each authorised practitioner complies with) all applicable confidentiality obligations including those under Part 7 of the *Hospital and Health Boards Act 2011* (Qld), section 147 of the *Private Health Facilities Act 1999* (Qld), Chapter 6 of the *Public Health Act 2005* (Qld), and Part 7, Division 1 of the *Ambulance Service Act 1991* (Qld), to the extent that these provisions are applicable in the provision of the Services.
   3. The VMO acknowledges and agrees that it is a bound contracted service provider under the *Information Privacy Act 2009* (Qld). The VMO and each authorised practitioner must comply with Parts 2 and 3 of Chapter 2 of the *Information Privacy Act* *2009* as if they were the Hospital and Health Service.
   4. Without limiting clause 20.3, the VMO must, with respect to any personal information it collects when providing the Services:
      1. make its authorised practitioners, officers, employees and agents aware of the VMO’s obligations under this clause 20 including, when requested by the Hospital and Health Service, requiring those persons to promptly sign a privacy deed in a form required by the Hospital and Health Service; and
      2. comply with such other privacy and security measures as the Hospital and Health Service reasonably advises the VMO in writing from time to time.
   5. The VMO must immediately notify the Hospital and Health Service in writing upon becoming aware of any breach of this clause 20.
   6. Nothing in this Agreement limits or affects the parties’ obligations in respect of confidentiality, privacy or otherwise under the *Hospital and Health Boards Act 2011* (Qld), *Information Privacy Act 2009* (Qld) or any other applicable legislation*.*
   7. The VMO acknowledges that:
      1. the *Right to Information Act 2009* (Qld) (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland government bodies, subject to specified exemptions under the RTI Act;
      2. information relating to this Agreement is potentially subject to disclosure under the RTI Act; and
      3. it should indicate any relevant concerns to the Hospital and Health Service at the time of disclosing the information to the Hospital and Health Service.
   8. Despite anything else in this Agreement, the Hospital and Health Service may disclose any information:
      1. to Ministers, their advisors or Parliament;
      2. to the State of Queensland acting through Queensland Health, another hospital and health service or any other Queensland government body involved in the provision of health services in Queensland; and
      3. as required under the RTI Act or the *Information Privacy Act* *2009* (Qld).
   9. The VMO acknowledges that the Hospital and Health Service may use and disclose any of the information provided by the VMO about the VMO, the Agreement or the Services to Queensland government bodies and the Commonwealth, States or Territories for any purpose in connection with the administration of this Agreement.
   10. The Hospital and Health Service may publish information about the Agreement on the Queensland Government’s contract directory, where required or recommended by Queensland Government procurement policy.
   11. This clause survives termination or expiration of this Agreement.
3. HHS Data
   1. The ownership of HHS Data, including any intellectual property rights in HHS Data, will vest in the Hospital and Health Service on creation. The VMO has no right, title or interest in HHS Data except as specified in this clause. The VMO must not access, use, modify or disclose HHS Data to any person except to its personnel and the authorised practitioners on a need to know basis to provide the Services and in accordance with all laws.
   2. The VMO must comply with clause 20 (Confidentiality and Privacy) and all applicable laws in relation to HHS Data which is or contains personal information. The VMO must provide reasonable assistance to the Hospital and Health Service on request to enable the Hospital and Health Service to comply with laws, policies and standards applicable to the Hospital and Health Service in relation to HHS Data including (without limitation) identification, labelling, searching, reporting, copying, retrieval and modification of HHS Data in relation to personal information, public records, right to information and information standards.
4. Suspension of Payment
   1. The Hospital and Health Service may suspend payments to the VMO without penalty if the VMO refuses, neglects or fails to supply and/or perform any part of the Agreement, until the Services are performed in the manner acceptable to the Hospital and Health Service and in accordance with the Agreement.
5. Suspension of Agreement
   1. Where the VMO breaches this Agreement in the reasonable opinion of the Hospital and Health Service, the Hospital and Health Service may without limiting any right of action or remedy which has accrued or may accrue in favour of the Hospital and Health Service:
      1. give written notice to the VMO, by a notice of suspension, that the Agreement is suspended in whole or in part from the date specified in the notice for a specified period; and
      2. provide the VMO with reasonable directions in relation to the subsequent performance of the Agreement.
   2. The VMO must immediately comply with any reasonable directions given by the Hospital and Health Service in accordance with clause 23.1(b).
   3. Prior to the period of suspension expiring, the Hospital and Health Service may notify the VMO in writing that the:
      1. period of suspension will cease to be effective from the date specified in the notice based on the Hospital and Health Service being satisfied that the issues/concerns which gave rise to the suspension have been resolved, upon which each party must resume its performance under the Agreement from that date;
      2. period of suspension will be extended for a further period of time specified in the notice; or
      3. VMO must show cause, pursuant to a written notice issued by the Hospital and Health Service, why the Hospital and Health Service should not terminate the Agreement from the time specified in the notice.
   4. If the Hospital and Health Service fails to notify the VMO in writing in accordance with clause 23.3, the period of suspension will expire at the end of the nominated period and each party must then resume its performance under the Agreement.
6. Termination
   1. Either party may terminate this Agreement at any time on giving not less than 3 months notice in writing to the other party.
   2. The Hospital and Health Service may by notice in writing to the VMO immediately terminate this Agreement:
      1. if the VMO:
         1. fails to comply with any provision of this Agreement and that failure is not remedied within 14 days after the Hospital and Health Service has given notice to the VMO to remedy the failure;
         2. becomes an undischarged bankrupt or takes advantage of the laws in force at the time being relating to bankrupt or insolvent debtors;
         3. 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;
         4. indicates that it is unwilling or unable to complete the Agreement;
         5. breaches any part of clause 16, clause 18 or clause 20; or
      2. where any other provision of this Agreement expressly entitles the Hospital and Health Service to terminate this Agreement in accordance with this clause.
   3. The VMO must, immediately upon becoming aware of an event mentioned in clause 24.2(a)(ii) or 24.2(a)(iii), notify the Hospital and Health Service in writing of that fact.
   4. Termination of the Agreement for any reason is without prejudice to any rights of the Hospital and Health Service under the Agreement or at common law, including the right to claim damages for breach of the Agreement.
7. Dispute Resolution
   1. If a dispute arises between the parties in respect of this Agreement, either party may by notice in writing request the other party to negotiate with a view to resolving the dispute. Upon receipt of a notice under this clause, the parties must enter into negotiations in good faith as soon as possible to attempt to resolve the dispute.
   2. If the dispute has not been satisfactorily resolved 14 days after the giving of a notice under clause 25.1, either party may by notice in writing request the Health Service Chief Executive to call a conference for such purpose.
   3. On receipt of a notice under clause 25.2, the Health Service Chief Executive (or a person nominated by the Health Service Chief Executive) will convene a conference within 28 days. The persons to be involved in the conference will include:
      1. the Health Service Chief Executive or the Health Service Chief Executive’s nominee, who will be the chairperson of the conference;
      2. a representative from the Hospital and Health Service; and
      3. the VMO.
   4. If the dispute is not resolved within 7 days after the conference under clause 25.3 has been convened, 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 will act as an expert and not as an arbitrator. The expert’s determination will be final and binding on the parties, and the costs of the expert will be borne equally by the parties.
   5. Pending determination of a dispute under this clause, the parties will continue to perform their obligations under this Agreement, unless otherwise directed by the Hospital and Health Service.
8. Notices
   1. A notice, request, application or any other communication (**notice**) under this Agreement must be given in writing.
   2. The VMO must refer any matter relating to the performance of this Agreement to the Health Service Chief Executive or a person nominated by the Health Service Chief Executive.
   3. The addresses for service of notices to the parties are as follows:
      1. for the Hospital and Health Service - as set out in Item 10 of Schedule 1; and
      2. for the VMO - as set out in Item 11 of Schedule 1,

or such subsequent address as one party may notify to the other in writing.

* 1. A notice under this Agreement will be deemed to have been given:
     1. if delivered by hand or by courier - on the date of delivery;
     2. if sent by express post - one business day after the date of posting; and
     3. if emailed - on the date recorded on the device from which the party sent the email, unless the sending party receives an automated message that the email has not been delivered,

except that a delivery by hand or email received after 5.00 pm (local time of the receiving party) will be deemed to be given on the next business day at that address.

* 1. For the purposes of the *Electronic Transactions (Queensland) Act 2001* (Qld), the parties consent to the giving of notices by email.

1. GST
   1. In this clause 27:
      1. words and expressions which are not defined in this Agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
      2. **GST Law** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
   2. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.
   3. If GST is payable by a supplier or by the representative member for a GST group of which the supplier is a member, on any supply made under this Agreement, the recipient will pay to the supplier an amount equal to the GST payable on the supply.
   4. The recipient will pay the amount referred to in clause 27.4 in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
   5. The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 27.3. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.
   6. If an adjustment event arises in respect of a taxable supply made by a supplier under this Agreement, the amount payable by the recipient under clause 27.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.
   7. Where a party is required under this Agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
      1. the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
      2. if the payment or reimbursement is subject to GST, an amount equal to that GST.
2. General Provisions
   1. The VMO must not assign this Agreement without the consent in writing of the Hospital and Health Service, which consent will not be unreasonably withheld.
   2. The VMO must not subcontract the provision of any Services to any subcontractor (other than authorised practitioners) without the consent of the Hospital and Health Service. Any consent given by the Hospital and Health Service to subcontract:
      1. may be conditional;
      2. will not operate as an authority to transfer responsibility to the subcontractor; and
      3. will not relieve the VMO from any of its liabilities or obligations under the Agreement.
   3. Any failure by a party at any time to enforce a clause of this Agreement, or any forbearance, delay or indulgence granted by a party to the other, will not constitute a waiver of the party’s rights.
   4. No provision of the Agreement will be deemed to be waived unless that waiver is in writing and signed by an authorised delegate of the waiving party.
   5. A waiver by a party of a breach of any part of the Agreement will not be a waiver of any subsequent breach of the same part nor a waiver of a breach of any other part.
   6. The VMO must comply with all relevant laws in performing its obligations under the Agreement.
   7. The VMO must do all things reasonably required by the Hospital and Health Service to give effect to the Agreement.
   8. 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 Queensland.
   9. Each party will bear its own legal fees, costs and expenses of and incidental to the negotiation, preparation and execution of this Agreement. The Hospital and Health Service will pay any stamp duty on this Agreement.
   10. This Agreement may be varied at any time by agreement in writing executed by both parties.
   11. It will be sufficient evidence of agreement to vary a schedule to this Agreement if the parties execute and date a document purporting to be a substitute schedule.
   12. If any clause of this Agreement is determined to be partly or wholly invalid, unlawful or unenforceable, that clause will be severed (to the extent of its invalidity, unlawfulness or unenforceability) from the Agreement and the remaining provisions will continue in effect as far as possible.
   13. This Agreement may be executed in any number of counterparts, each signed by one or more parties and, if so, all such counterparts taken together constitute one document.
   14. In the event that any signature of a party executing this Agreement is delivered by email delivery of a scanned ‘.pdf’ format data file or equivalent of the entire Agreement to the other party or its representative, the signature will create a valid and binding obligation on the party executing (or on whose behalf the Agreement is executed) with the same force and effect as if the signature were an original.
3. Clauses to Survive Termination

The following clauses will survive termination or expiration of the Agreement:

* + 1. clause 1 Definitions and Interpretation;
    2. clause 4 Provision of Services;
    3. clause 14 Invoicing & Payment;
    4. clause 16 Insurances;
    5. clause 17 Indemnity;
    6. clause 20 Confidentiality and Privacy;
    7. clause 21 HHS Data;
    8. clause 24.4 of clause 24 – Termination; and
    9. clauses 28.3, 28.4 , 28.5, 28.7, 28.8, 28.9 and 28.12 of clause 28 – General Provisions.

**EXECUTED BY THE PARTIES** **AS AN AGREEMENT** on the dates below.

|  |  |  |
| --- | --- | --- |
| **Executed** for and on behalf of#[***Insert HHS name****]*# **Hospital and Health Service ABN** #[***Insert HHS ABN****]*#by: |  |  |
| Name of authorised representative (print) |  | Signature of authorised representative |
| Title (print) |  |  |
| a duly authorised person, in the presence of:  Name of witness (print) |  | Signature of witness |
| Date (print) |  |  |

*Signing clause if the VMO is an individual -*

|  |  |  |
| --- | --- | --- |
| **Executed** by the **VMO** |  |  |
| Full name of VMO (print) |  | Signature of VMO |
| in the presence of:  Full name of witness (print) |  | Signature of witness |
| Address of witness (print) |  |  |
| Date (print) |  |  |

## *Signing clause if the VMO is a company -*

|  |  |  |
| --- | --- | --- |
| **Executed** in accordance with section 127 of the *Corporations Act 2001* (Cth) by: |  |  |
| Full name of VMO (print) |  |  |
| ACN of VMO (print) |  |  |
| Signature of Director |  | Signature of Director/Company Secretary |
| Full name (print) |  | Full name (print) |
| Date (print) |  |  |

# **SCHEDULE 1**

**1. VMO:** [#Insert name of VMO; if VMO is a company, include the ACN]

ABN:

**2. Commencement date:** [#insert]

**3. Health service area:** [#Insert name of Health service area]

**4. Hospital:** [#Insert name of hospital or health facility at which the VMO is to provide the Services. If more than one hospital or health facility, list them all.]

**5. Term:** One year

**6. Sessions:** The VMO will provide the Services for the following sessions:

(a) each session will be for a maximum of [#insert no.] hours;

(b) commencing at [#insert time] am/pm;

(c) on the [# insert day/s] of each [#insert week or month as applicable];

(d) at [#insert name of hospital at which the session is to be performed].

**7. Payment rate for on call times:**

|  |  |
| --- | --- |
| **Level** | Rate Payable (per hour) |
| Level 1 | $11.58 |
| Level 2 | $9.27 |
| Level 3 | $6.95 |

**8. Payment rate for Recall:** At the rate of either 150% or 200% of the applicable loaded rate for recalls per hour from Schedule 3(C) (as set out in clause 13.1(c))

**9. Payment rate for VMO-initiated**

**Services:** [#Insert relevant loaded hourly rate].

**10. The Hospital and Health Service’s** [#Insert relevant District/hospital address, including

**address for service:** email address.]

**11. VMO’s address for service:** [#Insert VMO’s address for service, including email address.].

# **SCHEDULE 2**

**Services:**

The Services to be provided by the VMO are specialist clinical services in [#insert specialist field].

The Services include:

1. Treatment of public patients:

The VMO will provide treatment of public patients allocated by the Hospital and Health Service through:

1. the utilisation of the Hospital and Health Service’s facilities;
2. the application of the VMO’s specialist medical expertise;
3. personal attention provided by the authorised practitioner;
4. treatment delegated to others by the authorised practitioner;
5. consultations arranged by the authorised practitioner.

2. The provision of instruction in relation to the Services to the Hospital and Health Service personnel who assist the VMO.

3. The provision of formal instruction classes, relating to the Services, as determined by the Hospital and Health Service.

4. The provision of advice to the Hospital and Health Service on matters relating to staff and public health facilities in connection with the Services.

5. The efficient use of resources supplied by the Hospital and Health Service, including personnel.

# **SCHEDULE 3(A)**

**VMO RATES (BASE RATES)**

|  |  |
| --- | --- |
|  | As from |
|  | 1/07/2017 |
|  |  |
| Percentage Wage Increase | 2.50% |
|  |  |
| **Visiting Specialist** |  |
| 1st Year | 116.06 |
| 2nd Year | 120.01 |
| 3rd Year | 123.85 |
| 4th Year and Thereafter | 126.96 |
| **Visiting Senior Specialist** |  |
| 1st Year and Thereafter | 137.93 |
| **Visiting General Practitioner** |  |
| 1st, 2nd, 3rd Year | 100.78 |
| Thereafter | 104.61 |
| **Visiting General Practitioner with FRACGP and/or Vocational Registration** |  |
| 1st Year | 100.78 |
| 2nd Year | 104.61 |
| 3rd Year & Thereafter | 108.41 |

# **SCHEDULE 3(B)**

**VMO RATES (LOADED RATES)**

|  |  |
| --- | --- |
|  | As from |
|  | 1/07/2017 |
| Percentage Loading on Recall Rate | 38.62% |
|  |  |
|  |  |
| **Visiting Specialist** |  |
| 1st Year | 238.11 |
| 2nd Year | 246.20 |
| 3rd Year | 254.09 |
| 4th Year and Thereafter | 260.47 |
| **Visiting Senior Specialist** |  |
| 1st Year and Thereafter | 282.98 |
| **Visiting General Practitioner** |  |
| 1st, 2nd, 3rd Year | 206.75 |
| Thereafter | 214.61 |
| **Visiting General Practitioner with FRACGP and/or Vocational Registration** |  |
| 1st Year | 206.75 |
| 2nd Year | 214.61 |
| 3rd Year & Thereafter | 222.42 |

# **SCHEDULE 3(C)**

**VMO RATES (LOADED RATES for RECALL)**

|  |  |
| --- | --- |
|  | As from |
|  | 1/07/2017 |
| Percentage loading on Base Hourly Rate: | 48.00% |
|  |  |
|  |  |
| **Visiting Specialist** |  |
| 1st Year | 171.77 |
| 2nd Year | 177.61 |
| 3rd Year | 183.30 |
| 4th Year | 187.90 |
| **Visiting Senior Specialist** |  |
| 1st Year and thereafter | 204.14 |
| **Visiting General Practitioner** |  |
| 1st, 2nd, 3rd Year | 149.15 |
| Thereafter | 154.82 |
| **Visiting General Practitioner with FRACGP and/or Vocational Registration** |  |
| 1st Year | 149.15 |
| 2nd Year | 154.82 |