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| **ACCESS AGREEMENT****FOR EMPLOYERS OF ENDORSED MIDWIVES** **for the provision of private midwifery services by visiting endorsed midwives in NSW public hospitals****[INSERT NAME OF PUBLIC HEALTH ORGANISATION]**(*PHO*)**AND****EMPLOYERS OF ENDORSED MIDWIVES IN ITEM 2** (*Licensee*) |
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**ACCESS AGREEMENT FOR EMPLOYERS OF ENDORSED MIDWIVES**

Access Agreement: Details

This Access Agreement is made on the date shown in Item 1 between:

**[Insert name of public health organisation]**, ABN [insert], a body corporate pursuant to the *Health Services Act 1997* (NSW), of [insert address] (the “**PHO**”), and

**[Insert name of private midwifery practice or health service practice of which the Endorsed Midwife is an employee],** ABN [insert] (the “**Employer**”).

Introduction

1. The PHO operates the public hospitals listed in Item 5 (being public hospitals within the meaning of the Health Services Act 1997 (NSW)).
2. The Employer is the employer of the Endorsed Midwife listed in Item 1A of the Schedule to this Access Agreement.
3. The Employer has agreed to pay the Facility Fee, and has committed under this Access Agreement to ensure the Endorsed Midwife is a suitable person to provide the Services, in consideration for being granted by the PHO a right of access to the public hospitals listed in Item 5. This right of access is exercisable by the Endorsed Midwife.
4. The PHO has agreed to grant the Employer a right of access to the public hospitals listed in Item 5, under which this right of access is exercisable by the Endorsed Midwife, so that the Endorsed Midwife can provide the Services in the course of their employment with the Employer.

Access Agreement for employers of endorsed midwives: Terms and Conditions

1. Right of access
	1. The PHO grants the Employer a licence to have non-exclusive access to, and use of, the Access Area from the date shown in Item 7 of the Schedule (“Commencement Date”) on the terms and conditions set out in this Access Agreement, for the period of time shown in Item 8 of the Schedule (“Term”), unless terminated earlier in accordance with this Access Agreement.
	2. The parties agree that the rights associated with the licence referred to in clause 1.1 are exercisable by the Endorsed Midwife in the course of their employment with the Employer.
	3. The parties agree that the Endorsed Midwifes listed in Schedule 1A of this Access Agreement may only be varied by written agreement of the parties.
2. Restrictions on access
	1. The Employer must ensure the Endorsed Midwife uses the Access Area only for the provision of the Services (the “Permitted Use”).
3. PHO to provide Certain Services
	1. The PHO must provide the services shown in Item 13 of the Schedule (the “Usual Services”).
	2. The parties agree that the PHO will provide the Usual Services to the Endorsed Midwife, as employee of the Employer, rather than the Employer itself.
4. PHO may provide Additional Services
	1. The PHO must provide in addition to the Usual Services, those additional services, if any that are marked with a cross in Item 14 of the Schedule (“Optional Additional Services”).
	2. The parties agree that the PHO will provide the Optional Additional Services to the Endorsed Midwife, as employee of the Employer rather than the Employer itself.
5. **No tenancy**
	1. Nothing in this Access Agreement confers on the Employer (or the Endorsed Midwife) any rights as a tenant of the PHO, or creates the relationship of landlord and tenant, between the parties.
	2. The Employer acknowledges that the PHO, persons authorised by the PHO and other licensees may also have access to and use the Access Area.
6. **Suitability of Access Area**

The Employer, relying on the Endorsed Midwife’s own inspections and enquiries, is satisfied as to the suitability, commerciality, and condition of the Access Area and the equipment supplied with the Access Area (if any).

1. **Prohibitions on Employer**
	1. The Employer must not, and must ensure the Endorsed Midwife does not:
		1. Sublicence or part with possession of any part of the Access Area (including any equipment supplied in the Access Area), or assign any rights under this Access Agreement.
		2. Employ or contract any person (other than the Endorsed Midwife) for the purpose of providing the Services under the Access Agreement. This clause 7.1(b) does not prevent the Employer from adding another midwife it employs to Schedule 1A of this Access Agreement in accordance with clause 1.3, nor does it prevent the Endorsed Midwife from entering into a collaborative arrangement.
		3. Make any change or structural alteration or addition to the Access Area.
		4. Contravene any legislative requirement, notice or order affecting the Access Area.
		5. Cause any contamination, pollution, or environmental damage to the Access Area.
		6. Contravene any rules, regulations, policies, procedures or codes of conduct of or binding on the PHO, affecting the Access Area or its use that has been notified to the Employer or are displayed at the Access Area.
2. **Employer’s obligations**
	1. **Payment of the Facility Fee**
		1. The Employer must pay the Facility Fee in accordance with, and as specified in, Item 15 of the Schedule.
	2. **The Employer’s obligation to ensure Endorsed Midwife is registered and is endorsed**
		1. The Employer must, at all times during the Term, ensure the Endorsed Midwife:
			1. Maintains current registration as a midwife under the Health Practitioner Regulation National Law (NSW).
			2. Maintains notation on his or her registration as an Endorsed Midwife under section 38(2) of the Health Practitioner Regulation National Law (NSW).
			3. Maintains endorsement to administer, obtain, possess, prescribe, sell, supply or use a scheduled medicine or class of scheduled medicines as an Endorsed Midwife under section 94 of the Health Practitioner Regulation National Law (NSW).
			4. Maintains a Medicare provider number and a Pharmaceutical Benefits Scheme (PBS) prescriber number.
			5. Undertakes any further educational training or training requirements as set out in Item 12 of the Schedule and within timeframes specified in Item 12 of the Schedule.
			6. Participates in multidisciplinary case review at least 3 times per year, either at facility or PHO level, which may include mortality and morbidity review meetings, incident reviews and other quality and safety meetings.
		2. The Employer must provide the PHO, on each anniversary of this Access Agreement:
			1. The documentary evidence of the current registration referred to in clause 8.2(a)(i).
			2. The documentary evidence of the current notation referred to in clause 8.2(a)(ii).
			3. The document evidence of the current endorsement referred to in clause 8.2(a)(iii).
		3. The Employer must immediately advise the PHO of:
			1. Any change in the registration status of the Endorsed Midwife, including any conditions imposed on the Endorsed Midwife’s registration, notation or endorsement in clause 8.2(a)(i)-(iii) above.
			2. Any complaint made against the Endorsed Midwife with, or being investigated by, the NSW Nursing or Midwifery Council or the Health Care Complaints Commission.
			3. The placing of the Endorsed Midwife’s name on the NSW Health Service Check Register [PD2021\_017](https://www1.health.nsw.gov.au/pds/Pages/doc.aspx?dn=PD2021_017)*.*
	3. **Employer’s obligation to ensure Endorsed Midwife has a collaborative arrangement in place**
		1. The Employer must, at all times during the Term, ensure the Endorsed Midwife:
			1. Has a current collaborative arrangement in place with a medical practitioner who holds an appointment as a visiting practitioner or is employed as a staff specialist at the public hospital and whose clinical privileges include antenatal, intrapartum, and postnatal care, a copy of which is annexed to this Access Agreement and marked ‘Appendix A’, or has a current collaborative arrangement with a PHO that employs or engaged one or more obstetric medical practitioners.
	4. **Employer’s obligation to ensure Endorsed Midwife has an approved plan of care with the PHO**
		1. The Employer must, at all times during the Term, ensure the Endorsed Midwife:
			1. Has an agreed plan of care which has been approved by the PHO which includes:
				1. Provision of back up support to the Endorsed Midwife by another Endorsed Midwife with rights of access to the Access Area so as to ensure the Endorsed Midwife complies with the NSW Health Guidelines on Fatigue - Preventing and Managing Work Related Fatigue: Guidelines for the NSW Public Health System [GL2023\_012](https://www1.health.nsw.gov.au/pds/Pages/doc.aspx?dn=GL2023_012)*.*
				2. Provision of inpatient care.
				3. Arrangements for anaesthetic (epidural) services.
				4. Arrangements for neonatal/paediatric services.
				5. Arrangements in the event of a clinical emergency.
	5. **Employer’s obligation to ensure Endorsed Midwife provides the Services in accordance with the Access Agreement**
		1. The Employer must, at all times during the Term, ensure the Endorsed Midwife:
			1. Provides the Services under this Access Agreement strictly in accordance with:
				1. The Approved Scope of Practice (as set out in Item 9 of the Schedule).
				2. The collaborative arrangement/s in place (as set out in Annexure A).
				3. Any requirements under legislation of an Endorsed Midwife.
				4. The Agreed Plans (as set out in Item 10 of the Schedule).
				5. Any conditions or other requirements imposed on the Endorsed Midwife’s health practitioner registration.
				6. The Australian College of Midwives National Midwifery Guidelines or Consultation and Referral, as updated from time to time.
				7. Any other policy, protocol or policy notified in writing to the Employer by the PHO.
				8. The standards of best practice at all times (a reasonably determined, in the event of dispute, by the PHO).
				9. Provides the PHO with a complete copy of the antenatal care health records of patients to whom the Endorsed Midwife provides services under this Access Agreement in a form determined by or otherwise acceptable to the PHO.
				10. Maintains accurate and contemporaneous records of care and treatment provided by the Endorsed Midwife to the patients of the Endorsed Midwife at the hospital using the PHO’s health record system (paper and electronic) and in accordance with Health Care Records – Documentation and Management PD2012\_069.
				11. Liaises with the MUM/team leader in the birthing unit regarding the woman’s progress as appropriate.
		2. The Employer must, at all times during the Term, ensure that where the Endorsed Midwife requires assistance from another Endorsed Midwife, that midwife has also entered into an Access Agreement with the PHO.
	6. **Employer’s obligation to ensure Endorsed Midwife complies with policies and directions**
		1. The Employer must, at all times during the Term, ensure the Endorsed Midwife:
			1. Complies with all NSW Health or PHO policies or other requirements, including those listed in Item 11 of the Schedule.
			2. Fully participates and cooperates with the PHO in respect of:
				1. Any team or departmental meetings as reasonably required by the PHO and where the Endorsed Midwife is able to attend, provided that it does not conflict with any of the Endorsed Midwife’s obligations to provide private midwifery services to his or her private patients.
				2. Any incident investigations including but not limited to root cause analysis investigations.
				3. Any quality assurance, quality improvement or peer review procedures of the PHO.
			3. Immediately notifies the Employer of any incident or of any complaint, possible potential claim, investigation, proceeding or action against the Endorsed Midwife arising from the Services provided by the Endorsed Midwife under this Access Agreement.
		2. The Employer must, immediately after being notified of the complaint, possible potential claim, investigation, proceeding or action against the Endorsed Midwife as set out in clause 8.6(a)(iii) above, notify the PHO.
	7. Employer’s obligation to ensure Endorsed Midwife uses Access Area appropriately
		1. The Employer must, at all times during the Term, ensure the Endorsed Midwife:
			1. Complies with the PHO’s directions regarding access to the Access Area (including PHO policies, procedures and signage regarding access to areas within the relevant hospital or health care facility).
			2. Uses the Access Area and any fixtures, fittings and installations in the Access Area in a safe and proper manner.
			3. Uses any equipment in the Access Area with due care and skill.
			4. Keeps the Access Area tidy and free from rubbish.
			5. Does nothing to annoy, offend, obstruct or interfere with the use of the Access Area or the public hospital by the PHO or others. This clause 8.7(a)(v) extends to persons whom the Endorsed Midwife has authorised or permitted to be in the Access Area.
			6. Advises the PHO of any property or equipment owned and used by the Endorsed Midwife in the Access Area that is not supplied by the PHO, and ensure that it is insured for its full insurable value on a replacement and reinstatement basis.
			7. Does not do anything to prejudice the PHO’s insurances, or increase the risk of fire.
	8. Employer’s general obligations regarding the Endorsed Midwife
		1. The Employer must, at all times during the Term, ensure the Endorsed Midwife:
			1. Complies with the requirements from time to time of the PHO in relation to the reporting of criminal and serious sex, violence and other offences including pursuant to the Children and Young Persons Care and Protection Act 1998.
			2. Complies with all applicable legislation, and any regulations, by laws, ordinances, or orders made under such legislation.
			3. Wears attire deemed appropriate by the PHO and appropriate identification when providing the Services in the Access Area.
			4. Informs (including in writing) all patients to whom the Endorsed Midwife provides the Services to that the Services are being provided to the patient by the Endorsed Midwife privately, as an employee of the Employer, and not by or on behalf of NSW Health or the PHO.
		2. The Employer must, at all times during the Term:
			1. Undertake all billing and other arrangements associated with the Services provided by the Endorsed Midwife.
			2. Only bill private patients to which the Endorsed Midwife has provided Services under this Access Agreement, and in accordance with all applicable legislation. Applicable legislation includes the Health Insurance Act 1973 (Cth) and the National Health Act 1953 (Cth), as well as all regulations and determinations made under that legislation.
3. **Employer’s warranties**
	1. The Employer warrants that, at all times during the Term, the Endorsed Midwife will:
		1. Maintain during the Term the status of participating midwife for the purposes of the Health Insurance Act 1973 (Cth).
		2. Maintain during the Term the status of an authorised midwife for the purposes of the Health Insurance Act 1973 (Cth).
		3. Maintain a collaborative agreement in place, and in the event the collaborative arrangement is varied or if the Endorsed Midwife enters into a new collaborative arrangement, immediately provide the PHO with a copy of the varied or new collaborative arrangement.
		4. Comply with the requirements of all applicable legislation, including the Health Insurance Act 1973 (Cth), the National Health Act 1953 (Cth), including all regulations and determinations made under that legislation.
		5. Comply with all applicable privacy legislation, including the Privacy Act 1988 (Cth) and the Health Records and Information Privacy Act 2002 (NSW).
4. **Practice and access review**
	1. The PHO may vary the Approved Scope of Practice at any time at the PHO’s discretion.
	2. The PHO will communicate any decision to vary the Approved Scope of Practice to the Employer, who will in turn communicate the decision to the Endorsed Midwife.
	3. The PHO at any time and for any reason may undertake a review or audit of the Endorsed Midwife’s provision of the Services, or of the Employer’s compliance with obligations under this Access Agreement.
	4. The Employer agrees to ensure the Endorsed Midwife will fully cooperate with any such review including providing any documentation or information requested as part of the review.
	5. The parties agree that, without limiting clause 10.1, the PHO shall review the Endorsed Midwife’s provision of the Services, and the Employer’s compliance with the Access Agreement, following twelve months from the Commencement Date and following each twelve month period thereafter.
5. Indemnity
	1. The Employer agrees to indemnify and keep indemnified the Minister, the PHO, and the State of New South Wales and their officers, employees and agents (“those indemnified”) against any liability or loss (including reasonable legal costs and expenses), incurred or suffered by any of those indemnified where such liability or loss is incurred by reason of or in connection with any act or omission of the Employer, or the Endorsed Midwife in connection with the Services, the use and occupation of the Access Area by the Endorsed Midwife, or breach of the Employer’s obligations under this Access Agreement.
	2. The Employer’s liability to indemnify and release those indemnified under this Access Agreement shall be reduced proportionately to the extent that any unlawful, wrongful, wilful, or negligent act or omission of those indemnified caused or contributed to the liability or loss referred to in clause 11.1 above.
	3. The indemnity contained in this clause (clause 11) is a continuing obligation of the Employer separate and independent of any other responsibility of the Employer and will continue beyond the period of this Access Agreement.
6. Insurance
	1. Without limiting the Employer’s obligations under this Access Agreement, the Employer must, during the continuance of this agreement, and for a period of 18 years after its expiration or termination, take out and maintain with a reputable insurance company the following insurance policies that cover and extend to the Endorsed Midwife:
		1. A professional indemnity policy of insurance with a minimum of aggregate cover of twenty million ($20,000,000) for any one period of cover, and which must be maintained by the Employer until the expiry or termination of this Access Agreement and of not less than 18 years after the expiry or termination of this Access Agreement.
	2. Without limiting the Employer’s obligations under the Access Agreement, the Employer must, during the continuance of this agreement, take out and maintain with a reputable insurance company the following insurance policies that cover and extend to the Endorsed Midwife:
		1. A broad form public liability policy of insurance with a minimum of aggregate cover of twenty million ($20,000,000) for any one period of cover.
		2. Worker’s compensation insurance in accordance with all relevant application legislation in respect of all the employees of the Employer.
	3. The Employer will, on request by the PHO, produce satisfactory evidence that the Employer has effected and renewed the insurance policies referred to in this clause 13.2.
7. Termination of this Access Agreement
	1. Either party may, at any time, terminate this Access Agreement for any reason, by giving thirty (30) days’ notice in writing to the other party, such termination being effective upon expiry of this thirty (30) day period. The right to terminate in accordance with this clause exists notwithstanding any guideline, policy, code or any other document that may, in any way, relate to, or be connected with Endorsed Midwife’s provision of the Services in the course of their employment with the Employer.
8. Termination for breach
	1. The Employer must, at all times during the Term, ensure the Endorsed Midwife:
		1. Does not fail to comply with any lawful direction of the PHO.
		2. Does not commit any act of malicious, reckless or negligent conduct in the Permitted Use,
		3. Is not convicted of an offence punishable by imprisonment.
	2. The PHO may, by notice in writing to the Employer, immediately terminate this Access Agreement if:
		1. Anything in clause 14.1(a)-(c) occurs
		2. The Employer commits a material breach of this Access Agreement which, in the PHOs opinion, is not capable of being remedied.
		3. The Employer fails to remedy a breach of this Access Agreement which, in the PHO’s opinion, is capable of being remedied within 7 days of receiving notice from the PHO requiring it to remedy the breach.
		4. The Employer is declared bankrupt or has bankruptcy proceedings commenced against it.
9. Termination without prejudice
	1. Any termination of this Access Agreement under clauses 13 or 14 is without prejudice to any accrued rights or remedies of either party.
10. Suspension
	1. Without limiting clause 14, at any time during the Term, the PHO may by notice in writing suspend the Employer’s rights under this Access Agreement with immediate effect for such period as the PHO considers appropriate if:
		1. The Employer fails to observe, comply with or fulfil any of its obligations under the Access Agreement.
		2. The Employer fails to ensure that the Endorsed Midwife is complying with the collaborative arrangement.
		3. The PHO reasonably forms the opinion that the Services provided by the Endorsed Midwife involve an unacceptable risk to the health or life of any person.
	2. Upon suspension of this Access Agreement, the Employer must:
		1. Ensure that the Endorsed Midwife immediately ceases providing the Services from the Access Area.
		2. Ensure the Endorsed Midwife complies with reasonable directions of the PHO regarding the care of patients, including any necessary transfer of patients from the Endorsed Midwife to another care provider.
	3. Resumption of this Access Agreement following any suspension is at the PHO’s absolute discretion. If the PHO determines not to resume this Access Agreement, then this Access Agreement may be terminated by the PHO in writing to the Employer.
11. Confidential information
	1. The Employer must, and must ensure the Endorsed Midwife will:
		1. Only disclose Confidential Information in the following circumstances:
			1. With the prior written consent of the PHO.
			2. If and to the extent that the Employer or Endorsed Midwife is legally compelled to disclose the Confidential Information.
	2. The Employer must, and must ensure the Endorsed Midwife will:
		1. Do everything reasonably practicable to preserve the confidentiality of the Confidential Information.
		2. Notify the PHO promptly if it is aware of any disclosure of the Confidential Information otherwise that permitted by this Access Agreement.
		3. If required by the PHO, deliver to the PHO or destroy any documents containing the Confidential Information.
12. Resolution of disputes
	1. If a dispute or difference arises between the parties in respect of this Access Agreement, and one party requires it to be resolved, then that party must promptly give to the other a written notice identifying adequately and giving details of the dispute or difference.
	2. The parties must use reasonable endeavours to resolve the dispute or difference, and to agree on a mechanism for resolving it if they are unable to do so themselves.
	3. If within 14 days of giving notice of the dispute or difference the dispute or difference has not been resolved, and the parties have not agreed on a mechanism for resolving it, or if despite agreeing on such mechanism the dispute or difference is still not resolved within 2 calendar months of the parties’ agreeing on such mechanism, the parties agree that the dispute or difference may be resolved by PHO’s Director of Clinical Services.
	4. The PHO’s Director of Clinical Services shall act as an expert and not as an arbitrator, and his or her decision shall be final, binding and conclusive as between the parties.
	5. Nothing in this clause precludes either party from seeking urgent interlocutory relief.
13. Notices

The contact details and addresses of the parties for the purposes of giving any notice shall be as set out in Item 3 and Item 4 of the Schedule, or otherwise as may from time to time be specified in writing between the parties.

1. Whole agreement and variation

This Access Agreement comprises the whole agreement between the parties as to the subject matter hereof and can only be varied by written agreement executed by both parties.

1. Survival

Clauses 11, 12, 13 and 18 survive termination or expiration of this Access Agreement.

1. Relationship between the parties
	1. The Employer agrees that in respect of the provision of the Services under this Access Agreement, the Employer is not entitled to indemnification from the PHO and/or the State of New South Wales in respect of any claim.
	2. The Employer must ensure the Endorsed Midwife does not hold him or herself out to be an officer, employee, agent and/or partner or joint venturer of NSW Health or the PHO.
2. Applicable law
	1. This Access Agreement is governed by, and construed in accordance with, the laws of the State of New South Wales, and the parties submit to the jurisdiction of the courts of that state.
3. Definitions

The following definitions apply in this document:

Access Area means the areas set out in Item 6 of the public hospitals listed in Item 5 of the Schedule.

Access Agreement means this Agreement and the Schedule and any annexures thereto.

Approved Scope of Practice means the scope of practice of midwifery practice that may be undertaken by the Endorsed Midwife in the course of providing the Services for the Employer under this Access Agreement, having regard to the level of the facility, and set out in Item 9 of the Schedule.

collaborative arrangement has the same meaning as in the Health Insurance (Section 3C Midwife and Nurse Practitioner Services) Determination 2020 (Cth) and the National Health (Collaborative arrangements for midwives) Determination 2010 (Cth).

Confidential Information means information disclosed by or on behalf of the Minister, the Ministry of Health or PHO that:

* 1. is confidential by its nature or by the circumstance in which it is disclosed; or
	2. is designated by the Minister, the Ministry of Health or PHO as confidential or identified as being confidential,

but does not include this Access Agreement or information which is or becomes public knowledge other than by a breach of the Employer of an obligation of confidentiality under this Access Agreement.

Endorsed Midwife means the person or persons specified in Item 1A of the Schedule, as amended by agreement in writing by the parties in accordance with clause 1.3.

Facility Fee means the fee specified in Item 15 of the Schedule payable by the Licensee to the PHO.

Minister means the NSW Minister for Health.

**private patient** means a patient who has elected to be admitted as a private patient pursuant to NSW Health guideline Admitted Patient Election Processes for NSW Public Hospitals PD2021\_008.

**public hospital** means a hospital listed at item 5.

1. Interpretation
	1. A reference to an Item is to an Item in the Schedule.
	2. A singular word includes the plural, and vice versa;
	3. A word which suggests one gender includes the other genders.
	4. If a word is defined, another part of speech has a corresponding meaning;
	5. If an example is given of anything, such as by saying it includes something else, the example does not limit the scope of that thing.
	6. A reference to a position held in an organisation includes a reference to an equivalent or approximately equivalent position in that organisation, however described.

**SCHEDULE**

**Item 1 Date of signing of Access Agreement**

[insert date]

**Item 1A Endorsed Midwife**

 [Insert details]

**Item 2**  **Employer**

 [Insert details]

**Item 3 Employer’s address and contact details**

[Insert details]

**Item 4 PHO’s address and contact details**

[Insert details]

**Item 5 Name of public hospital’s to which the Employer (and Endorsed Midwife) has access**

[Insert details]

**Item 6 Access Area:**

[Describe areas or departments of applicable hospitals to which the Licensee has access under this Access Agreement]

The Access Area includes any general use amenities within the hospital in which the Access Area is located, such as toilets, lunch facilities and common rooms.

[car space if appropriate]

**Item 7: Commencement Date of Access Agreement:**

[Insert details]

**Item 8 Term: [note the Term is not to exceed 3 years]**

[Insert details]

**Item 9 Approved Scope of Practice**

[Insert details]

**Item 10 Agreed Plans**

 [Include details of arrangements for:

* back up for the Endorsed Midwife,
* provision of inpatient care,
* arrangements for anaesthetic (epidural) services,
* arrangements for neonatal/paediatric services]
* attach copies of documents if appropriate]

**Item 11 NSW Health Policies**

[Insert details]

**Item 12 Further educational requirements**

[E.g. upskilling in perineal repair, IV cannulation, perinatal safety program, etc.]

[specify any applicable timeframes]

**Item 13 Usual Services**

 **Optional Services**

 Access to IT/security pass, library, medical records and PHO

policies and procedures

Power

Light

Fuel

Telephone

Facsimile

Computer

Email

Cleaning and maintenance

Consumables [specify]

Equipment [specify]

**Item 14 Optional Additional Services**

 [cross boxes that apply and insert details as appropriate]

[note that those that apply are included in the Licence Fee unless

otherwise specified]

 □ Billing facilities (in the name of the Licensee)

 □ Other [specify]

**Item 15 Facility Fee**

A Facility Fee of 5% of revenue earned by the Licensee in providing

the Services is payable by the Licensee to the PHO.

[Further detail may be included regarding the proposed billing

arrangements between the PHO and the Licensee for payment ]

**EXECUTED** as an Agreement.

Executed on behalf of **[name of public health organisation],** by the person whose name appears opposite, but not so as to incur any personal liability, in the presence of the person whose name appears below:

Signature

Signature of witness Name and title of signatory

Name and title of witness

Executed by **[Insert Employer’s details]**

in accordance with Section 127 of the Corporations Act 2001 by:

Signature of director Signature of director/secretary

Name Name