

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 Secretary 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 2014*.
- (iv) 'Regulation' means the *Health Services Regulation 2013*.
- (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/careers/conditions/Awards/feeforservicedetermination.pdf>

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 PD2015_049, 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:

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

Signature:

Full Name:

Date:

**Schedule 1
Clinical Privileges**

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)

(1) Services to be provided

(2) Services Plan

(3) Budget

Schedule 3
Emergency After Hours Roster

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