

# Policy Directive



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## Visiting Dental Officers - Remuneration and Contract Requirements

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**Functional Sub group** Personnel/Workforce - Industrial and Employee Relations  
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**Summary** This Policy Directive prescribes the remuneration and contract requirements for Visiting Dental Officers engaged under the Health Services Act 1997.

**Replaces Doc. No.** Remuneration Rates for Visiting Dental Officers - Revised [PD2005\_423]

**Author Branch** Workplace Relations and Management Branch

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**Applies to** Area Health Services/Chief Executive Governed Statutory Health Corporation, Board Governed Statutory Health Corporations, Affiliated Health Organisations, Affiliated Health Organisations - Declared

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### Director-General

This Policy Directive may be varied, withdrawn or replaced at any time. Compliance with this directive is **mandatory** for NSW Health and is a condition of subsidy for public health organisations.

**VISITING DENTAL OFFICERS  
REMUNERATION AND CONTRACT REQUIREMENTS**

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## 1. Introduction

This Policy Directive prescribes the remuneration and contract requirements for Visiting Dental Officers engaged under the Health Services Act 1997.

## 2. Scope

This Policy Directive applies to visiting dental officers appointed in accordance with Chapter 8 of the Health Services Act 1997 by a public health organisation.

## 3. Purpose

The purpose of this policy directive is to set out the remuneration and contract requirements and responsibilities for visiting dental officers appointed in accordance with Chapter 8 of the Health Services Act 1997 by a public health organisation.

## 4. Definitions

**Public Health Organisation** means an area health service, or a statutory health corporation, or and affiliated health organisation in respect of its recognised establishments and recognised services.

**Visiting Dental Officer** means a dentist who has been appointed by a public health organisation as a visiting practitioner in accordance with Chapter 8 of the Health Services Act 1997 to provide dental services as a Dentist, Dental Specialist, Senior Dental Specialist or Oral & Maxillo-Facial Surgeon.

**Dentist** means a Visiting Dental Officer registered as a Dentist with the Dental Board of New South Wales.

**Dental Specialist** means a Visiting Dental Officer who is a Dentist as defined and who has been granted Specialist and/or Oral Surgeon description by the Dental Board of New South Wales.

**Senior Dental Specialist** means a Visiting Dental Officer who is a Dental Specialist as defined and who has practiced as such in a specialty for at least 7 years.

**Oral & Maxillo-Facial Surgeon (OMF Surgeon)** means a Visiting Dental Officer who is a Dentist as defined and who is a Fellow of the Royal Australasian College of Dental Surgeons who has satisfied the Colleges requirements for a Special Field examination in the Special Field Oral and Maxillofacial Surgery.

**Scheduled Session/s** means a period or periods during which the public health organisation and the Visiting Dental Officer agree that the Visiting Dental Officer should provide services, and does not include any emergency work for which the Visiting Dental Officers attendance was required by the Health Service at a time when the Visiting Dental Officer would not otherwise have attended.

## 5. Remuneration

### 5.1 Rates of Remuneration

The rates of remuneration within this Policy Directive are payable to a Visiting Dental Officer who has entered a Service Contract under clause 6.1 and a Performance Agreement under clause 6.2 of this policy directive. The Visiting Dental Officer is to be paid from the two different sets of rates within this Policy Directive, depending on the category of work performed, as follows:

### 5.2 Category A Work

Where the Health Service urgently requires the attendance of a Visiting Dental Officer (VDO) to perform emergency/trauma work in theatre and calls the VDO in to work, the VDO is to be paid the 'all inclusive' rates as follows:

Classification of Visiting Dental Officer	01/07/2004 \$ per hour	01/07/2005 \$ per hour	01/07/2006 \$ per hour
Dentist with less than 5 years experience	100.60	103.60	106.70
Dentist with at least 5 years experience	112.40	115.80	119.30
Dental Specialist	136.10	140.20	144.40
Senior Dental Specialist	147.90	152.30	156.90
Oral & Maxillo-Facial Surgeon	171.60	176.70	182.00

## 5.3 Category B Work

Whilst performing all other work not included in Category A work above, VDOs are to be paid “all inclusive” rates as follows:

Classification of Visiting Dental Officer	01/07/2004 \$ per hour	01/07/2005 \$ per hour	01/07/2006 \$ per hour
Dentist with less than 5 years experience	59.10	60.90	62.70
Dentist with less than 5 years experience plus chairside assistant.	67.50	69.50	71.60
Dentist with at least 5 years experience but less than 10 years experience	71.10	73.20	75.40
Dentist with at least 5 years experience but less than 10 years experience plus chairside assistant	79.30	81.70	84.20
Dentist with at least 10 years experience	82.90	85.40	88.00
Dentist with at least 10 years experience plus chairside assistant	91.10	93.80	96.60
Dental Specialist (excluding OMF Surgeon)	94.70	97.50	100.40
Dental Specialist (excluding OMF Surgeon) plus chairside assistant.	102.90	106.00	109.20
Senior Dental Specialist (excluding OMF Surgeon)	106.50	109.70	113.00
Senior Dental Specialist (excluding OMF Surgeon) plus chairside assistant	114.80	118.20	121.70
Oral & Maxillo-Facial Surgeon	147.90	152.30	156.90

## 5.4 Category A or B Work

Where the public health organisation urgently requires the attendance of a VDO and calls the VDO in to work, the VDO is to be paid travelling time of up to 20 minutes each way, and be paid a minimum payment of 1 hour, including travelling time referred to above.

## 5.5 Oral & Maxillo-Facial Surgeons On Call

Oral & Maxillo-Facial Surgeons rostered to be On-Call at Royal Prince Alfred, Prince of Wales/Prince Henry, John Hunter, Royal North Shore, St George, Wollongong, Liverpool, Westmead, and New Children’s Hospitals will be paid for each hour so rostered as follows:

1 July 2004	\$8.50
1 July 2005	\$8.80
1 July 2006	\$9.10

The On-Call allowance shall not be payable during periods an Oral & Maxillo-Facial Surgeon is on leave of absence nor whilst travelling or rendering services pursuant to being called in or otherwise in accordance with the Service Contract.

Where an Oral & Maxillo Facial Surgeon is rostered to be On-Call to more than one hospital at the same time, the Oral & Maxillo Facial Surgeon shall be entitled to receive an On-Call allowance only from that hospital to which the Oral & Maxillo Facial Surgeon has the greatest On-Call commitment, or where the On-Call commitments are equal, the Oral & Maxillo-Facial Surgeon shall receive an On-Call allowance only from one hospital.

## **5.6 Consumables**

Where the Visiting Dental Officer supplies consumables in the performance of work for a public health organisation, the organisation will reimburse the Visiting Dental Officer for the reasonable cost of such consumables upon the production of receipts.

## **6. Service Contract and Requirements**

- 6.1** The Visiting Dental Officer and the public health organisation are to enter a service contract within 1 month of appointment in the form set out at Annexure 1.
- 6.2** The Visiting Dental Officer and the public health organisation are to enter a performance agreement consistent with the service contract. The duration of such performance agreement may not overrun the date of expiry of the service contract nor the term of appointment of the Visiting Dental Officer.
- 6.3** Visiting Dental Officers will be credentialed by public health organisation in accordance with its policy and procedures.
- 6.4** Visiting Dental Officers may not be allocated more than an average of 35 hours per 4 weeks over a calendar year in respect of scheduled sessions.

## **7. Accountabilities**

### **7.1 Responsibilities of the Public Health Organisation**

- a. Prepare a service contract in the form set out in Annexure 1.
- b. Prepare a performance agreement consistent with the service contract.
- c. Credential the Visiting Dental Officer.
- d. Comply with the provisions of the service contract.

## **7.2 Responsibilities of the Dental Officer**

- a. Enter into a service contract with the public health organisation.
- b. Enter into a performance agreement consistent with the service contract.
- c. Comply with the provisions of the service contract.

## **8. Funding**

The increases in remuneration contained in this policy directive are to be funded by Public Health Organisations out of existing budgets.

## **9. Enquiries**

Any enquiries regarding this policy should be directed to the human resource personnel in the relevant health service. Only human resource personnel in the public health organisations are to contact the Department.

## Annexure 1

### FORM OF SERVICE CONTRACT - VISITING DENTAL OFFICER

**THIS CONTRACT** is made the \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), **BETWEEN** [*insert the name of the relevant Health Service*], **AND** [*insert name of the Visiting Dental Officer*].

#### **WHEREAS:**

- A. The (*insert name of the Health Service*) has decided to appoint the Visiting Dental Officer to provide services at the hospital or hospitals specified in Schedule 1 to this Contract (the "specified hospital(s)") and the Visiting Dental Officer desires to provide such services, subject to the terms and conditions hereunder.
- B. The Visiting Dental Officer is to provide such services as an independent contractor and is to be remunerated on the basis of services performed over a specified period (but not on a fee-for-service basis) at those rates and subject to those conditions which are relevant to the Visiting Dental Officer's classification specified in the Department of Health Circular set out at Annexure A to this Contract.

#### **NOW IT IS AGREED AS FOLLOWS:**

1. Term of Contract

This Contract is to be for the period from .....to..... (year) (being not more than five (5) years) unless this Contract is properly terminated by either party in accordance with this Contract.

2. Services and Remuneration

(i) Subject to *the Circular*, the Visiting Dental Officer shall provide the services, including dental services to public patients, specified in Schedule 1 to this Contract.

(ii) Subject to *the Circular*, the number of hours during which the Visiting Dental Officer is to provide scheduled session services as specified at Schedule 2 to this Contract.

A Health Service and Visiting Dental Officer may agree at any time in writing to alter the number of hours during which the Visiting Dental Officer is to provide scheduled session services. Any such written agreement must be appended to the contract and will have the effect of varying Schedule 2.

Where unforeseen circumstances arise, and the Visiting Dental Officer does not agree to alter the number of hours during which the Visiting Dental Officer is to provide scheduled session services, the Health Service may give 4 weeks written notice to the Visiting Dental Officer of its decision to alter those hours. Any such written notice must be appended to the contract and will have the effect of varying Schedule 2.

(iii) The Visiting Dental Officer agrees to co-operate with the Health Service so as to ensure the most appropriate and high quality dental services are provided within available resources.

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**Title: Visiting Dental Officers – Remuneration and Contract Requirements**

3. Classification

Subject to *the Circular*, the classification of the Visiting Dental Officer for the purpose of providing services under this Contract is specified in Schedule 3 to this Contract.

4. Clinical Privileges

Subject to *the Circular*, the Visiting Dental Officer's clinical privileges are as specified in Schedule 4 to this Contract.

5. Performance Agreement

The Visiting Dental Officer will enter a Performance Agreement within one month of signing this Service Contract and thereafter consistent with Schedule 5.

6. Definitions

The terms used in this contract will have the same meaning as defined within *the Circular* (at Annexure A of this Service Contract) unless otherwise indicated.

7. Termination of Contract

- (l) The contract shall be terminated:
  - (a) upon the expiry of the period for which it was made or on such earlier date as may be agreed between the Visiting Dental Officer and the Health Service;
  - (b) by three months notice in writing given by either the Visiting Dental Officer or the Health Service;
  - (c) by four weeks notice in writing given by the Visiting Dental Officer if dissatisfied with a decision of the Health Service, taken pursuant to clause 2.(ii) of this contract to alter the number of hours during which the Visiting Dental Officer is to provide scheduled session services, provided that the notice of termination is given within seven days of the Visiting Dental Officer receiving notification in writing of that decision;
  - (d) if the Visiting Dental Officer ceases to be registered as a dental practitioner;
  - (e) if the Visiting Dental Officer becomes permanently mentally or physically incapable of rendering services under the contract;
  - (f) if the Visiting Dental Officer commits serious and/or wilful misconduct; or,
  - (g) if the Visiting Dental Officer appointment is terminated by operation of any Act or Regulation.
- (ii) On the termination of a contract, any amount due and payable to the Visiting Dental Officer pursuant to the contract shall be paid at the time of such termination or as soon thereafter as reasonably practicable.

8. Dispute Resolution Procedure

In event the Visiting Dental Officer or Health Service is dissatisfied with any aspect of the operation of the contract, the Visiting Dental Officer or Health Service may give the other party notice in writing identifying the matter or matters the subject of dispute. As



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*Title: Visiting Dental Officers – Remuneration and Contract Requirements*

## Schedule 1

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<b>Name and address of Hospital</b>	<b>Services to be provided at Specified Hospital</b>
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**Schedule 2**

**Hours of Services**

(here specify hours on an annual basis or lesser specified period where appropriate for scheduled sessions)

## **Schedule 3**

### **Classification**

**Schedule 4**

**Clinical Privileges**

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<b>Specified Hospital</b>	<b>Clinical privileges granted to the Visiting Dental Officer in respect of specified hospital</b>
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## Schedule 5

### Performance Agreement

A Performance Agreement should include, but not necessarily be limited to, the following;

- General duties description and location/s of work.
- Specified service improvement objectives, and including if relevant, expectations in respect of responsibilities, workloads, quality activities, continuing education, research, customer focus activities, health outcomes etcetera.
- Any proposed variation/s to any item/s within the Performance Agreement so as to accommodate changes anticipated to occur at some future time or from time to time.

The Performance Agreement is to be reviewed and updated annually by the Visiting Dental Officer and his/her supervisor.

The Visiting Dental Officer and his/her supervisor will jointly review the performance under the Performance Agreement twice in each 12 month period.

Each review is to include an evaluation of the Visiting Dental Officer's level of achievement of agreed specified service improvement objectives.

Each Performance Agreement must be endorsed by the Health Service Chief Executive Officer.