

# MEDICAL PRACTITIONER IN TRAINING MODEL HONORARY SERVICE CONTRACT (Version B)

**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.

## 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 the contract is terminated earlier in accordance with clause 12 of this contract.

## **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.

## **NATURE OF CONTRACT**

3. This contract is an honorary contract as referred to in section 84 of the Act. Notwithstanding that the public health organisation may act as the agent of a third party in the provision of a stipend or other payments to the Honorary Medical Officer, the services provided pursuant to this contract are not provided for monetary remuneration by or on behalf of the public health organisation.

## **PROFESSIONAL RESPONSIBILITIES OF THE HONORARY MEDICAL OFFICER**

*[Delete where not appropriate.]*

4. The Honorary Medical Officer shall:
  - (i) take reasonable steps to ensure that the clinical records related to the services provided by the officer, are maintained adequately and that such completed records include details of diagnosis, treatments and a discharge summary completed in the manner determined by the hospital;
  - (ii) 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;
  - (iii) comply with the general conditions of clinical practice applicable at the unit or department where the officer provides services;
  - (iv) at all times conduct his or herself in a manner which is courteous and respectful towards patients, their families and relatives, and other staff of

- the hospital; and
- (v) ensure that all services provided to patients are consistent with any instructions issued by the officer's supervisor, or unit or department director, and any conditions imposed on the officer by the Medical Board of Australia.

- 5. The Honorary Medical Officer does not have the right to admit patients to a hospital.

## **CLINICAL PRIVILEGES**

- 6. The Honorary Medical Officer's clinical privileges are as specified in **Schedule 1** of this contract.
- 7.
  - (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 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 Honorary Medical Officer shall provide the clinical and related services specified in **Schedule 2** to this contract, at the hospitals therein described.

## **ON-CALL REQUIREMENTS**

10. The requirements of the public health organisation for the on call availability of the Honorary Medical Officer, may be set down as **Schedule 3** to this contract, or are as otherwise specified by the public health organisation.

## **LEAVE OF ABSENCE**

11. (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.

## **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 one 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 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 sessional contract;
- (vi) if the Honorary Medical Officer commits serious and wilful misconduct;
- (vii) if the Honorary Medical Officer is working in Australia under a visa and the visa is revoked or the conditions of a visa are changed so that it is not possible for the Honorary Medical Officer to continue to provide services to the public health organisation; or
- (viii) if the Honorary Medical Officer's appointment is terminated by operation of any Act or regulation.

## **COMPLIANCE WITH NSW HEALTH POLICIES**

14. 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;
  - (iii) all reasonable directions and instructions provided to the Honorary Medical Officer by or on behalf of the public health organisation, including such directions and instructions from any person who has a supervisory role in relation to the Honorary Medical Officer.

## **SERVICES TO PRIVATE PATIENTS**

15. The Honorary Medical Officer shall provide services to both public and private patients as required by the public health organisation. The Honorary Medical Officer must not bill or charge private patients, nor accept any payments in respect of, services provided specifically to private patients.

## **INDEMNITY**

16. The Honorary Medical Officer is indemnified through the Treasury Managed Fund against liability arising from any acts or omissions committed in the course of the provision of services to public and private patients under this contract, other than in respect of any claim arising out of any illegal activity, or of any fraudulent, dishonest or malicious conduct, act or omission committed by the Honorary Medical Officer.

## **OTHER CONDITIONS OF APPOINTMENT**

17. (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 –16 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**

---

<b>Hospital(s)</b>	<b>Clinical privileges granted to the Honorary Medical Officer in respect of the hospital(s)</b>  (e.g. to work in the speciality of ..... at the level of registrar)
--------------------	--

**Schedule 2  
Services**

---

<b>Hospital(s)</b>	<b>Services to be provided at the hospital(s)</b>  (e.g principal accountabilities, key tasks and other responsibilities, possibly based on a position description; or as set out in an attached position description)
--------------------	---

**Schedule 3  
On-Call Roster**

---