

MODEL HONORARY SERVICE CONTRACT (Version A)

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 Registration number is *[insert MED number]* ('the Honorary Medical Officer').

PREAMBLE

Whereas:

- A. the public health organisation has determined to appoint the Honorary Medical Officer to provide services at certain facilities or services of the public health organisation, and the Honorary Medical Officer has agreed to accept such an appointment;
- B. the Honorary Medical Officer is to provide such services on an honorary basis;

it is agreed that the Honorary Medical Officer is appointed on the terms and conditions set out in this contract, which is an honorary contract as referred to in section 84 of the Act.

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 years), unless:
 - (i) the contract is terminated earlier in accordance with clause 13 of this contract;
 - (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) 'Regulation' means the *Health Services Regulation 2013*.
- (iii) The definitions set out in the Act and the Regulation apply to the terms used in this contract.

PROFESSIONAL RESPONSIBILITIES OF THE HONORARY MEDICAL OFFICER

[Delete where not appropriate.]

3. The Honorary Medical Officer shall:
 - (i) be professionally responsible for the proper clinical management and treatment of all patients under the officer's care in the hospital concerned, and shall attend patients admitted under the Officer's care at a frequency appropriate to the clinical needs of those patients;
 - (ii) take reasonable steps to ensure that the clinical records related to the services provided by the officer, and those provided for patients under the officer's care, are maintained adequately and that such completed records include details of diagnosis, treatments and operations performed and a discharge summary completed in the manner determined by the hospital;
 - (iii) participate in the teaching and training of postgraduate medical officers as may reasonably be required by the public health organisation;
 - (iv) participate in committees expressly established or authorised by the public health organisation to which the officer is appointed where reasonably required by the public health organisation for the proper and efficient functioning of the hospital or hospitals concerned;

- (v) participate in an on-call roster for the provision of services to any patient as may reasonably be required by the public health organisation, and when so rostered be readily contactable at all times and be able and prepared to attend the hospital concerned within a reasonable period of time.

CLINICAL PRIVILEGES

- 4. The Honorary Medical Officer's clinical privileges are as specified in **Schedule 1** to this contract.

- 5.
 - (i) The public health organisation may review and vary the clinical privileges of the Honorary 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 5(i) above, with such amendments to take effect from the date of approval of the variations by the Chief Executive or delegate.

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

SERVICES

- 7. The Honorary Medical Officer shall provide the clinical and related services to patients specified in **Schedule 2** to this contract, at the hospitals therein described.

- 8.
 - (i) **Schedule 3** to this contract sets out a services plan for the performance of the services to patients set out at clause 7 above.

- (ii) Schedule 3:
 - (a) is to be reviewed each year by the public health organisation and the Honorary Medical Officer, and may be amended by the public health organisation following that review having regard to the views of the Honorary Medical Officer;
 - (b) may be amended at any time by written agreement between the Honorary Medical Officer and the public health organisation, with such amendments to take effect from the date specified in the agreement.

ON-CALL REQUIREMENTS

- 9. The requirements of the public health organisation for the on call availability of the Honorary Medical Officer, may be set down as **Schedule 4** to this contract, or are as otherwise specified by the public health organisation.

LEAVE OF ABSENCE

- 10 (i) The Honorary Medical Officer shall be entitled to leave of absence during any period he or she is unable to provide services due to illness, provided that he or she shall notify the public health organisation of such incapacity as soon as it is reasonably practicable.
- (ii) The Honorary Medical Officer may have other periods of leave as agreed between the officer and the public health organisation.

RECORD OF SERVICES

- 11. The Honorary Medical Officer shall maintain a record of the services provided to patients by the officer in the form specified by the public health organisation, and provide that record to the public health organisation as required by the public health organisation. *[Insert here if a particular frequency for providing such a record is to be specified.]*

SUSPENSION OF CONTRACT

12. (i) Subject to Chapter 8, Part 4 of the Act, the public health organisation may suspend the appointment of the Honorary Medical Officer where the public health organisation considers it necessary in the interests of the hospital to which the officer is appointed or the services it provides.
- (ii) Where the Honorary Medical Officer is so suspended, the respective rights and obligations of the parties under this contract shall be suspended for the duration of that suspension.

TERMINATION OF CONTRACT

13. This contract shall be terminated:
- (i) upon the expiry of the term for which it was made, or on such earlier date as may be agreed between the Honorary Medical Officer and the public health organisation;
 - (ii) by three months' notice in writing given by either the Honorary Medical Officer or the public health organisation;
 - (iii) if the Honorary Medical Officer ceases to be registered as a medical practitioner;
 - (iv) if a condition is placed on the Honorary Medical Officer's registration as a medical practitioner which in the opinion of the public health organisation substantially precludes the officer from providing services under the contract;
 - (v) if the Honorary Medical Officer becomes permanently mentally or physically incapable of rendering services under the contract;
 - (vi) if the Honorary Medical Officer commits serious and wilful misconduct; or
 - (vii) if the Honorary Medical Officer's appointment is terminated by operation of any Act or regulation.

DISPUTE RESOLUTION PROCEDURE

- 14
- (i) For the purposes of this clause a 'dispute' means any dispute arising between the Honorary Medical Officer and the public health organisation as to any matter arising under or in connection with the contract, excluding a matter relating to a reduction in clinical privileges, or the non-reappointment, or the suspension or termination of appointment, of the Honorary Medical Officer.
 - (ii) A party who wishes to invoke the provisions of this clause must give written notice to the other party to the dispute specifying the nature of the dispute.
 - (iii) On receipt of written notice specifying the nature of the dispute, the parties to the dispute must, within 14 days of receipt of the notice, seek to resolve the dispute by conference.
 - (iv) If the dispute is not resolved within 14 days, or within such further period as agreed between the parties, after the convening of a conference under sub-clause (iii) then the dispute is to be referred to mediation. Each party must serve upon the other the name(s) of a mediator(s).
 - (v) The mediator shall be agreed upon between the parties, or failing agreement, appointed by the President of the Law Society of NSW.
 - (vi) The mediator's fees shall be shared equally between the parties.
 - (vii) The parties to the mediation may be supported by persons of the parties' choice. However, parties are not to be legally represented unless both parties agree that legal representation is appropriate.

COMPLIANCE WITH NSW HEALTH POLICIES

15. The Honorary Medical Officer shall comply with
- (i) the NSW Health Code of Conduct, currently being Policy Directive PD2012_018, 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 Honorary Medical Officers (or Visiting Practitioners), as issued and/or amended from time to time.

OTHER CONDITIONS OF APPOINTMENT

16. (i) Other conditions of the Honorary 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 Honorary Medical Officer, provided that those conditions are not inconsistent with the provisions of:
- (a) clauses 1 –15 of this contract;
 - (b) applicable legislation including the Act and the Regulation; or
 - (c) 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 Honorary 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 Honorary Medical Officer:

Signature:

Full Name:

Date:

In the presence of:

Signature of witness:

Name of witness:

**Schedule 1
Clinical Privileges**

Hospital(s)

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

**Schedule 2
Services**

Hospital(s)

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

**Schedule 3
Services Plan**

**Schedule 4
On-Call Roster**
