

## Visiting Medical Officer (VMO) Model Service Contracts

**Document Number** PD2009\_052

**Publication date** 20-Aug-2009

**Functional Sub group** Personnel/Workforce - Industrial and Employee Relations

**Summary** Issues model VMO service contracts for use by public health organisations.

Note: This policy replaces appendices: J2 attachment 1; K.1; L and attachments 1, 2 and 3 of PD2005\_496 - Visiting Practitioners Appointment.

**Replaces Doc. No.** VMOs' Practice Companies - Model Service Contracts [PD2005\_153]

**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 - Non Declared, Affiliated Health Organisations - Declared, Public Hospitals

**Audience** Medical Administration, Human Resources

**Distributed to** Public Health System, NSW Department of Health

**Review date** 20-Aug-2014

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**Status** Active

### 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This Policy Directive may be varied, withdrawn or replaced at any time.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 MEDICAL OFFICER SERVICE CONTRACTS

### PURPOSE

This Policy Directive issues model service contracts to be used by Public Health Organisations in engaging Visiting Medical Officers (VMOs).

### MANDATORY REQUIREMENTS

Visiting Medical Officers whose engagement with a Public Health Organisation is governed by the *Public Hospitals (Visiting Medical Officers Sessional Contracts) Determination 2007* or the *Public Hospitals (Visiting Medical Officers Fee-For-Service Contracts) Determination 2007* are to be engaged following the date of issue of this Policy Statement using whichever of the attached model service contracts is relevant:

- model sessional service contract;
- model sessional service contract – VMO practice company;
- model fee-for-service service contract;
- model fee-for-service service contract – VMO practice company.

### IMPLEMENTATION

Chief Executives must ensure that the model VMO service contracts are brought to the attention of all staff involved in VMO contract matters, and are utilised for all applicable VMO engagements unless the specific approval of the Department to non-standard arrangements has been obtained.

### REVISION HISTORY

Version	Approved by	Amendment notes
PD2005_153	Director General	Issued model contracts for VMO practice companies
PD2009_052	Deputy Director General, Health System Support	Rescinds PD2005_153. Issues model Visiting Medical Officers model service contracts.

### ASSOCIATED DOCUMENTS

1. Model sessional service contract.
2. Model sessional service contract – practice company.
3. Model fee-for-service service contract.
4. Model fee-for-service service contract – practice company.

## MODEL SESSIONAL SERVICE CONTRACT

**This contract** is made on the *[insert day of the month]* day of *[insert month]* 20\_\_  
**BETWEEN** *[insert the name of the relevant public health organisation]*, ('the public health organisation');

**AND** *[insert name of the medical practitioner]* whose MPO number is *[insert MPO number]* ('the Visiting Medical Officer').

### PREAMBLE

Whereas:

- A. The public health organisation has determined to appoint the Visiting Medical Officer to provide services at certain facilities or services of the public health organisation, and the Visiting Medical Officer has agreed to accept such an appointment.
- B. The Visiting Medical Officer is to provide such services as an independent contractor and is to be remunerated under this contract on the basis of services performed over the period of this contract at those hourly rates that are relevant to the Visiting Medical Officer's classification as specified in the Determination and this Contract.

### TERM OF THE CONTRACT

1. The term of this contract is to be for the period from *[insert date of commencement]* to *[insert date of expiration]* (being a period not exceeding five (5) years), unless:
  - (i) the contract is terminated earlier in accordance with clause 16 of the Determination;
  - (ii) a longer term (not exceeding ten years) has been approved by the Director General in accordance with clause 7(4) of the Regulation.

## DEFINITIONS

2. (i) 'Act' means the *Health Services Act 1997*.
- (ii) 'Determination' means the *Public Hospitals (Visiting Medical Officers Sessional Contracts) Determination 2007*.
- (iii) 'Regulation' means the *Health Services Regulation 2008*.
- (iv) The definitions set out in the Act, the Regulation and the Determination apply to the terms used in this contract.

## THE DETERMINATION

3. This contract is made subject to, and incorporates the terms of, the Determination. The Determination is available on the NSW Department of Health's internet site at: [http://www.health.nsw.gov.au/resources/jobs/conditions/awards/SessionalDetermination\\_pdf.asp](http://www.health.nsw.gov.au/resources/jobs/conditions/awards/SessionalDetermination_pdf.asp)

## SERVICE CONTRACT

4. This contract constitutes a service contract as referred to in s. 80(1)(a) of the Act between a public health organisation and a medical practitioner.

## SESSIONAL CONTRACT

5. This contract is a sessional contract as referred to in s. 83 of the Act.

## CLINICAL PRIVILEGES

6. The Visiting Medical Officer's clinical privileges are as specified in **Schedule 1** to this contract.
7. (i) The public health organisation may review and vary the clinical privileges of the Visiting Medical Officer at any time, after advice from the relevant Credentials (Clinical Privileges) Subcommittee, and the Medical and

Dental Appointments Advisory Committee.

- (ii) Schedule 1 is to be amended to reflect any variation made to clinical privileges in accordance with clause 7(i) above, with such amendments to take effect from the date of approval of the variations by the Chief Executive or delegate.

- 8. The services provided under this contract shall be consistent with the clinical privileges as so specified.

## **SERVICES**

- 9. The Visiting Medical Officer shall provide the services specified in **Schedule 2** to this contract, at the hospitals therein described.

## **ORDINARY HOURS**

- 10. (i) The ordinary hours during which the Visiting Medical Officer is to provide services (other than call-back or on-call services) are as specified at **Schedule 3** to this contract, consistent with clause 5(1) of the Determination.
- (ii) Schedule 3:
  - (a) is to be amended to reflect amendments to the number of ordinary hours made in accordance with clause 5 of the Determination, with such amendments to take effect from the applicable date of effect under that clause;
  - (b) may be amended at any time by written agreement between the Visiting Medical Officer and the public health organisation (consistent with clause 5(4) of the Determination), with such amendments to take effect from the date specified in the agreement.

## REMUNERATION AND CLASSIFICATION

11. In relation to ordinary hours of services, the Visiting Medical Officer shall be remunerated on the basis specified in **Schedule 4** to this contract.
12.
  - (i) The classification of the Visiting Medical Officer for the purpose of remuneration under this contract is as specified in **Schedule 5** to this contract.
  - (ii) Where the classification of the Visiting Medical Officer is varied in accordance with the process set out in clause 6 of the Determination, Schedule 5 will be amended to give effect to that variation with such amendments to take effect from the date of approval of the variations by the Chief Executive or delegate.
13. The applicable rate for background practice costs will be as advised by the New South Wales Department of Health from time to time consistent with the terms of Annexure B to the Determination.

## COMPLIANCE WITH NSW HEALTH POLICIES

14. The Visiting Medical Officer shall comply with
  - (i) the NSW Health Code of Conduct, currently being Policy Directive PD2005\_626, as amended or reissued from time to time;
  - (ii) such other NSW Health Policy Directives, and public health organisation policies, that are expressed to apply to Visiting Medical Officers (or Visiting Practitioners), as issued and/or amended from time to time.

## ON-CALL

15. The requirements of the public health organisation for the on call availability of the Visiting Medical Officer, consistent with clause 4 of the Determination, may be set down as **Schedule 6** to this contract, or are as otherwise specified by

the public health organisation.

## **OTHER CONDITIONS OF APPOINTMENT**

16. (i) Other conditions of the Visiting Medical Officer's appointment to the public health organisation may be set out in, or as an attachment to, the letter of offer of appointment as a Visiting Medical Officer, provided that those conditions are not inconsistent with the provisions of:
- (a) clauses 1 –15 of this contract;
  - (b) the Determination;
  - (c) applicable legislation including the Act and the Regulation; or
  - (d) the by-laws of the public health organisation;
- and to the extent of any inconsistency arising, such inconsistent conditions of appointment will not apply.
- (ii) The signing of this contract constitutes acceptance of the conditions of appointment by the Visiting Medical Officer.

**SIGNATURES**

Signed on behalf of the public health organisation by:

Signature: .....

Name: .....

Position: .....

Date: .....

In the presence of:

Signature of witness: .....

Name of witness: .....

Signed by the Visiting Medical Officer:

Signature: .....

Full Name: .....

Date: .....

In the presence of:

Signature of witness: .....

Name of witness: .....

**Schedule 1  
Clinical Privileges**

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**Hospital(s)**

**Clinical privileges granted to the  
Visiting Medical Officer in respect of the  
hospital(s)**

**Schedule 2  
Services**

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**Hospital(s)**

**Services to be provided at the  
hospital(s)**

**Schedule 3**  
**Ordinary Hours for the provision of Services**

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*(Here specify the ordinary hours during which services are to be provided as per clause 5(1) of the Determination)*

**Schedule 4**  
**Remuneration for Ordinary Hours**

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*(Here specify the remuneration option for ordinary hours to apply as per clause 5(3) of the Determination)*

**Schedule 5**  
**Classification of the Visiting Medical Officer**

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*(Here specify the classification of the Visiting Medical as per clause 6  
of the Determination)*

**Schedule 6**  
**On-Call Roster**

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*(This Schedule may be utilised as per clause 4(8) of the Determination)*

## MODEL SESSIONAL SERVICE CONTRACT – PRACTICE COMPANY

**This contract** is made on the *[insert day of the month]* day of *[insert month]* 20\_\_  
**BETWEEN** *[insert the name of the relevant public health organisation]*, ('the public health organisation');

**AND** *[insert name of the practice company]*, (which is the practice company by which *[insert name of the medical practitioner]* whose MPO number is *[insert MPO number]* ('the Visiting Medical Officer') conducts his or her practice).

### PREAMBLE

Whereas:

- A. The public health organisation has determined to appoint the Visiting Medical Officer to provide services at certain facilities of the public health organisation, and the Visiting Medical Officer has agreed to accept such an appointment;
- B. The Visiting Medical Officer desires to render such services under a service contract between the public health organisation and the Visiting Medical Officer's practice company, and the practice company is to be remunerated under this contract on the basis of services performed over the period of this contact at those hourly rates that are relevant to the Visiting Medical Officer's classification as specified in the Determination and this Contract.

### TERM OF THE CONTRACT

1. The term of this contract is to be for the period from *[insert date of commencement]* to *[insert date of expiration]* (being a period not exceeding five (5) years), unless:
  - (i) the contract is terminated earlier in accordance with clause 16 of the Determination; or
  - (ii) a longer term (not exceeding ten years) has been approved by the Director General in accordance with clause 7(4) of the Regulation.

## DEFINITIONS

2. (i) 'Act' means the *Health Services Act 1997*.
- (ii) 'Company' means the Visiting Medical Officer's practice company;
- (iii) 'Determination' means the *Public Hospitals (Visiting Medical Officers Sessional Contracts) Determination 2007*.
- (iv) 'Regulation' means the *Health Services Regulation 2008*.
- (v) The definitions set out in the Act, the Regulation and the Determination apply to the terms used in this contract.

## THE DETERMINATION

3. This contract is made subject to, and incorporates the terms of, the Determination. The Determination is available on the NSW Department of Health's internet site at: [http://www.health.nsw.gov.au/resources/jobs/conditions/awards/SessionalDetermination\\_pdf.asp](http://www.health.nsw.gov.au/resources/jobs/conditions/awards/SessionalDetermination_pdf.asp)

## SERVICE CONTRACT

4. This contract constitutes a service contract as referred to in s. 80(1)(b) of the Act between a public health organisation and a practice company.

## SESSIONAL CONTRACT

5. This contract is a sessional contract as referred to in s. 83 of the Act.

## CLINICAL PRIVILEGES

6. The Visiting Medical Officer's clinical privileges are as specified in **Schedule 1** to this contract.

7. (i) The public health organisation may review and vary the clinical privileges of the Visiting Medical Officer at any time, after advice from the relevant Credentials (Clinical Privileges) Subcommittee, and the Medical and Dental Appointments Advisory Committee.
  - (ii) Schedule 1 is to be amended to reflect any variation made to clinical privileges in accordance with clause 7(i) above, with such amendments to take effect from the date of approval of the variations by the Chief Executive or delegate.
8. The services provided under this contract shall be consistent with the clinical privileges as so specified.

## **SERVICES**

9. The Visiting Medical Officer shall provide the services specified in **Schedule 2** to this contract, at the hospitals therein described.

## **ORDINARY HOURS**

10. (i) The ordinary hours during which the Visiting Medical Officer is to provide services (other than call-back or on-call services) are as specified at **Schedule 3** to this contract consistent with clause 5(1) of the Determination.
- (ii) Schedule 3:
  - (a) is to be amended to reflect amendments to the number of ordinary hours made in accordance with clause 5 of the Determination, with such amendments to take effect from the applicable date of effect under that clause;
  - (b) may be amended at any time by written agreement between the Visiting Medical Officer and the public health organisation

(consistent with clause 5(4) of the Determination) with such amendments to take effect from the date specified in the agreement.

## **REMUNERATION AND CLASSIFICATION**

11. In relation to ordinary hours of services, the Company shall be remunerated on the basis specified in **Schedule 4** to this contract.
  
12.
  - (i) The classification of the Visiting Medical Officer for the purpose of remuneration under this contract is as specified in **Schedule 5** to this contract.
  - (ii) Where the classification of the Visiting Medical Officer is varied in accordance with the process set out in clause 6 of the Determination, Schedule 5 will be amended to give effect to that variation with such amendments to take effect from the date of approval of the variation by the Chief Executive or delegate.
  
13. The applicable rate for background practice costs will be as advised by the New South Wales Department of Health from time to time consistent with the terms of Annexure B to the Determination.

## **COMPLIANCE WITH NSW HEALTH POLICIES**

14. The Visiting Medical Officer shall comply with
  - (i) the NSW Health Code of Conduct, currently being Policy Directive PD2005\_626, as amended or reissued from time to time;
  - (ii) such other NSW Health Policy Directives, and public health organisation policies, that are expressed to apply to Visiting Medical Officers (or Visiting Practitioners), as issued and/or amended from time to time.

## **ON-CALL**

15. The requirements of the public health organisation for the on call availability of the Visiting Medical Officer, consistent with clause 4 of the Determination, may be set down as **Schedule 6** to this contract, or are as otherwise specified by the public health organisation.

## **PROFESSIONAL INDEMNITY AND PUBLIC LIABILITY INSURANCE**

16. (i) The Company shall maintain medical indemnity insurance and public liability insurance to the levels approved by the Director-General from time to time under section 85(2) of the Act, to cover the liabilities arising from the performance of this contract by the Company or in respect of the Visiting Medical Officer's practice as a medical practitioner under his or her appointment as a Visiting Medical Officer, to the extent that such liabilities are not covered by a contract of liability coverage with the public health organisation.
- (ii) The Company shall provide the public health organisation at least annually with documentary evidence, satisfactory to the public health organisation, of the insurance coverage required under sub-clause (i) and shall immediately notify the public health organisation, in writing, of any changes to such insurance coverage, including changes concerning the insurer, the maximum amount payable per claim or any exemption in relation to the medical practice or other activities of the Visiting Medical Officer.
- (iii) The Company shall indemnify the public health organisation against any cost, claim, demand or expense (including the cost of funding or settling any action, claim or demand) made, sustained, brought or prosecuted in

any manner based upon, occasioned by or attributable to any injury to any person (including death) or any damage to any property or other financial loss which may arise from any action, event or omission by the Company, its employees or agents, or the Visiting Medical Officer, during the performance of this contract but only to the extent that the claim or demand has not arisen from any negligent act or omission by the public health organisation or its staff, or is not covered by a contract of liability coverage with the public health organisation.

## **OTHER CONDITIONS OF APPOINTMENT**

17. (i) Other conditions of the Visiting Medical Officer's appointment to the public health organisation may be set out in, or as an attachment to, the letter of offer of appointment as a Visiting Medical Officer, provided that those conditions are not inconsistent with the provisions of:
- (a) clauses 1 –16 of this contract;
  - (b) the Determination;
  - (c) applicable legislation including the Act and the Regulation; or
  - (d) the by-laws of the public health organisation;
- and to the extent of any inconsistency arising, such inconsistent conditions of appointment will not apply.
- (ii) The signing of this contract constitutes acceptance of the conditions of appointment by the Visiting Medical Officer.

**SIGNATURES**

Signed on behalf of the public health organisation by:

Signature: .....

Name: .....

Position: .....

Date: .....

In the presence of:

Signature of witness: .....

Name of witness: .....

Signed on behalf of the Company by the Visiting Medical Officer:

Signature: .....

Full Name: .....

Date: .....

In the presence of:

Signature of witness: .....

Name of witness: .....

**Schedule 1  
Clinical Privileges**

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**Hospital(s)**

**Clinical privileges granted to the  
Visiting Medical Officer in respect of  
that hospital**

**Schedule 2  
Services**

---

**Hospital(s)**

**Services to be provided at that hospital**

**Schedule 3**  
**Ordinary Hours for the provision of Services**

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*(Here specify the ordinary hours during which services are to be provided as per clause 5(1) of the Determination)*

**Schedule 4**  
**Remuneration for Ordinary Hours**

---

*(Here specify the remuneration option for ordinary hours to apply as per clause 5(3) of the Determination)*

**Schedule 5**  
**Classification of the Visiting Medical Officer**

---

*(Here specify the classification of the Visiting Medical as per clause 6  
of the Determination)*

**Schedule 6**  
**On-Call Roster**

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*(This Schedule may be utilised as per clause 4(8) of the Determination)*

## MODEL FEE-FOR-SERVICE SERVICE CONTRACT

**This contract** is made on the *[insert day of the month]* day of *[insert month]* 20\_\_  
**BETWEEN** *[insert the name of the relevant public health organisation]*, ('the public health organisation'),

**AND** *[insert name of the medical practitioner]* whose MPO number is *[insert MPO number]* ('the Visiting Medical Officer').

### PREAMBLE

Whereas:

- A. The public health organisation has determined to appoint the Visiting Medical Officer to provide services at certain facilities of the public health organisation, and the Visiting Medical Officer has agreed to accept such an appointment;
- B. The Visiting Medical Officer is to provide such services as an independent contractor and is to be remunerated under this contract on the basis of services performed over the period of this contract on a fee-for-service basis as specified in the Determination and this Contract.

### TERM OF THE CONTRACT

1. The term of this contract is to be for the period from *[insert date of commencement]* to *[insert date of expiration]* (being a period not exceeding five (5) years), unless:
  - (i) the contract is terminated earlier in accordance with clause 10 of the Determination;
  - (ii) a longer term (not exceeding ten years) has been approved by the Director General in accordance with clause 7(4) of the Regulation.

### DEFINITIONS

2. (i) 'Act' means the *Health Services Act 1997*

- (ii) 'Determination' means the *Public Hospitals (Visiting Medical Officers Fee-for-Service Contracts) Determination 2007*.
- (iii) 'Regulation' means the *Health Services Regulation 2008*.
- (iv) The definitions set out in the Act, the Regulation and the Determination apply to the terms used in this contract.

## THE DETERMINATION

- 3. This contract is made subject to, and incorporates the terms of, the Determination. The Determination is available on the NSW Department of Health's internet site at: [http://www.health.nsw.gov.au/resources/jobs/conditions/awards/FeeforServiceDetermination\\_pdf.asp](http://www.health.nsw.gov.au/resources/jobs/conditions/awards/FeeforServiceDetermination_pdf.asp)

## SERVICE CONTRACT

- 4. This contract constitutes a service contract as referred to in s. 80(1)(a) of the Act between a public health organisation and a medical practitioner.

## FEE-FOR-SERVICE CONTRACT

- 5. This contract is a fee-for-service contract as referred to in s. 82 of the Act.

## CLINICAL PRIVILEGES

- 6. The Visiting Medical Officer's clinical privileges are as specified in **Schedule 1** to this contract.
- 7.
  - (i) The public health organisation may review and vary the clinical privileges of the Visiting Medical Officer at any time, after advice from the relevant Credentials (Clinical Privileges) Subcommittee, and the Medical and Dental Appointments Advisory Committee.
  - (ii) Schedule 1 is to be amended to reflect any variation made to clinical privileges in accordance with clause 7(i), with such amendments to take effect from the date of approval of the variations by the Chief Executive or

delegate.

8. The services provided under this contract shall be consistent with the clinical privileges as so specified.

## **SERVICES**

9. (i) The Visiting Medical Officer shall provide the services (other than emergency after-hours services) specified in **Schedule 2** to this contract consistent with clause 5(1) of the Determination, at the hospitals therein described.
- (ii) Schedule 2 is to include a budget for the provision of such services.
- (iii) Schedule 2:
  - (a) is to be amended to reflect amendments to the services plan made in accordance with clause 5 of the Determination, with such amendments to take effect from the applicable date of effect under that clause;
  - (b) may be amended at any time by written agreement between the Visiting Medical Officer and the public health organisation, with such amendments to take effect from the date specified in the agreement.

## **REMUNERATION**

10. (i) The Visiting Medical Officer shall be remunerated for services actually provided to public patients in accordance with the applicable rates set out at Annexure A to the Determination.
  - (ii) In relation to services other than emergency after-hours services, the remuneration shall be limited to the budget set out at Schedule 2.
11. The Visiting Medical Officer shall be remunerated for services covered by clause 5(5) and 5(14) of the Determination in accordance with the relevant hourly rates applying at that time under sessional Visiting Medical Officer contracts.

## COMPLIANCE WITH NSW HEALTH POLICIES

12. The Visiting Medical Officer shall comply with
- (i) the NSW Health Code of Conduct, currently being Policy Directive PD2005\_626, as amended or reissued from time to time;
  - (ii) such other NSW Health Policy Directives, and public health organisation policies, that are expressed to apply to Visiting Medical Officers (or Visiting Practitioners), as issued and/or amended from time to time.

## EMERGENCY AFTER-HOURS ROSTER

13. The requirements of the public health organisation for the participation of the Visiting Medical Officer on an emergency after-hours medical services roster, consistent with clause 4 of the Determination, may be set down as **Schedule 3** to this contract, or are as otherwise specified by the public health organisation.

## OTHER CONDITIONS OF APPOINTMENT

14. (i) Other conditions of the Visiting Medical Officer's appointment to the public health organisation may be set out in, or as an attachment to, the letter of offer of appointment as a Visiting Medical Officer, provided that those conditions are not inconsistent with the provisions of:
- (a) clauses 1 –13 of this contract;
  - (b) the Determination;
  - (c) applicable legislation including the Act and the Regulation; or
  - (d) the by-laws of the public health organisation;
- and to the extent of any inconsistency arising, such inconsistent conditions of appointment will not apply.
- (ii) The signing of this contract constitutes acceptance of the conditions of appointment by the Visiting Medical Officer.

**SIGNATURES**

Signed on behalf of the public health organisation by:

Signature: .....

Name: .....

Position: .....

Date: .....

In the presence of:

Signature of witness: .....

Name of witness: .....

Signed by the Visiting Medical Officer:

Signature: .....

Full Name: .....

Date: .....

In the presence of:

Signature of witness: .....

Name of witness: .....

**Schedule 1  
Clinical Privileges**

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**Hospital(s)**

**Clinical privileges granted to the  
Visiting Medical Officer in respect of the  
hospital(s)**

**Schedule 2**  
**Services at [insert name(s)] Hospital(s)**  
***(as per clause 5(1) of the Determination)***

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**(1) Services to be provided**

**(2) Services Plan**

**(3) Budget**

**Schedule 3**  
**Emergency After Hours Roster**

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*(This Schedule may be utilised as per clause 4(8) of the Determination)*

# MODEL FEE-FOR-SERVICE SERVICE CONTRACT – PRACTICE COMPANY

**This contract** is made on the *[insert day of the month]* day of *[insert month]* 20\_\_  
**BETWEEN** *[insert the name of the relevant public health organisation]*, ('the public health organisation'),

**AND** *[insert name of the practice company]*, *which* is the practice company by which *[insert name of the medical practitioner]* whose MPO number is *[insert MPO number]* ('the Visiting Medical Officer') conducts his or her practice).

## PREAMBLE

Whereas:

- A. The public health organisation has determined to appoint the Visiting Medical Officer to provide services at certain facilities of the public health organisation, and the Visiting Medical Officer has agreed to accept such an appointment;
- B. The Visiting Medical Officer desires to render such services under a service contract between the public health organisation and the Visiting Medical Officer's practice company, and the practice company is to be remunerated under this contract on the basis of services performed over the period of this contact on a fee-for-service basis as specified in the Determination and this Contract.

## TERM OF THE CONTRACT

1. The term of this contract is to be for the period from *[insert date of commencement]* to *[insert date of expiration]* (being a period not exceeding five (5) years), unless:
  - (i) the contract is terminated earlier in accordance with clause 10 of the Determination;
  - (ii) a longer term (not exceeding ten years) has been approved by the Director General in accordance with clause 7(4) of the Regulation.

## DEFINITIONS

2. (i) 'Act' means the *Health Services Act 1997*.
- (ii) 'Company' means the Visiting Medical Officer's practice company.
- (iii) 'Determination' means the *Public Hospitals (Visiting Medical Officers Fee-for-Service Contracts) Determination 2007*.
- (iv) 'Regulation' means the *Health Services Regulation 2008*.
- (v) The definitions set out in the Act, the Regulation and the Determination apply to the terms used in this contract.

## THE DETERMINATION

3. This contract is made subject to, and incorporates the terms of, the Determination. The Determination is available on the NSW Department of Health's internet site at: [http://www.health.nsw.gov.au/resources/jobs/conditions/awards/FeeforServiceDetermination\\_pdf.asp](http://www.health.nsw.gov.au/resources/jobs/conditions/awards/FeeforServiceDetermination_pdf.asp)

## SERVICE CONTRACT

4. This contract constitutes a service contract as referred to in s. 80(1)(b) of the Act between a public health organisation and a practice company.

## FEE-FOR-SERVICE CONTRACT

5. This contract is a fee-for-service contract as referred to in s. 82 of the Act.

## CLINICAL PRIVILEGES

6. The Visiting Medical Officer's clinical privileges are as specified in **Schedule 1** to this contract.
7. (i) The public health organisation may review and vary the clinical privileges of the Visiting Medical Officer at any time, after advice from the relevant

Credentials (Clinical Privileges) Subcommittee, and the Medical and Dental Appointments Advisory Committee.

- (ii) Schedule 1 is to be amended to reflect any variation made to clinical privileges in accordance with clause 7(i), with such amendments to take effect from the date of approval of the variations by the Chief Executive or delegate.

- 8. The services provided under this contract shall be consistent with the clinical privileges as so specified.

## **SERVICES**

- 9. (i) The Visiting Medical Officer shall provide the services (other than emergency after-hours services), specified in **Schedule 2** to this contract, consistent with clause 5(1) of the Determination, at the hospitals therein described.
- (ii) Schedule 2 is to include a budget for the provision of such services.
- (iii) Schedule 2:
  - (a) is to be amended to reflect amendments to the services plan made in accordance with clause 5 of the Determination; with such amendments to take effect from the applicable date of effect under that clause;
  - (b) may be amended at any time by written agreement between the Visiting Medical Officer and the public health organisation, with such amendments to take effect from the date specified in the agreement.

## **REMUNERATION**

- 10. (i) The Company shall be remunerated for services actually provided to public patients in accordance with the applicable rates set out at Annexure A to the Determination.
- (ii) In relation to services other than emergency after-hours services, the remuneration shall be limited to the budget set out at Schedule 2.

11. The Company shall be remunerated for services covered by clause 5(5) and 5(14) of the Determination in accordance with the relevant hourly rates applying at that time under sessional Visiting Medical Officer contracts.

## **COMPLIANCE WITH NSW HEALTH POLICIES**

12. The Visiting Medical Officer shall comply with
  - (i) the NSW Health Code of Conduct, currently being Policy Directive PD2005\_626, as amended or reissued from time to time;
  - (ii) such other NSW Health Policy Directives, and public health organisation policies, that are expressed to apply to Visiting Medical Officers (or Visiting Practitioners), as issued and/or amended from time to time.

## **EMERGENCY AFTER-HOURS ROSTER**

13. The requirements of the public health organisation for the participation of the Visiting Medical Officer on an emergency after-hours medical services roster, consistent with clause 4 of the Determination, may be set down as **Schedule 3** to this contract, or are as otherwise specified by the public health organisation.

## **PROFESSIONAL INDEMNITY AND PUBLIC LIABILITY INSURANCE**

14.
  - (i) The Company shall maintain medical indemnity insurance and public liability insurance to the levels approved by the Director-General from time to time under section 85(2) of the Act, to cover the liabilities arising from the performance of this contract by the Company or in respect of the Visiting Medical Officer's practice as a medical practitioner under his or her appointment as a Visiting Medical Officer, to the extent that such liabilities are not covered by a contract of liability coverage with the public health organisation.
  - (ii) The Company shall provide the public health organisation at least annually with documentary evidence, satisfactory to the public health

organisation, of the insurance coverage required under sub-clause (i) and shall immediately notify the public health organisation, in writing, of any changes to such insurance coverage, including changes concerning the insurer, the maximum amount payable per claim or any exemption in relation to the medical practice or other activities of the Visiting Medical Officer.

- (iii) The Company shall indemnify the public health organisation against any cost, claim, demand or expense (including the cost of funding or settling any action, claim or demand) made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to any person (including death) or any damage to any property or other financial loss which may arise from any action, event or omission by the Company, its employees or agents, or the Visiting Medical Officer, during the performance of this contract but only to the extent that the claim or demand has not arisen from any negligent act or omission by the public health organisation or its staff, or is not covered by a contract of liability coverage with the public health organisation.

## **OTHER CONDITIONS OF APPOINTMENT**

- 15. (i) Other conditions of the Visiting Medical Officer's appointment to the public health organisation may be set out in, or as an attachment to, the letter of offer of appointment as a Visiting Medical Officer, provided that those conditions are not inconsistent with the provisions of:
  - (a) clauses 1 –14 of this contract;
  - (b) the Determination;
  - (c) applicable legislation including the Act and the Regulation; or
  - (d) the by-laws of the public health organisation;and to the extent of any inconsistency arising, such inconsistent conditions of appointment will not apply.
- (ii) The signing of this contract constitutes acceptance of the conditions of appointment by the Visiting Medical Officer.

**SIGNATURES**

Signed on behalf of the public health organisation by:

Signature: .....

Name: .....

Position: .....

Date: .....

In the presence of:

Signature of witness: .....

Name of witness: .....

Signed on behalf of the Company by the Visiting Medical Officer:

Signature: .....

Full Name: .....

Date: .....

In the presence of:

Signature of witness: .....

Name of witness: .....

**Schedule 1  
Clinical Privileges**

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**Hospital(s)**

**Clinical privileges granted to the  
Visiting Medical Officer in respect of  
that hospital**

**Schedule 2**  
**Services at *[insert name(s)]* Hospital(s)**  
***(as per clause 5(1) of the Determination)***

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**(1) Services to be provided**

**(2) Services Plan**

**(3) Budget**

**Schedule 3**  
**Emergency After Hours Roster**

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*(This Schedule may be utilised as per clause 4(8) of the Determination)*