



Queensland
Government

VISITING MEDICAL OFFICER

CONTRACT OF EMPLOYMENT

BETWEEN

HHS Name/Department of Health

AND

MEDICAL OFFICER

Medical Officer Name

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PREAMBLE

Queensland's senior medical staff lead a public health system that is considered to be one of the best in the world for the provision of sustainable, quality patient care.

A key to maintaining this standard of service and meeting the future challenges of growing demand is a flexible and fair employment system. A system that provides simplified engagement and remuneration arrangements that can sufficiently accommodate the differences in service delivery; the balance between public and private work; deliver incentives for rural and remote; and provide continuing employment through a contract framework designed to enhance attraction and retention.

A contemporary contract of employment can achieve this objective by providing the flexibility for employment arrangements that can adapt to a range of individual circumstances and service delivery needs.

Individual, performance based employment contracts can:

- + align the work of the senior medical workforce with the goals of the Service
- + support our clinicians to achieve the best standard of healthcare
- + provide the capacity to match service delivery needs with flexible working arrangements for individual doctors and service groups
- + enable the Service to optimise their business model to gain the greatest advantage from funding changes and private practice billing arrangements for the doctor and the Service
- + financially recognise medical staff for the worth of their work while providing the Service with enhanced capability to recruit and retain key staff.

The contract is a commitment by both health service management and its most senior staff to review and regularly discuss the contributions of each individual and team to the effectiveness of the local health service. It also enables greater opportunity for input into how the Service can better support medical staff and how, through collaboration, the health services provided to Queenslanders may be continually improved.

Through the introduction of individual employment contracts, our doctors can look forward to a long, productive and rewarding future in the Queensland public health system.

WORKING WITH US

1. Background

- A. The Medical Officer has been appointed under section 74A of the Act.
- B. Section 74B(2) of the Act provides that the Medical Officer's contract of employment must be entered into with the Health Service Chief Executive for an employee of a Hospital and Health Service or the Director-General for a Medical Officer employed by the Department.
- C. The term 'Service' used throughout this Contract (including its schedules) is a reference to the employing entity referred to in Item 4 or Schedule 2.
- D. The term 'HSCE' used throughout this Contract (including its schedules) is taken to be a reference to the Director-General when the Department is the employing entity referred to in Item 4 of Schedule 2.

2. Appointment

The Medical Officer is appointed to the Position. The Medical Officer's employer is specified in Item 4 of Schedule 2. If the Medical Officer was an employee of a Health System Employer and is appointed by the Service pursuant to this Contract without a break in the Medical Officer's service, then the Medical Officer is entitled to:

- (a) all leave entitlements and superannuation that would have accrued to the Medical Officer because of the Medical Officer's employment with the Health System Employer; and
- (b) the Medical Officer's continuity of service is not interrupted, including for the purposes of accruing leave entitlements and superannuation, except that the Medical Officer is not entitled to claim the benefit of a right or entitlement more than once in relation to the same period of service.

3. Contract term

This Contract will apply from the Commencement Date until it is terminated by either party in accordance with clause 23. The Contract may be varied by written agreement between the parties.

4. Relationship with other conditions

- (1) This Contract (including its schedules) will be read in conjunction with the Queensland Employment Standards contained in the *Industrial Relations Act 1999*. To the extent of any inconsistency, the provision more favourable to the Medical Officer will apply.
- (2) Other terms and conditions of employment from the following sources may also apply:
 - (a) the Act;
 - (b) the Applied Public Service Law;
 - (c) Health Employment Directives; and
 - (d) Policies of the Service and the Department.
- (3) This Contract is a high-income guarantee contract for the purposes of section 193 of the *Industrial Relations Act 1999*.

5. Location

- (1) The Medical Officer will initially be located in the place specified in Item 5 of Schedule 2 and may be reasonably required to perform their Core Hours Duties at other locations within the Service following consultation with the Medical Officer. The Medical Officer must be appropriately credentialed and awarded scope of practice to perform work in other locations within the Service. The Service will reimburse reasonable expenses for travel within the Service in accordance with the Department of Health policies. Work performed outside of Core Hours in other locations is by agreement.

- (2) Where the Service identifies a need for a Medical Officer at a location within the Service which requires the Service to relocate the Medical Officer within the Service:
- (a) the Service will consult with suitable Medical Officers and call for an expression of interest in relocation from suitable Medical Officers and the Medical Officer may nominate to relocate;
 - (b) if an inadequate number of Medical Officers nominate to work in the location, the Medical Officer will be consulted in relation to working at the alternative location;
 - (c) the Medical Officer may agree to work at the alternative location;
 - (d) if the Medical Officer can establish reasonable grounds for refusing the request to relocate based on their personal circumstances, the Medical Officer may decline to work at the alternative location;
 - (e) reasonable notice of the relocation will be provided to the Medical Officer;
 - (f) if agreement cannot be reached, the Medical Officer may access the grievance/dispute resolution process outlined in clause 9.

6. Medical Officer responsibilities and functions

- (1) The Medical Officer will:
- (a) work collaboratively as a team member of the Service;
 - (b) comply with the applicable legislative requirements;
 - (c) perform the Duties of the role (as prescribed in Schedule 1 of this Contract) and any other duties for which they are registered in the State of Queensland that are within the Medical Officer's skills, qualifications and competencies as reasonably required by the Service from time to time;
 - (d) comply with the Medical Officer's performance plan, and meet performance standards and criteria (if any) set by the Service which includes compulsory attendance at performance review meetings;
 - (e) comply with the Code of Conduct for the Queensland Public Service;
 - (f) comply with all applicable professional obligations and standards of conduct including the "Good Medical Practice: A Code of Conduct for Doctors in Australia";
 - (g) subject to this Contract, devote the Medical Officer's time and attention during the hours of work to performing the Duties under this Contract as required by the Service and to assisting in achieving the Service performance targets;
 - (h) undertake any training, education or other activity necessary to maintain the Medical Officer's expertise and qualifications during the Medical Officer's employment or as required by the Service;
 - (i) report to their manager from time to time on administrative matters;
 - (j) where relevant, engage in and/or facilitate the ongoing teaching and training of both medical and non-medical staff;
 - (k) implement and support clinical models of care and patient safety initiatives as required including supporting alternative revenue sources where granted, and maximising funding for the delivery of service; and
 - (l) comply with lawful and reasonable directions of the Service.

- (2) The Medical Officer is subject to the reasonable directions of the Service in exercising or performing the Medical Officer's functions within their scope of practice. The Service respects the Medical Officer's professional ability to exercise clinical autonomy within their scope of practice.
- (3) The Medical Officer and the HSCE or Nominee may agree that the Medical Officer may undertake a secondary appointment in addition to the appointment in clause 2. Where this is agreed, the terms and conditions of the secondary appointment will be as provided in this Contract. However, the parties may agree to particular Tier 2 remuneration arrangements and performance indicators to apply to the secondary appointment. Any such arrangements will be agreed in advance in writing in the form set out in Schedule 2 to this Contract.

7. Medical Officer's warranties

The Medical Officer warrants that:

- (a) by entering into this Contract and performing the Duties under it, the Medical Officer will not breach any other obligation binding on the Medical Officer, including any confidentiality or restraint of trade obligation owed to a former employer; and
- (b) the Medical Officer has the registration and credentials determined by the Service to be necessary to perform their Duties and will supply relevant documentation to the Service.

8. Credentialing

- (a) The Service will award a Medical Officer the scope of clinical practice that is appropriate to their credentials, performance of their role and the Service's clinical services capability framework. The Service will review the Medical Officer's scope of clinical practice for the purpose of its renewal at required intervals.
- (b) The Medical Officer will notify the Service of any changes to registration or status of their credentials which may impact the awarded scope of practice of the Medical Officer. If a Medical Officer's credentials, role or the Service's clinical services capability framework change, the Service will review the scope of clinical practice to reflect current circumstances.
- (c) The parties will do all things necessary to ensure that the Medical Officer's scope of clinical practice is current.

9. Grievance/dispute resolution

- (1) The Department's Policy E12, *Grievance Resolution*, as amended from time to time, applies to the Medical Officer and the Service.
- (2) The parties are committed to a cooperative, locally focused, grievance or dispute resolution process. To assist both resolution of workplace issues and matters arising from the application of this Contract, the following process applies:
 - (a) In the first instance, resolution should be attempted with the Medical Officer's direct manager. Where the dispute is with the direct manager, resolution should be attempted with the manager's supervisor.
 - (b) Where the dispute remains unresolved, the matter will be referred to the HSCE or delegate, or Director-General or delegate, for a Medical Officer employed by the Department for resolution. A Medical Officer not employed by the Department or an employee of a Hospital and Health Service cannot refer a matter to the Director-General.

- (c) Where the matter continues to be unresolved, by agreement, the matter may be referred for private mediation or other agreed alternative dispute resolution process. Where agreement is reached to engage a private mediator or other agreed person, the service will pay the cost of the mediator or other agreed person. If the Medical Officer seeks mediation or alternative dispute resolution (including arbitration) under this clause 9(2)(c) of the Contract, the Service will agree to a process of mediation or alternative dispute resolution.
- (d) The Service and Medical Officer agree to be bound by the outcome of the mediation or alternative dispute resolution process.
- (e) If the Medical Officer elects to have binding arbitration of the dispute, the matter will be referred to the Director-General who will request a Deputy President of the Queensland Industrial Relations Commission (or their delegate) be appointed to arbitrate the matter. The arbitration will be conducted pursuant to the procedures in Health Employment Directive 8/14 as at 4 August 2014.
- (f) The parties may elect to have a support person accompany them, or an advocate represent them, during the mediation or alternative dispute resolution process.

YOUR BENEFITS

10. Remuneration

- (1) The Medical Officer's Total Remuneration Framework, including Base Salary, is set out in Schedule 2.
- (2) The remuneration framework for Medical Officers may be determined by the Service from time to time in accordance with applicable legislation, directives and the Total Remuneration Framework which presently comprises the following elements:
 - (a) Base Salary;
 - (b) Tier 1 which includes compensation for fuel and professional development allowance (as applicable. Refer to Schedule 2); and
 - (c) Tier 2 which includes annualised workplace flexibility compensation for attendance at work outside Core Hours as clinically necessary, including on call. Overtime (as recorded in Schedule 2) will be paid on an exception basis or as an additional component of an annualised salary, where agreed. Recall will be paid on an exception basis. The method of remuneration will be recorded in Schedule 2.
- (3) The Medical Officer may be entitled to other benefits prescribed by a Health Employment Directive, policy or Ruling. The remuneration attached to Tier 2 will be set by the Service and may be reviewed and varied as required by the Service from time to time having regard to its operational requirements and in accordance with the Total Remuneration Framework. Where there is an ongoing and significant change to work patterns, Tier 2 benefits will be reviewed and changed to accord with the changed work patterns.

11. Superannuation

- (1) Subject to federal legislation, the Service must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (2) If federal legislation provides for choice of fund rights and the Medical Officer does not choose a fund in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth), the Service will direct contributions to the fund prescribed by the *Superannuation (State Public Sector) Act 1990*.

12. Salary sacrifice

The Medical Officer may enter into salary sacrifice arrangements with the Service as outlined in the “Visiting Medical Officers – Terms and Conditions of Employment.”

13. Purpose of remuneration

The Medical Officer:

- (a) acknowledges that the Medical Officer's Total Remuneration Framework is not a rate of pay for Core Hours on which penalties or other entitlements under an industrial instrument or legislation may be calculated;
- (b) acknowledges that the Total Remuneration Framework as outlined in clause 10 and benefits provided under this Contract are the full benefits payable to the Medical Officer in respect of their employment and are paid in full satisfaction of any obligations to make payments for overtime, penalty rates, leave loading, allowances or other monetary benefits to the Medical Officer under any legislation, award or agreement, including any statutory minimum hourly rate;
- (c) agrees that the Total Remuneration Framework (including cash and non-cash benefits) will be used to set-off or satisfy to the maximum extent possible any entitlements contained in an industrial instrument (e.g. award) or legislation that is, or that becomes, applicable to the Medical Officer's employment; and
- (d) authorises the Service to make deductions from the Medical Officer's Total Remuneration Framework and any sum payable to the Medical Officer on termination of employment in accordance with clause 23.

14. Review of remuneration

The Medical Officer's Total Remuneration Framework will be reviewed as part of the annual performance review cycle in accordance with clause 19. The review may not result in an increase in the Medical Officer's remuneration where the Medical Officer's performance has been documented as unsatisfactory during the performance review period in accordance with sub-clause 19(4).

YOUR TIME AT WORK

15. Hours of work

- (1) The Medical Officer must devote the Medical Officer's time, attention and skill exclusively to the business of the Service during the Core Hours and at other times reasonably necessary to fulfil the Medical Officer's Duties and meet the needs of the Service.
- (2) The Medical Officer's Core Hours will be as agreed and outlined in Schedule 2 of this Contract. However, based on the Service's operational requirements, the Medical Officer may be required to work hours in addition to Core Hours, remain on call outside Core Hours or be recalled for duty outside Core Hours including in the evening, overnight or on weekends. The Medical Officer's Tier 2 remuneration elements are compensation for availability, or work performed, outside of Core Hours. Excessive hours, whether worked or on call, will be monitored and managed in accordance with the fatigue provisions of this Contract.
- (3) If the Service has been unable to provide the required number of pre-arranged services or cancels a session, the Medical Officer will not be financially disadvantaged. This does not apply to the closure of services over the Christmas/New Year period.
- (4) The Service may change the Medical Officer's rosters in consultation with the Medical Officer, having due regard to the impact on clinical practice by giving the Medical Officer at least three months' notice (or fewer if the roster change is agreed between the parties).

- (5) Where the Medical Officer regularly works additional hours, the Medical Officer and the Service shall review and may amend the Contract to increase the hours of work to reflect the hours worked by the Medical Officer where required by the Service.
- (6) Notional hours are included in Core Hours.
- (7) It is acknowledged that due to the nature of the work of a Visiting Medical Officer, the Medical Officer may be required, in an emergency, to attend patients outside of the public system, during their Core Hours.
- (8) Where the Service proposes a change to the roster:
 - (a) agreement will be sought from the Medical Officer;
 - (b) the Medical Officer may agree to work the proposed roster;
 - (c) the Medical Officer can refuse the proposed roster if the Medical Officer establishes reasonable grounds which include, for example the inability to manage care arrangements, any adverse effects on the Medical Officer's practice outside of the public system, or where the risk of fatigue cannot be mitigated;
 - (d) if agreement cannot be reached, the Medical Officer may access the grievance/dispute resolution process outlined in clause 9; and
 - (e) the Medical Officer will be provided with three months' notice of change to the roster.

16. Meal breaks

Medical Officers are expected to manage their meal breaks in accordance with operational and clinical requirements.

17. Fatigue-related matters

The Service is required to have an open and transparent fatigue management strategy in place for Medical Officers. Any fatigue-related matters will be managed in cooperation between the Medical Officer and their relevant manager to ensure the health and safety of both patients and the Medical Officer. Excessive on call hours and hours of work are to be managed in accordance with best practice fatigue management, the Department's Policy I1, *Medical Fatigue Risk Management System*, as amended from time to time, and the Service's fatigue management strategy.

18. Relieving

In emergent circumstances, the Service may require the Medical Officer to perform duties associated with a role other than their own, on a temporary basis, within Core Hours or as otherwise agreed, subject to the Medical Officer being appropriately credentialed, awarded scope of clinical practice, registered and holding qualifications necessary for the role.

19. Review of performance

- (1) The Medical Officer's performance will be reviewed by the HSCE or Nominee, at least annually or at other intervals agreed between the Medical Officer and the HSCE or Nominee. The Medical Officer must participate in the performance reviews. The HSCE or Nominee may set performance objectives in a performance plan in consultation with the Medical Officer taking into account any matters raised by the Medical Officer.
- (2) Performance indicators applicable to the Medical Officer's role, including clinical and business accountability indicators and the performance and productivity indicators applicable to the Medical Officer's public and private clinical activities, will be developed and varied by agreement between the Medical Officer and the Service. If agreement cannot be reached, the Medical Officer may access the dispute resolution process outlined in clause 9.

- (d) not disclose Personal Information without the prior written consent of the Service, unless required by law;
 - (e) not transfer any Personal Information outside of Australia without the prior written consent of the Service, unless required by law;
 - (f) not perform, or omit to perform, any act which may result in the Service breaching its obligations;
 - (g) fully cooperate with the Service to enable the Service to respond to applications for access to, or amendment of, a document containing a person's Personal Information and to privacy complaints;
 - (h) immediately notify the Service if they become aware that the disclosure or transfer of Personal Information is or may be required by law;
 - (i) comply with such other privacy and security measures as the Service reasonably advises them from time to time; and
 - (j) upon expiry or termination of this Contract or request by the Service, promptly return any Personal Information to the Service.
- (2) The Medical Officer must immediately notify the Service upon becoming aware of a breach or suspected breach by any person of the Privacy Law or this clause.

22. Confidential Information and Intellectual Property

- (1) This clause does not displace the Medical Officer's confidentiality obligations under the Act.
- (2) The Medical Officer must:
- (a) keep confidential all Confidential Information;
 - (b) comply with all measures established by the Service to safeguard Confidential Information from access or unauthorised use or disclosure; and
 - (c) use the Medical Officer's best endeavours to prevent the unauthorised use or disclosure of Confidential Information within the control of the Medical Officer by any person.
- (3) The Medical Officer must not use or disclose any Confidential Information or make a copy or any other record of any Confidential Information except:
- (a) in the proper performance of the Medical Officer's Duties while employed by the Service;
 - (b) as required by law;
 - (c) with the Service's prior written consent; or
 - (d) for the purposes of obtaining professional advice on a confidential basis about the Medical Officer's rights and obligations under this Contract.
- (4) The Medical Officer agrees that immediately upon a request made by the Service, the Medical Officer will deliver to the Service all copies of Confidential Information, and delete all electronic copies of Confidential Information that the Medical Officer has in the Medical Officer's possession or under the Medical Officer's control.

- (5) The Medical Officer agrees that any and all rights and interests they may have in any Intellectual Property produced, invented or conceived by them in the course of their employment or in connection with the Medical Officer's Duties performed for the Service (whether alone or jointly with another person and whether before or after the date of this Contract) automatically vests in the Service without any requirement to make payment to the Medical Officer, unless a written agreement provides otherwise.
- (6) Without limiting clause 22(5), where the Service authorises or permits a Medical Officer to participate in research activities, whether such activities are undertaken directly by the Service, jointly by the Service and a third party or by a third party in collaboration with the Service, any Intellectual Property produced, invented or conceived by the Medical Officer in the course of those activities automatically vests in the Service, unless there is a prior written agreement with the Service otherwise providing for the Intellectual Property rights arising from the activity. For the avoidance of doubt, this clause applies whether or not the activities are funded by the Service and/or grants obtained by the Service or a third party.
- (7) If the Medical Officer is engaged to provide services in any capacity (including as an employee or independent contractor) to or by an entity other than the Service and not in connection with the Medical Officer's Duties performed for the Service under clause 22(5) or 22(6), this clause does not apply to any Intellectual Property produced, invented or conceived by them in the course of that engagement.
- (8) The Medical Officer must disclose to the Service any of the Intellectual Property that is the subject of clause 22(5) promptly after it is brought into existence.
- (9) If a dispute arises, the Medical Officer may access the grievance/dispute resolution process outlined in clause 9.
- (10) The Medical Officer must, at the Service's expense, sign all documents and do all other things reasonably necessary to:
 - (a) enable the Service or its Nominee to register any Intellectual Property anywhere in the world; and
 - (b) effect or perfect the transfer to the Service, or its Nominee, of the Medical Officer's rights and interests in any of the Intellectual Property that is the subject of clause 22(5).
- (11) The Medical Officer irrevocably appoints the Service to be their attorney to do in the Medical Officer's name on their behalf any of the things the Medical Officer is required to do under clause 22(10).
- (12) This clause survives termination of this Contract to the extent permitted by law.

ENDING THE EMPLOYMENT

23. Termination of employment

- (1) Subject to clause 23(7) any time during the first twelve months of employment, the Medical Officer or the Service may terminate the Medical Officer's employment by giving four weeks' notice in writing.
- (2) Subject to clauses 23(1) and (3), either the Medical Officer or the Service may terminate the Medical Officer's employment at any time by giving to the other the following notice:
 - (a) if the Medical Officer has at least one, but less than five years' continuous service – three months' notice in writing;
 - (b) if the Medical Officer has at least five years' continuous service – six months' notice in writing, or three months' notice in writing, if so elected by the Medical Officer in Item 16 of Schedule 2.
- (3) The Service must advise the Medical Officer of any concerns that it considers may constitute grounds for termination of employment prior to notice being given under clause 23(1) or 23(2), or termination under clause 23(7).

- (4) The Medical Officer will be provided with an opportunity to address any concerns before any decision to terminate the employment is implemented.
- (5) If notice under clause 23(1) or 23(2) is given to a Medical Officer, the Medical Officer may, within seven days after notice is received, submit to the Service a request in writing that notice be withdrawn and any information the Medical Officer seeks to have taken into account in support of the request. The Service will, consider as quickly as practicable, any information provided and may agree that notice be withdrawn if it considers it appropriate in the circumstances.
- (6) By written agreement between the parties, the notice period may be reduced.
- (7) The Service may terminate the Medical Officer's employment at any time without notice if:
- (a) the Service finds that the Medical Officer has engaged in serious misconduct, which has its ordinary meaning at law, and includes but is not limited to:
 - (i) wilful or deliberate conduct inconsistent with the continuation of the employment contract; or
 - (ii) theft, fraud or dishonesty that undermines the Service's trust and confidence in the Medical Officer; or
 - (iii) misrepresentation of qualifications or employment history; or
 - (iv) intoxication at work;
 - (b) the Medical Officer wilfully disobeys a lawful and reasonable direction;
 - (c) the Medical Officer demonstrates gross neglect of duty or incompetence;
 - (d) the Medical Officer's registration is restricted or they are no longer validly credentialed such that they are unable to perform the inherent requirements of the role, notwithstanding that consideration will be given to the circumstances where the restriction is of a temporary or transitory nature;
 - (e) taking into account the Duties of the Medical Officer and relevant health and safety legislation and policies, the Medical Officer engages in conduct that causes, or may cause, imminent and serious risk to the health or safety of a person.
- (8) If the Medical Officer does not give the Service notice in accordance with this clause, the Medical Officer authorises the Service to withhold or deduct from any sum payable to them on termination, the value of their Base Salary during the part of the notice period not given, provided that the deduction is not unlawful.
- (9) If either the Medical Officer or the Service gives notice of termination, without limiting the Service's rights, the Service may do all or any of the following:
- (a) while taking into account the continuity of service delivery, terminate the Medical Officer's employment immediately or at any time during the notice period, by making payment of an amount equivalent to Base Salary and Tier 1 to the Medical Officer in lieu of any part of the notice period not worked;
 - (b) direct the Medical Officer not to attend the workplace and other places at any time during the notice period;
 - (c) direct the Medical Officer not to perform all or some of their Duties during the notice period;
 - (d) direct the Medical Officer to perform duties other than the Duties they usually perform, provided that they have the necessary skills to perform the Duties;
 - (e) direct the Medical Officer not to access the Service's computer systems or other technology; and
 - (f) direct the Medical Officer to return all property belonging to the Service.

- (10) In respect of any disciplinary action to be taken against the Medical Officer, the Service is to refer to the Department's Policy E10, *Discipline*, which includes the application of natural justice, for guidance about the disciplinary process to be followed. This includes the circumstance where the Medical Officer is charged with an offence. The Service may suspend the Medical Officer, either on normal pay or without pay, if the Service reasonably believes the Medical Officer is liable to disciplinary action.
- (11) If the Medical Officer's employment is terminated following implementation of clause 23(3) and 23(4), the Medical Officer may, after having exhausted the process in clause 23(5) (if applicable) appeal the termination decision to the Director-General. This appeal must be made within 21 days after written notification of the termination decision being given under clause 32.
- (12) If a Medical Officer makes an appeal under clause 23(11), the Director-General will request a Deputy President of the Queensland Industrial Relations Commission (or their delegate) be appointed to independently arbitrate the appeal of the termination decision to determine whether or not the termination was harsh, unjust or unreasonable. This right of appeal relates to termination of employment under clause 23(1), 23(2) or 23(7).
- (13) In conducting an appeal under this clause, the arbitrator must apply the procedures applicable to a claim made under section 73(1)(a) of the IR Act as at 4 August 2014 and may only award those remedies applicable to such a claim.
- (14) The Service and the Medical Officer agree to be bound by the appeal process.
- (15) The parties may elect to have a support person accompany them, or an advocate represent them, during the appeal process.
- (16) This clause survives termination of this Contract.

24. Consent to deduction from termination pay

- (1) Any amounts demonstrated to remain payable to the Service at the date of cessation of employment become immediately due and payable as a debt to the Service in accordance with the Department's overpayment processes.
- (2) The Service may deduct any demonstrated amount attributable to unauthorised absences, any overpayment or outstanding interim cash loan from any amounts due to the Medical Officer, including salary and accrued leave entitlements, at the date of separation. If the value of the outstanding overpayment balance or outstanding interim cash loan is in excess of the total amount owing to the Medical Officer at termination, the Medical Officer will pay the Service the balance of any outstanding overpayment balance or outstanding interim cash loan within seven days of the date of separation.
- (3) This clause survives termination of this Contract.

MEDICAL OFFICER SPECIFIC CONDITIONS

25. Indemnity

Arrangements in relation to indemnity of the Medical Officer are outlined in the Department's Policy I2, *Indemnity for Queensland Health Medical Practitioners*, as amended from time to time.

26. Clinical support time

- (1) The Service acknowledges medical education, teaching, training and research are part of its core business. Therefore, as part of Core Hours, a Medical Officer may have access to clinical support time in accordance with operational requirements, at the discretion of the Service. The timing of clinical support time will be set by the Medical Officer's manager. Specific provisions for clinical support time may be included in Schedule 1.

- (2) Clinical support activities will be undertaken at the place of work of the Service unless prior approval is obtained from the relevant manager.
- (3) Medical Officers will not derive an income from activities during clinical support time other than through the Service except honorariums received for discharging duties for professional associations.

27. Professional development leave

- (1) In the interests of patient and doctor safety and innovation, the Medical Officer must access the professional development necessary to contribute to the maintenance or enhancement of professional knowledge, skills and scope of clinical practice in line with their role.
- (2) Professional development is to be discussed as part of a performance process paying due attention to both the Medical Officer's needs and the clinical circumstances in which they practise. Further, professional development activities must reasonably provide value to the Service as well as to the individual Medical Officer. Professional development leave is paid leave established to contribute to the requirements for the appropriate registration, credentialing and/or the professional development of the Medical Officer.
- (3) A Medical Officer may accrue up to four weeks' professional development leave per year which may accumulate up to a maximum of 40 weeks. Accrued professional development leave is not paid out on termination of employment.
- (4) Professional development leave will be subject to the prior approval of the Executive Director Medical Services, Clinical Director or relevant manager and will form part of the Medical Officer's performance plan.
- (5) Where the Service has identified during performance planning and/or review discussions a need for the Medical Officer to participate in certain professional development activities to address or improve performance issues, the Service may require the Medical Officer to undertake professional development activities and may require the Medical Officer to take professional development leave for such periods as is necessary.
- (6) By agreement with the Executive Director Medical Services, Clinical Director or relevant manager, the Medical Officer may utilise accrued professional development leave to undertake professional development activities outside of Core Hours provided that the delivery of services is not unreasonably affected.
- (7) Tier 1 benefits contribute to the cost to the Medical Officer for all professional development activities approved or required to be undertaken and the Service will not otherwise be liable for any payment in respect of such activities.

28. Private practice

- (1) Private practice arrangements are detailed in Schedule 3.
- (2) Except where clinical priorities require otherwise, if there is a potential conflict between the Medical Officer's public practice duties and their private practice commitments, if granted, the Medical Officer must first comply with their public practice duties.

FORMAL PROVISIONS

29. Amendments

- (1) Any variation to this Contract may only be made by written agreement between the parties to this Contract.

30. Entire agreement

- (1) This Contract supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.
- (2) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion has no effect except to the extent expressly set out or incorporated by reference in this Contract.

31. Governing law and jurisdiction

- (1) Queensland and Commonwealth law governs this Contract.
- (2) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

32. Notices

- (1) Any notice, notification, direction, consent or approval required to be given under this Contract must be in writing and may be delivered by hand, sent by prepaid post, faxed or emailed to the respective address specified in Items 14 and 15 of Schedule 2 or such other addresses as a party may notify to the other from time to time.
- (2) A notice may be delivered by hand to the addressee personally at any place.
- (3) Subject to clause 32(1), a notice will be deemed to have been given:
 - (a) if delivered by hand – on the date of delivery; or
 - (b) if mailed – the day which is two business days after the notice was posted; or
 - (c) if faxed – on the date on which the sender's fax machine records an apparently successful transmission; or
 - (d) if emailed – on the date of the email.
- (4) A fax or email sent after 5.00pm will be deemed to have been given at 9.00am on the next business day.

33. General provisions

- (1) A failure by the HSCE or Nominee at any time to enforce a clause of this Contract, or a forbearance, delay or indulgence granted by the HSCE to the Medical Officer, does not constitute a waiver of the Service's rights.
- (2) No provision of this Contract may be waived unless the waiver is in writing.
- (3) A waiver by the HSCE or Nominee of a breach of any provision of this Contract will not operate as a waiver of any subsequent breach of the same provision or as a waiver of any other provision.
- (4) If any part of this Contract is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Contract and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

34. Definitions

Act means *Hospital and Health Boards Act 2011* (Qld);

Applied Public Service Law has the same meaning as it does in the Act;

Base Salary means the amount prescribed in Item 8a of Schedule 2;

Clinical support time means time allocated during Core Hours for duties that are not directly related to individual patient care;

Commencement Date means the date noted in Item 3 of Schedule 2;

Confidential Information includes all oral, written and electronic information, comments, conversations, observations, documents, notes, letters, emails, reports, specifications, policies, data, research or any other type of information that is not in the public domain and is acquired by the Medical Officer in the course of employment with the State and/or the Service;

Contract includes this document and any schedules to it;

Core Hours means contracted hours from 7am to 6pm;

Department means the department administering the Act;

Director-General means the Chief Executive of the department administering the Act;

Duties means the duties outlined in Schedule 1;

Health Employment Directive has the same meaning as in the Act;

Health Service Chief Executive is the Chief Executive of the Hospital and Health Service in accordance with the meaning set out in the Act;

Health System Employer has the same meaning as in the Act;

HSCE means: (a) the Health Service Chief Executive; or (b) if the employer referred to in Item 4 of Schedule 2 is the Department, the Director-General;

Intellectual Property means all present and future intellectual or industrial property anywhere in the world (whether registered, unregistered or unregistrable) including inventions, ideas, concepts, discoveries, data, databases, secret processes, formulae, scientific and technical information, Confidential Information, trademarks, business names, company names, service marks, copyright, designs, patents, knowhow and trade secrets;

IR Act means the *Industrial Relations Act 1999* (Qld);

Location means the location of the Position as specified in Item 5 of Schedule 2;

Medical Officer means Visiting Medical Officer noted at Item 2 of Schedule 2;

Nominee means the HSCE's authorised delegate;

Notional hours means predetermined periods of time expressed in hours per week, and approved by the employer, to provide services other than during sessional services, on call, call back or continuation of duty. These sessions would apply for extended periods and not normally relate to short term requirements and may include such matters as self-initiated attendance and post operative follow-up. Approved notional sessions continue to be paid during periods of recreation, paid sick, long service, professional development, examiners, council, bereavement and paid parental leave and are superannuable for occupational superannuation purposes;

NPPs means the National Privacy Principles in the *Information Privacy Act 2009* (Qld);

Personal Information has the meaning given to that term by the *Information Privacy Act 2009* (Qld) and includes Confidential Information as that term is defined in Part 7 of the Act;

Position means the position specified in Item 6 of Schedule 2 within the Service;

Privacy Law means the *Information Privacy Act 2009* (Qld) and Part 7 of the Act, as amended or superseded from time to time, and any other law in respect of privacy or confidentiality of information;

QES means the Queensland Employment Standards contained within the *Industrial Relations Act 1999* (Qld);

Recall means where a Medical Officer is recalled back to work and is required to attend outside of rostered hours either within Core Hours or outside of Core Hours;

Ruling includes all directives and guidelines made by the Public Service Commission Chief Executive or the Minister responsible for industrial relations under the *Public Service Act 2008*;

Service means the Hospital and Health Service specified in Item 4 of Schedule 2; or the Department as referred to in Item 4 of Schedule 2, where applicable;

State means the State of Queensland;

Total Remuneration Framework means the amount specified in Schedule 2 as varied in accordance with this Contract and includes the components listed within that Item;

Visiting Medical Officer or VMO means a VMO who is registered under the Health Practitioner Regulation National Law to practise in the medical profession and who incurs ongoing private practice costs. This includes a Visiting General Practitioner, or, a Visiting General Practitioner with FRACGP and/or a Visiting General Practitioner with FRACGP and/or Vocational Registration, or, a Visiting Senior Specialist, or, a Visiting Specialist registered with the Medical Board of Australia under the provisions of the *Health Practitioners National Law Act 2009*.

Signed by the parties on the dates stated below.

SIGNED for and on behalf of the STATE OF QUEENSLAND by)
)

THE HEALTH SERVICE CHIEF EXECUTIVE; or)
THE DIRECTOR-GENERAL)

) (signature of (select one))

) Health Service Chief Executive

) Director-General

in the presence of:)
)

(signature of witness)

(date)

(name of witness)

SIGNED by the MEDICAL OFFICER)
)

(signature of Medical Officer)

in the presence of:)
)

(signature of witness)

(date)

(name of witness)

The Medical Officer will be required to:

- (1) Perform duties as determined by the Service;
- (2) Perform any other duties directed by the Service which are within their scope of practice and for which they are registered in the State;
- (3) Implement and support clinical models of care and patient safety initiatives as required; and
- (4) Support alternative revenue sources and maximise funding for the delivery of service (where relevant).

Outside Practice and Other Business Activities

Given the extensive nature of the Duties outlined in this Schedule, it is incumbent on the Service to understand exactly what other duties you may have. As such, you must notify us of all other engagements, whether as an employee, contractor or business owner, including the following detail of such engagements:

1. Nature of engagement
2. Location
3. Working times
4. Duration of work
5. On call commitments

You must also provide updated information when your situation changes.

Duty Statement 1:	Duty Statement Label
Duty Statement 2:	Duty Statement Label

Duty Statement 3: Duty Statement Label

Duty Statement 4: Duty Statement Label

Duty Statement 5: Duty Statement Label

Duty Statement 6: Duty Statement Label

Duty Statement 7:	<u>Duty Statement Label</u>
Duty Statement 8:	<u>Duty Statement Label</u>
Duty Statement 9:	<u>Duty Statement Label</u>
Duty Statement 10:	<u>Duty Statement Label</u>

Schedule 2 - Employment Details

Item Number	Topic	Details
1.	Health Service Chief Executive's or Director-General's name and title	
2.	Medical Officer's name	
3.	Commencement Date (Clause 3)	
3a.	Where the Medical Officer is translating onto contract from existing employment arrangements, employment anniversary date	
3b.	End date of contract (for fixed term contracts only)	
4.	Employer (Hospital and Health Service or the Department)	
5.	Location (Clause 5)	
6.	Position (Schedule 1)	
7.	Medical specialty details	Specialty 1: Specialty 2: Specialty 3: Specialty 4: Specialty 5: Specialty 6:

Schedule continues on following page

Schedule 2 - Employment Details

Item Number	Topic	Details
Total Remuneration Framework		
8.	Classification	
8a.	Base Salary for position	\$ _____ gross per annum (including appropriate loaded rate)
9.	Tier 1 benefits	\$ _____ Fuel allowance and professional development allowance
10.	Tier 2 benefits	_____ % of Base Salary payable at that rate while not on leave Workplace flexibility for Additional Hours including working non-standard hours and on call
	Tier 2 annualisation basis	Overtime may be paid on an exception basis or as an additional component of an annualised salary. Recall will be paid by exception only. The Medical Officer's method of remuneration is:
Note. Tier 2 is not paid while the Medical Officer is on leave. Therefore, the total amount of Tier 2 benefit that the Medical Officer will receive in a year will depend on the amount of leave they take in that year. For example, if the Medical Officer takes six months' leave in a year, they will receive approximately half of the nominated Tier 2 benefit amount.		
11.	Total Remuneration (excluding superannuation)	\$ _____
Note. Total Remuneration (excluding superannuation) does not take into account the fact that a Medical Officer will not receive Tier 2 payments whilst they are on leave. If they take leave, they will receive less Tier 2 benefit and consequently less Total Remuneration.		

Schedule continues on following page

Schedule 2 - Employment Details

Item Number	Topic	Details
12.	Key Performance Indicators (KPIs)	
	KPI 1	
	KPI 2	
	KPI 3	
	KPI 4	
	KPI 5	
	KPI 6	
	KPI 7	
	KPI 8	
	KPI 9	
	KPI 10	

Schedule continues on following page

Schedule 2 - Employment Details

Item Number	Topic	Details
13.	Core Hours of work	
14.	Address for service of notices for the Health Service Chief Executive or the Director-General	
15.	Address for service of notices for the Medical Officer	
16.	Special conditions	

Schedule continues on following page

SCHEDULE 2 - NOTE FOR TRANSLATING MEDICAL OFFICERS

Base salary:	Fixed
Tier 1:	Fixed
Tier 2:	Tier 2 is not paid while the Medical Officer is on leave. Therefore, the total amount of Tier 2 benefit that the Medical Officer will receive in a year will depend on the amount of leave they take in that year. For example, if the Medical Officer takes six months' leave in a year, they will receive approximately half of the nominated Tier 2 benefit amount.
Total Remuneration:	Total Remuneration (excluding superannuation) does not take into account the fact that a Medical Officer will not receive Tier 2 payments whilst they are on leave. If they take leave, they will receive less Tier 2 benefit and consequently less Total Remuneration.

Granted Private Practice YES/NO
Collections Assigned/Retained

1. Definitions

In addition to the definitions earlier in the Contract, in this **schedule 3**:

Billing Agency means the Service, or an entity appointed by the Service to conduct billing.

Collections means the Medical Fees and Related Payments collected by the Billing Agency in accordance with this **schedule 3**.

Granted Private Practice is a limited arrangement to provide professional services to Private Patients on the terms of this **schedule 3**.

Related Payments means payments the Medical Officer may receive, including incentive payments from the Commonwealth of Australia, related to the provision of professional services under the Contract.

MBS means the Medicare Benefits Schedule published by the Commonwealth of Australia.

Medical Fees means the fees charged by the Medical Officer when performing Granted Private Practice for the provision of professional services to a Private Patient.

Private Patient means a person who could receive treatment free of charge under the National Health Reform Agreement 2011 but who has elected to be treated privately in the public system, or a person who agrees to be a fee paying patient of the Medical Officer and makes this election on the basis of informed financial consent.

Service Fee means the service fees for Granted Private Practice specified in the Queensland Health Fees and Charges Register.

Service Retention Amount means an amount calculated in accord with the relevant formula below:

For a Medical Officer not in a group recognised by the Service:

Where in a Year the Collections less Service Fees excluding GST > Threshold Level, then: 2/3 of the Collections less Service Fees for the remainder of the Year.

Where

Threshold Level = the Threshold Level specified in the Fees and Charges Register (as amended from time to time) and pro-rated if the employment period is less than the full Year.

Year = 12 month period from July to June.

For a Medical Officer in a group recognised by the Service:

Where in a Year the Collections less Service Fees excluding GST of the entire group > Group Threshold Level, then: 2/3 of the Medical Officer's Collections less Service Fees for the remainder of the Year.

Where

Group Threshold Level = the group members' individual threshold levels (calculated in the manner outlined above for a Medical Officer not in a group recognised by the Service) summed.

Year = 12 month period from July to June.

2. Granted Private Practice

- (1) The Service nominates at the outset of this **schedule 3** whether the Medical Officer is granted permission to participate in Granted Private Practice.
- (2) Where the Service grants the Medical Officer the opportunity to participate in Granted Private Practice, the Medical Officer must perform Granted Private Practice in accordance with this **schedule 3**.
- (3) The parties agree that the Medical Officer exercises Granted Private Practice where the Medical Officer provides a professional service to a Private Patient during the Medical Officer's hours of work in the public hospital system.

3. Performance obligations

- (1) The Medical Officer must:
 - (a) prepare and keep records in the manner required by the Service in respect of Private Patients who receive professional services from the Medical Officer, including records of all information required to enable the Billing Agency to render accounts to Private Patients under **clause 6** or to collect monies under this **schedule 3**;
 - (b) provide to the Service all requested information related to the Medical Officer's Granted Private Practice to enable the Service to fulfil its obligations;
 - (c) comply with all directions, policies and procedures (in writing or otherwise) required by the Service, including those which:
 - (i) support the applicable arrangements in either the Policy entitled *Private Practice in the Queensland Public Health Sector* or the Health Service Directive entitled *Private Practice in the Queensland Public Health Sector*, as amended or replaced from time to time; and
 - (ii) are applicable to health practitioners performing health services at the public health facility at which the Granted Private Practice is being performed.
- (2) The Medical Officer may participate in other private practice arrangements, including at the Location, but must disclose this in writing to the HSCE;
- (3) The Medical Officer may claim indemnity in accordance with the Department's Policy I2 entitled *Indemnity for Queensland Health Medical Practitioners* as amended or replaced from time to time. [Note - The Department of Health is undertaking to extend indemnity coverage so that VMOs are fully indemnified when engaging in private practice during employed time].

4. Privacy

- (1) The Medical Officer acknowledges that the Service is bound by the *Information Privacy Act 2009* (Qld).
- (2) The Medical Officer agrees to act in accordance with the requirements of the *Information Privacy Act 2009* (Qld) as if the Medical Officer was a bound contracted service provider to the Service.
- (3) The Medical Officer must immediately notify the Service upon becoming aware of a breach of this **clause 4**.
- (4) The Medical Officer must comply with any other privacy obligations the Medical Officer may have for Private Patients.
- (5) Records in respect of Private Patients created by the Medical Officer and incorporated into the patient record required by the Service for that Private Patient:
 - (a) remain part of the patient record of the Service;
 - (b) are in the possession of the Service for the purposes of the *Right to Information Act 2009* (Qld); and
 - (c) are subject to release under the *Right to Information Act 2009* (Qld) and the *Information Privacy Act 2009* (Qld).

5. Medical Fees

The Medical Officer must:

- (a) ensure the Billing Agency at all times has a current schedule of fees to be charged to Private Patients who receive services from the Medical Officer, and, unless agreed otherwise by the Service, the maximum fee charged by the Medical Officer will be an amount for the professional service which achieves a no-gap result for the Private Patient; and
- (b) comply with patient election processes required in the public health system.

6. Collections

(1) The Medical Officer exclusively appoints the Billing Agency to:

- (a) render accounts in the Medical Officer's name or in the name of an entity or entities nominated by the Medical Officer;
- (b) collect the Medical Fees;
- (c) give Private Patients valid discharge for payments made in settlement of accounts rendered by the Billing Agency, for services of the Medical Officer in Granted Private Practice; and
- (d) collect the Related Payments, if any.

(2) The Medical Officer must provide to the Billing Agency:

- (a) promptly and within the timeframes specified by the Service, all information to enable the Billing Agency to render proper accounts to the Private Patient; and
- (b) any other information required by the Billing Agency from time to time.

7. Service Fee

The Medical Officer:

- (a) receives assistance and services the Service considers appropriate to enable the Medical Officer to exercise Granted Private Practice; and
- (b) agrees to pay the Service the Service Fee, where applicable.

8. Disbursement of Collections

(1) All Collections will be disbursed and applied in accordance with **clause 8(2)**.

(2) As nominated at the outset of this **schedule 3**, the Medical Officer agrees:

- (a) to assign to the Service the amount equivalent to the full amount of any Collections, in which case no Service Fee applies; or
- (b) to have the Collections remitted to the Medical Officer or as the Medical Officer directs, in which case the Service Fee applies, **clause 8(3)** applies.

- (3) If **clause 8(2)(b)** applies, the Medical Officer authorises the Billing Agency to:
- (a) deduct the Service Fee and any GST payable in respect of the Service Fee from the full amount of any Collections;
 - (b) remit to the Service the Service Retention Amount; and
 - (c) subject to any direction from the Medical Officer to remit nominated amounts to another entity, remit the balance of the Collections to the Medical Officer.
- (4) The Billing Agency will:
- (a) make payments to the Medical Officer or Nominee under **clause 8(3)(c)** monthly within 21 days after the last day of each month;
 - (b) be required to provide the Medical Officer timely information identifying the Collections and disbursements under this **schedule 3**.

9. GST

- (1) In this **clause 9**:
- (a) words and expressions which are not defined in this **schedule 3** but which have a defined meaning in GST Law, have the same meaning as in the GST Law; and
 - (b) GST Law has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (2) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this **schedule 3** are exclusive of GST.
- (3) If GST is payable by a supplier or by the representative member for a GST group of which the supplier is a member, on any supply made under this **schedule 3**, the recipient will pay the supplier an amount equal to the GST payable on the supply.
- (4) The recipient will pay the amount referred to in **clause 9(3)** in addition to and at the same time that the consideration for the supply is to be provided under this **schedule 3**.
- (5) The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under **clause 9(3)**. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.
- (6) If an adjustment event arises in respect of a taxable supply made by a supplier under this **schedule 3**, the amount payable by the recipient under **clause 9(3)** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.
- (7) Where a party is required under this **schedule 3** to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
 - (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

10. Termination

- (1) If the Medical Officer's employment is terminated for any reason, the Medical Officer's Granted Private Practice will automatically terminate as and from the date of that termination.
- (2) The Service may terminate the Medical Officer's Granted Private Practice arrangements by giving the Medical Officer notice in writing, effective from the date specified in the notice, if:
- (a) the Medical Officer commits a material breach of this **schedule 3** and such breach is not capable of remedy;
 - (b) the Medical Officer fails to comply with the Medical Officer's obligations under this **schedule 3** and such failure continues after the Service has given the Medical Officer written notice to remedy the failure;
 - (c) the Medical Officer ceases to hold appropriate registration with the Medical Board of Australia or the Medical Officer's ability to exercise Granted Private Practice is otherwise materially affected including as a result of changes to the Medical Officer's scope of clinical practice;

- (d) the Service in its discretion decides to terminate the Medical Officer's Granted Private Practice due to legal, regulatory or policy impacts or changes, whether introduced by the Service or not;
 - (e) the Service in its discretion determines that the Medical Officer's Granted Private Practice arrangements should be withdrawn; or
 - (f) the Service in its discretion terminates the Medical Officer's Granted Private Practice with a least three months' notice.
- (3) If the Medical Officer's Granted Private Practice is terminated:
- (a) the Medical Officer will be entitled to receive payments in accordance with **clause 8** in respect of Granted Private Practice performed in the period up to and including the effective date of termination; and
 - (b) the Medical Officer agrees to accept that amount in full and final satisfaction of any claims.

11. Suspension

If the Medical Officer is suspended from employment, the Medical Officer's Granted Private Practice will be automatically suspended as and from the date of that suspension, for the duration of that suspension, unless the Service directs otherwise.

12. Survival

All obligations which, by their nature, survive the expiry or termination of this **schedule 3** will continue in full force and effect notwithstanding such expiry or termination.

Signed by:

.....

Date:

