

STANDARD VMO CONTRACT (INDEPENDENT CONTRACTOR)

between

STATE OF QUEENSLAND ACTING THROUGH [QUEENSLAND HEALTH][HHS]

and

[INSERT NAME OF CONTRACTING ENTITY]

**for the provision of
CLINICAL SERVICES**

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THIS CONTRACT is made

BETWEEN: **STATE OF QUEENSLAND acting through [Queensland Health ABN #][HHS ABN # , a statutory body corporate established under the Hospital and Health Boards Act 2011 (Qld)] (the Customer)**

AND: The entity specified at Item 1 of Schedule 1 (**Contracting Entity**)

BACKGROUND:

- A. The Customer has responsibility for the provision of public health services in Queensland.
- B. The Customer requires various clinical services, including specialist services, in order to fulfil its responsibilities in the provision of public sector health services in Queensland.
- C. The Contracting Entity is able to provide the Services through its Authorised Practitioner/s.
- D. The Parties wish to contract on the terms set out in this document.

AGREED TERMS:

1. Definitions & Interpretation

1.1 In this Contract unless the contrary intention appears:

- (a) **Authorised Practitioner** means a Medical Practitioner approved by the Customer under clause 11;
- (b) **Business Day** means a day that is not a Saturday, Sunday or gazetted public holiday at the place where the Services are being delivered;
- (c) **Chief Executive** means the person appointed as the Chief Executive of the Customer from time to time;
- (d) **Claim** includes (and is not limited to) any claim (whether ascertained or unascertained), action, demand, application, proceeding, liability, obligation, judgment, enforcement hearing, enforcement order, costs (including legal costs on a full indemnity basis), Losses (including loss of data), damages and expenses, including those arising out of the terms of any settlement;
- (e) **Commencement Date** means the date specified in Item 2 of Schedule 1;
- (f) **Confidential Information** means all information disclosed by, or on behalf of, the Customer to the Contracting Entity and/or an Authorised Practitioner, or acquired or created by, or on behalf of, the Contracting Entity in connection with this Contract, that:
 - (i) is by its nature confidential;
 - (ii) is designated as confidential by legislation, the Customer or otherwise; or
 - (iii) the Contracting Entity knows or ought to know is

confidential; and includes:

- (A) the terms of this Contract, and any negotiations or amendments of this Contract;
 - (B) information comprised in or relating to any intellectual property rights of the Customer; and
 - (C) information relating to the internal management and structure or the personnel, clinical processes, policies and strategies of the Customer, a Hospital, and Personal Information of its personnel, patients and customers;
- (g) **Contract** means this agreement between the Customer and Contracting Entity;
- (h) **Contracting Entity** means the entity specified in item 1 in schedule 1;
- (i) **Contracting Entity-initiated Services** means Services provided at the initiation of the Contracting Entity and approved by the Customer under clause 10;
- (j) **Credentials** means the qualifications, experience, professional standing and other relevant professional attributes of Medical Practitioners provided for the purposes of forming a view about their competence, performance and professional suitability to provide safe, high quality health care services;
- (k) **Customer** means the entity acting through the State of Queensland, as indicated in the recitals to this Contract;
- (l) **Customer Data** means any information, materials, data, datasets or databases (collectively, data) to the extent provided by or on behalf of the Customer, and any data to which the Contracting Entity has access in connection with this Contract, to the extent created, processed, produced or derived by or on behalf of the Contracting Entity using data provided by or on behalf of the Customer;
- (m) **Evidence of Insurance** means a policy schedule (or schedule of insurance), certificate of currency, certificate of insurance or other document issued by the Contracting Entity's insurer/s (or the insurer/s authorised representative) or insurance broker issued documents certified by the insurer (through stamping or signing – wet or electronic) or where the insurance broker has binding authority from the insurer/s;
- (n) **Hospital** means a public hospital or health facility named at Item 3 of Schedule 1, at which the Contracting Entity may be required to provide the Services;
- (o) **Loss** includes any loss, liability, tax, prohibition, penalty, fine or expense howsoever caused, including by way of negligence;
- (p) **Medical Practitioner** means a medical practitioner who is registered as a medical practitioner with the Medical Board of Australia under the *Health Practitioner Regulation National Law Act 2009* (Qld);
- (q) **Month** means a calendar Month;
- (r) **On Call** means on call pursuant to clause 6;

- (s) **On Call time** means the time between the following hours (or mainly between those hours):
 - (i) 6.00pm on one day and 8.00am the following day; or
 - (ii) 8.00am and 6.00pm on a Saturday, Sunday or public holiday;
- (t) **Party or Parties** means each of the Customer and Contracting Entity
- (u) **Personal Information** means information or an opinion, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion;
- (v) **Recall** means an attendance requested by the Customer pursuant to clause 9;
- (w) **Schedule 3** means schedules 3A, 3B and 3C to this Contract;
- (x) **Scope of Clinical Practice** means the scope of clinical practice that an individual Medical Practitioner is authorised to undertake by the Customer, where such scope of practice is authorised pursuant to the relevant *Credentialing and defining the scope of clinical practice #QH-POL-390:2015* or *Credentialing and defining the scope of clinical practice Health Service Directive #QH-HSD-034: 2014* (as may be amended, modified or replaced from time to time);
- (y) **Services** means the clinical services and associated services to be provided by the Contracting Entity under this Contract as set out in Schedule 2 and any tasks connected with providing those services;
- (z) **Session** means a period rostered by the Customer during which the Contracting Entity is to provide the Services;
- (aa) **Special Conditions** means the special conditions contained in Schedule 5 to this Contract.
- (bb) **Year** means a financial year.

1.2 In this Contract, unless the context otherwise requires:

- (a) words expressing the singular include the plural and vice versa and words denoting gender include all genders;
- (b) a reference to a 'person' includes any legal entity;
- (i) a reference to a clause, part, annexure, exhibit or schedule is a reference to a corresponding part of this Contract;
- (ii) a reference to a document (including this Contract and any laws) includes all amendments or supplements to, or replacements or novations of, that document;
- (iii) headings are included for convenience only and do not affect the interpretation of this Contract;
- (iv) the Schedules form part of this Contract;
- (v) a reference to law includes common law and statutory laws, regulations, orders, subordinate legislation, ministerial directions, directions of relevant regulators and binding codes of conduct;
- (vi) a reference to a Party includes that Party's executors, administrators, successors and permitted assignees;

- (vii) where any word or phrase is defined in this Contract, any other grammatical form of that word or phrase will have a corresponding meaning;
- (viii) a promise, agreement, representation or warranty by two or more persons binds them jointly and severally;
- (ix) no rule of construction will apply to a provision of a document to the disadvantage of a Party merely because that Party drafted the provision or would otherwise benefit from it;
- (x) 'includes', 'including' and similar words must be read as if followed by the words 'without limitation';
- (xi) 'documents', 'information' and similar words include information recorded or stored in any form, tangible or intangible, including electronic media and devices;
- (xii) 'consent' and 'approval' mean prior written consent and prior written approval; and
- (xiii) 'agreement' means agreement in writing.

2. Term

- 2.1 Subject to clause **Error! Reference source not found.**, the term of this Contract will be the period set out in Item 4 of Schedule 1, commencing on the Commencement Date.
- 2.2 If the Contracting Entity notifies the Customer in writing at least 3 Months prior to the end of the original term that the Contracting Entity wishes to extend this Contract for a stated period, and the Customer notifies the Contracting Entity in writing that it is agreeable to that extension, then this Contract will continue for the agreed further period.
- 2.3 If the Contracting Entity continues to provide the Services after the expiration of the term mentioned in clause 2.1 or the expiration of any period of extension agreed under clause 2.2, the Contracting Entity's engagement will be on a Month to Month basis and otherwise on the terms and conditions of this Contract as far as they may be applicable to a monthly engagement.

3. Appointment of Contracting Entity as Independent Contractor

- 3.1 The Customer appoints the Contracting Entity to provide the Services as an independent contractor (and not as an employee) in accordance with this Contract.
- 3.2 The Contracting Entity may provide the Services through any one or more of the Authorised Practitioners.
- 3.3 The Contracting Entity (and any Authorised Practitioner) will not be, or become, an employee of the Customer by virtue of this Contract and the terms and conditions of any industrial award or industrial agreement relating to the employment of Medical Practitioners by the Customer will not apply.
- 3.4 Neither the Contracting Entity nor the Authorised Practitioners are entitled to the payment of any wages, salary, overtime, allowances, superannuation, leave accruals or any other payment in respect of the provision of the Services (**Entitlements**) from the Customer other than the fees in clause 13.
- 3.5 The Contracting Entity is solely responsible for providing the Entitlements to, or for the benefit of, the Authorised Practitioners and the Customer will not be liable for any failure of the Contracting Entity to do so.

- 3.6 Subject to clause 3.8, and for the purposes of this Contract, the Contracting Entity may be vicariously liable for the acts and omissions of the Authorised Practitioners.
- 3.7 The Contracting Entity must not represent itself or allow itself to be represented as a partner, joint venturer, officer or employee of the Customer.
- 3.8 In the event that an Authorised Practitioner is entitled to indemnity in accordance with clause 17 of this Contract and it is not withdrawn in accordance with clause 17, the Contracting Entity will not be held liable, vicariously or otherwise, by the Customer, except to the extent the Authorised Practitioner's negligence, act or omission caused, or contributed to the Claim or Loss.

4. Provision of Services

- 4.1 The Contracting Entity agrees to provide the Services as an independent contractor for the term of this Contract and any agreed period of extension.
- 4.2 The Customer may designate the particular Services to be provided by the Contracting Entity from time to time and the patients who will receive the Services.
- 4.3 The Contracting Entity must:
- (a) provide the Services for the Sessions as specified in Item 5 of Schedule 1;
 - (b) be available to provide the Services, and provide them, as necessary during On Call times as agreed with the Contracting Entity; and
 - (c) provide the Services on Recall or continuation of duty as agreed between the Contracting Entity and the Customer.
- 4.4 The Contracting Entity may provide Contracting Entity-initiated Services if approved by the Customer.
- 4.5 Unless otherwise approved by the Customer, the Contracting Entity must ensure that an Authorised Practitioner remains at the Hospital for the duration of each Session.
- 4.6 If a Session falls on a public holiday, the Contracting Entity may elect not to provide the Services for that Session, in which case the Contracting Entity will not be entitled to payment for the Session. The Contracting Entity's decision not to provide the Services on a public holiday will not be a breach of this Contract.
- 4.7 The Contracting Entity must ensure that the Authorised Practitioners:
- (a) consult regularly with the [#insert position of senior medical officer/Contract manager as appropriate] as required from time to time;
 - (b) act professionally at all times in the performance of the Services, exercising the appropriate level of skill, care and diligence normally required in the performance of the Services;
 - (c) provide the Services diligently and consistently and in accordance with evidence-based best clinical practice, with all due skill, care and attention, in accordance with all applicable standards and requirements including those referred to in this Contract;
 - (d) comply with the quality assurance, quality improvement and peer review policies, procedures and requirements of the Customer, Hospital and the professional body responsible for the discipline of health care in which the Authorised Practitioner practices;
 - (e) participate in clinical education and teaching;
 - (f) attend at the Hospital to provide the Services to patients of the Hospital or where relevant, and subject to agreement by the Customer, provide the Services from another location;
 - (g) have and maintain for the term of this Contract:
 - (i) unconditional registration:
 - (A) with the Medical Board of Australia;

- (B) as a Medical Practitioner;
- (C) in the specialty required for the Services; and

- (ii) membership or fellowship with the clinical college responsible for the Authorised Practitioner's specialist discipline of medicine; and
- (iii) such other licences, qualifications, certifications, registrations, admissions and memberships reasonably required by the Customer,

and the Contracting Entity will provide evidence of such registrations and other certifications annually during the terms of this Contract or otherwise at the request of the Chief Executive and to the satisfaction of the Chief Executive;

- (h) provide every Service required under this Contract within the range of their Credentials and Scope of Clinical Practice and the standards accepted by the clinical college(s) responsible for the discipline in which the Authorised Practitioner practises; and
- (i) without limiting sub-clause (h):
 - (i) not perform any part of the Services where the Contracting Entity and Authorised Practitioner do not have the relevant Credentials or Scope of Clinical Practice to perform that part of the Services;
 - (ii) comply with all ethical and professional standards required of Medical Practitioners including any such ethical and professional standards as may be required by the relevant clinical college responsible for the Authorised Practitioner's discipline of specialist medicine;
 - (iii) comply with all laws, standards (including all standards under the *Health Practitioners Regulation National Law Act 2009 (Qld)*) rules, regulations, policies and standards applicable to the Authorised Practitioner's medical practice and as deemed required or necessary by the Customer for the performance of the Services; and
- (j) comply with the quality assurance, quality improvement and peer review policies, procedures and requirements of the Hospital and the clinical college(s) responsible for the discipline in which the Authorised Practitioner practises; and

4.8 The Parties agree that ownership of and all rights (including copyright) in patient records and all other material created by the Contracting Entity and each Authorised Practitioner in the performance of the Services will, upon their creation, vest in the Customer.

5. Sessions

5.1 The Customer may from time to time prepare a roster of dates and times of Sessions during which the Contracting Entity is to provide the Services.

5.2 The Customer may by agreement with the Contracting Entity reschedule any Session.

6. On Call Times

6.1 The Customer may from time to time by agreement with the Contracting Entity roster the Contracting Entity to be On Call.

6.2 Unless the Contracting Entity and the Customer otherwise agree, the Contracting Entity will not be rostered On Call more than 14 times in any fortnight commencing at 8.00am Monday.

6.3 When the Contracting Entity is rostered On Call, the Contracting Entity must:
(a) be available to provide the Services;

- (b) be capable of being contacted without undue delay by the Customer by a means acceptable to the Customer; and
- (c) immediately provide the Services when requested by the Customer.

7. Rostering

- 7.1 The Customer will advise the Contracting Entity of rostered Session times and On Call times at least seven (7) days in advance.
- 7.2 Where the Contracting Entity provides the Services through more than one Authorised Practitioner:
 - (a) the Customer may roster the Authorised Practitioners for Sessions and On Call times so as to ensure the overall level of the Services specified in this Contract;
 - (b) in determining a roster, the Customer will divide the Sessions and On Call time in a manner which is convenient to the Parties;
 - (c) the Contracting Entity must liaise as necessary with the Customer and with Authorised Practitioners, to facilitate roosting; and
 - (d) the Contracting Entity may substitute one Authorised Practitioner for another Authorised Practitioner for any rostered Session or On Call time if the Contracting Entity has given reasonable prior notice to the Customer and it does not, in the reasonable opinion of the Customer, jeopardise the proper provision of medical care to the Customer's patients.

8. Continuation of Duty

- 8.1 Where circumstances are such that either Party considers that it is necessary for the Contracting Entity to continue to provide the Services immediately on the expiration of a Session, and the other Party is agreeable, the Contracting Entity must provide the Services for such period of time as may be agreed between the Parties.
- 8.2 If, in the reasonable opinion of the Customer, emergency circumstances exist which necessitate the Contracting Entity continuing to provide the Services immediately on the expiration of a Session, the Contracting Entity must provide the Services for such continued period as may be required by the Customer.

9. Recalls

- 9.1 The Customer may from time to time request the Contracting Entity to provide the Services on Recall outside the Contracting Entity's rostered Session and On Call times.
- 9.2 The Contracting Entity may in its discretion elect whether or not to comply with a request under clause 9.1, having regard to clinical and ethical considerations.
- 9.3 If the Contracting Entity is agreeable to a request from the Customer under clause 9.1, it must provide the Services as soon as possible.

10. Contracting Entity-initiated Services

- 10.1 The Customer is not obliged to pay any amount to the Contracting Entity for Contracting Entity-initiated Services unless the Contracting Entity has complied with this clause 10.
- 10.2 The Contracting Entity may request the Customer to approve Contracting Entity-initiated Services. A request to approve Contracting Entity-initiated Services must, where practicable be in writing.
- 10.3 The Customer may in its discretion approve or reject a request under clause 10.2, having regard to:

- (a) the nature of the Services;
- (b) the staffing arrangements of the Hospital;
- (c) the clinical needs of a patient; or
- (d) any other matter which, in the reasonable opinion of the Customer, is relevant.

10.4 The Customer will notify the Contracting Entity in writing of its approval or rejection of a request from the Contracting Entity under clause 10.2. An approval may be granted for such period of time as the Customer determines.

11. Authorised Practitioner/s

11.1 The Contracting Entity must nominate either by inclusion in Schedule 4 or otherwise in writing one or more Medical Practitioners with the competency and necessary skills and expertise to perform the Services (**Nominated Medical Practitioner**).

11.2 The Contracting Entity must provide the Customer with reasonable particulars of the Nominated Medical Practitioner's qualifications and experience with each nomination.

11.3 If the Services to be provided by the Contracting Entity under this Contract are specialist services, the Nominated Medical Practitioner must be registered by the Medical Board of Australia as a specialist in the specialty required for the Services and hold the relevant membership or fellowship with the relevant clinical college responsible for the specialist discipline of medicine.

11.4 The Customer may in its discretion approve in writing any one or more of the Nominated Medical Practitioners to be an Authorised Practitioner for the purpose of this Contract. The Customer's approval will not be unreasonably withheld where the Nominated Medical Practitioner has the relevant Credentials or Scope of Clinical Practice as are required for the performance of the Services and where relevant, has complied with the requirements of s 89(2) of the *Criminal Code Act 1899*.

11.5 The Services must be performed by an Authorised Practitioner.

11.6 Notwithstanding an approval given by the Customer under clause 11.4, the Contracting Entity remains responsible for the provision, and the standard, of the Services under this Contract.

11.7 The Contracting Entity will only be entitled to payment for Services which are provided by an Authorised Practitioner.

11.8 If for any reason no Nominated Medical Practitioner has been approved as an Authorised Practitioner within 3 Months from the Commencement Date, either Party may by notice in writing terminate this Contract with immediate effect.

11.9 The Contracting Entity may from time to time nominate additional or replacement Medical Practitioners to be an Authorised Practitioner. However, if at any time there ceases to be an Authorised Practitioner, the Contracting Entity must nominate a replacement unless it would not be practicable to do so. The Contracting Entity must provide the Customer with reasonable particulars of each additional or replacement nominee's qualifications and experience. Any additional or replacement nominees are subject to the approval of the Customer under clause 11.4.

11.10 The Contracting Entity is responsible for ensuring that the Authorised Practitioner provides the Services in accordance with this Contract.

11.11 The Contracting Entity must ensure that each Authorised Practitioner has an obligation to notify the Contracting Entity of any review, supervision, or investigation of them by any government authority, including the Australian Health

Practitioner Regulation Authority, the Medical Board of Australia, the Coroners Court of Queensland or the Office of the Health Ombudsman. If the Contracting Entity initiates any such review, supervision or investigation or receives any such notification from any Authorised Practitioner, the Contracting Entity must immediately notify the Customer in writing and provide details about the review, supervision or investigation requested by the Customer.

11.12 The Contracting Entity must not, without the written consent of the Customer:

- (a) allow any Authorised Practitioner to delegate any part of the Services; or
- (b) allow any Authorised Practitioner to perform any Services if they are under supervision or subject to any conditions imposed by the Australian Health Practitioner Regulation Agency or the Medical Board of Australia.

11.13 A Medical Practitioner will cease to be an Authorised Practitioner under this Contract if:

- (a) the Medical Practitioner's nomination is withdrawn by the Contracting Entity by notice in writing to the Customer;
- (b) the approval of the Customer is withdrawn in accordance with clause 12;
- (c) the Medical Practitioner is removed or suspended from the register by the Medical Board of Australia under the *Health Practitioners Regulation National Law Act 2009* (Qld); or
- (d) the Medical Practitioner does not have the Credentials or Scope of Clinical Practice as are required for the performance of the Services.

11.14 If a Medical Practitioner ceases to be an Authorised Practitioner under this Contract the Contracting Entity must ensure that the Medical Practitioner:

- (a) immediately ceases to perform the Services;
- (b) completes any recording of information in respect of patients within 4 days; and
- (c) returns to the Customer within 7 days any instruments, equipment, clothing or other items of the Customer's property which may be in the Medical Practitioner's possession.

12. Withdrawal of Approval of Authorised Practitioner

12.1 If an Authorised Practitioner:

- (a) is or has been convicted in Queensland of an indictable offence or is convicted outside Queensland of an act or omission which, if it had occurred in Queensland, would have constituted an indictable offence; or
- (b) is or has been detained in, or admitted to, a Hospital or a place of safety, voluntarily or involuntarily, under the provisions of the *Mental Health Act 2016* (Qld) in such circumstances that in the Customer's reasonable opinion the Authorised Practitioner may no longer be an appropriate person to hold registration under the *Health Practitioners Regulation National Law Act 2009* (Qld); or
- (c) has been determined as unfit for duty in the reasonable opinion of the Chief Executive or a person nominated by the Chief Executive,

the Customer may by notice in writing to the Contracting Entity withdraw its approval of that Authorised Practitioner and where that Authorised Practitioner in question is the only Authorised Practitioner of the Contracting Entity, immediately terminate the Contract.

12.2 The Contracting Entity must, immediately on becoming aware of an event mentioned in clause 12.1 in respect of an Authorised Practitioner, notify the Customer in writing of that event.

12.3 If the Customer considers that an Authorised Practitioner:

- (a) has failed to act in accordance with the provisions of this Contract;
- (b) is negligent, careless, incompetent or inefficient in the provision of the Services;
- (c) uses intoxicating beverages or non-illicit drugs to excess;
- (d) uses illicit drugs; or
- (e) displays disgraceful or improper conduct or conduct which shows an unfitness to continue to provide the Services,

The Customer may, by notice in writing, request the Contracting Entity to show cause why the approval of the Authorised Practitioner should not be withdrawn.

12.4 A show cause notice under clause 12.3 must specify:

- (a) that it is given under clause [12.3](#);
- (b) the date by which the Contracting Entity must respond, being not less than 14 days after the date of the notice; and
- (c) the reason for the show cause notice.

12.5 The Contracting Entity must provide the Customer with a written response to the show cause notice by the date specified in the show cause notice. If the Contracting Entity fails to respond to the show cause notice by the specified date, the Customer may immediately by notice to the Contracting Entity withdraw the approval of the Authorised Practitioner and where the Authorised Practitioner in question is the only Authorised Practitioner of the Contracting Entity, immediately terminate the Contract.

12.6 If the Contracting Entity responds to the show cause notice by the date specified in the show cause notice, the Customer will duly consider that response and will notify the Contracting Entity in writing either that it:

- (a) intends to withdraw its approval of the Authorised Practitioner; or
- (b) does not intend to withdraw its approval of the Authorised Practitioner.

12.7 Where the Customer gives notice under clause 12.6(a), the Contracting Entity may, by further notice in writing to the Customer, request that the matter be treated as a dispute for the purposes of clause 25, in which case the provisions of that clause will apply.

12.8 If the Contracting Entity does not, within 7 days after receipt of notice under clause 12.6(a), give notice to the Customer under clause 12.7, the Customer may by notice to the Contracting Entity withdraw the approval of the Authorised Practitioner, and where the Authorised Practitioner in question is the only Authorised Practitioner of the Contracting Entity, immediately terminate the Contract.

13. Fees

13.1 In consideration of the Contracting Entity providing the Services in accordance with this Contract, the Customer agrees to pay the Contracting Entity as follows:

- (a) for Sessions:
 - (i) for the first Year of this Contract - at the applicable loaded rate per hour from Schedule 3(B);
 - (ii) for each subsequent Year of this Contract - at the next succeeding loaded rate per hour from Schedule 3(B);
- (b) for availability during On Call times – the Contracting Entity will be paid based on the level of frequency of participation in the On Call roster arrangements agreed with the Customer, as follows:
 - (i) where the Contracting Entity is rostered On Call more frequently than one in four – at the applicable Level 1 rate set out in Item 6 of Schedule 1;
 - (ii) where the Contracting Entity is rostered On Call one in four or up to one in seven inclusive – at the applicable Level 2 rate set out in Item 6 of Schedule 1; and
 - (iii) where the Contracting Entity is rostered On Call less frequently than one in seven – at the applicable Level 3 rate set out in Item 6 of Schedule 1.
- (c) for Recalls:
 - (i) on the days of the week from Monday to Friday (excluding public holidays) between the hours of 8.00am and 6.00pm – for the actual time spent by the Contracting Entity, at the rate of 150% of the applicable loaded rate for Recalls per hour from Schedule 3(C); and
 - (ii) at other times – in accordance with paragraph (d) as if the Contracting Entity were providing Services at the request of the Customer during On Call times;
- (d) for Services provided at the request of the Customer during On Call times:
 - (i) for Services provided between the hours of 8.00am and midnight (2400 hours) - at the rate of 150% of the applicable loaded rate for Recalls per hour from Schedule 3(C); and
 - (ii) for Services provided between the hours of midnight (2400 hours) and 8.00am - at the rate of 200% of the applicable loaded rate for Recalls per hour from Schedule 3(C),

to be calculated in accordance with the following:
 - (iii) the Contracting Entity will be paid for a minimum of two hours for the first request for Services and a minimum of one hour for each subsequent request for Services in any 24 hour period commencing at 8.00am;
 - (iv) the applicable rate for the minimum payment will be the relevant rate set out in paragraph (i) or (ii); and
 - (v) where the time spent by the Contracting Entity providing the Services exceeds the minimum periods set out in paragraph (iii) above, the Contracting Entity will be entitled to be paid for the actual time spent, calculated to the nearest quarter of an hour; and
 - (vi) a subsequent request for Services that is made during the minimum periods set out in paragraph (iii) above will not constitute a separate request for services and the Contracting Entity will not be entitled to

payment for it;

(e) for Recalls, and requests for Services during On Call times, at any of the following hospitals:

- (i) Toowoomba hospital;
- (ii) Hervey Bay hospital;
- (iii) Bundaberg hospital;
- (iv) Gladstone hospital;
- (v) Rockhampton hospital;
- (vi) Mackay Base hospital;
- (vii) Mount Isa hospital;
- (viii) Maryborough hospital; or
- (ix) Cairns Base hospital,

the Contracting Entity can elect to receive payment:

- (x) as calculated in accordance with paragraph (c) for a Recall or paragraph (d) for the provision of Services when rostered On Call; or
- (xi) on a rate per procedure basis, commensurate with the Department of Veterans' Affairs Fee Schedules for Medical Services (as updated and amended from time to time), by nominating to do so in accordance with, and by following the procedure outlined in, the Visiting Medical Officers Exception to Standard Call Back Guidelines document, as updated and amended from time to time. To avoid doubt, the Contracting Entity will not be, or become an employee of the Customer by virtue of following the procedure outlined in that document;

(f) for approved Contracting Entity-initiated Services - at the rate set out in Item 8 of Schedule 1;

(g) for continuation of duty:

- (i) for the first Year of this Contract - at the applicable loaded rate per hour from Schedule 3(B); and
- (ii) for each subsequent Year of this Contract - at the next succeeding loaded rate per hour from Schedule 3(B);

(h) in respect of any Special Conditions contained within this Contract.

13.2 Payments under clause 13.1 will be calculated at the rate applicable to the Authorised Practitioner who actually provided the Services.

13.3 The Contracting Entity must not, and must ensure that each Authorised Practitioner does not, seek or accept any money, remuneration, payment or gratuity from a patient or from any person associated with a patient, for any Services provided under this Contract.

14. Invoicing & Payment

14.1 Unless otherwise agreed by the Parties, the Contracting Entity must, within 14 days

after the end of each Month, submit to the Customer, on the form supplied by the Customer, an invoice for the Services provided for the preceding Month, which includes:

- (a) the number of Sessions attended;
- (b) the date, time and duration of all Recalls (occurring during on call times as mentioned in clause [6.3\(c\)](#) and during Recall as mentioned in clause [9](#));
- (c) the date of each On Call Session;
- (d) the date, time and duration of all approved Contracting Entity-initiated Services;
- (e) the date, time and duration (calculated to the nearest quarter of an hour) of any period of continuation of duty; and
- (f) the name and relevant Year of entitlement from the schedule of payment rates in Schedule 3 of the Authorised Practitioner who actually provided the Services, for the relevant Month;
- (g) the calculation of fees claimed; and
- (h) the amount of GST payable in accordance with clause [27](#).

14.2 If requested by the Customer, the Contracting Entity will provide the Customer with such other information to enable the Customer to assess whether the amount claimed has been correctly calculated.

14.3 If in the reasonable opinion of the Customer an amount claimed by the Contracting Entity in an invoice for the Services under clause 14.1 is not correct, the Customer may only pay the amount it assesses to be properly payable. If the Contracting Entity disagrees, it may treat the matter as a dispute under clause 25, in which case the provisions of that clause will apply.

14.4 The Customer will pay the Contracting Entity for the Services not more than 30 days after receipt of an account from the Contracting Entity which is in order for payment.

14.5 Payment for the Services will be made to the Contracting Entity in accordance with this Contract. The Customer will not be liable to make any payment directly to an Authorised Practitioner. It is the responsibility of the Contracting Entity to pay any Authorised Practitioner for any of the Services provided by the Authorised Practitioner.

15. Absences

15.1 The Contracting Entity will not be in breach of this Contract for failure to provide the Services if:

- (a) the failure is:
 - (i) an unplanned absence due to illness or other emergent or unforeseen circumstances affecting an Authorised Practitioner and the Contracting Entity has complied with clause 15.2; or
 - (ii) a planned absence and the Contracting Entity has complied with clause 15.3;
- (b) the total aggregate number of Sessions for which the Contracting Entity is absent under clause [15.1\(a\)](#) does not exceed the eligible absence Sessions set out in clause [15.5](#); and
- (c) The Customer has approved the absence in accordance with clause [15.4](#).

15.2 As soon as possible after becoming aware of any circumstances affecting an Authorised Practitioner mentioned in clause 15.1(a)(i), the Contracting Entity must:

- (a) notify the [\[#insert position of senior medical officer/contract manager as appropriate\]](#) in writing (if practicable) of the relevant circumstances and attempt to come up with an interim arrangement that is acceptable to both Parties; and
- (b) within one week of the unplanned absence, apply in writing for an approved

absence.

15.3 Where the Contracting Entity wishes to take a planned absence, the Contracting Entity must seek approval for the absence:

- (a) at least four weeks prior notice to the Customer if the planned period of absence is eight weeks or less; or
- (b) at least eight weeks prior notice to the Customer if the planned period of absence is greater than eight weeks,

and it is the responsibility of the Contracting Entity to make reasonable efforts to secure a locum to provide the Services in the Contracting Entity's absence.

15.4 In deciding whether to approve an absence, the Customer must act reasonably. The Parties agree that it is reasonable for the Customer to take all or any of the following matters into consideration:

- (a) the eligible absence Sessions calculated in accordance with clause 15.5;
- (b) whether the Contracting Entity has been able to secure a locum to provide the Services in the Contracting Entity's absence and whether the proposed locum is acceptable to the Chief Executive;
- (c) the operational convenience of the Hospital or health facility at which the Contracting Entity provides the Services;
- (d) whether other visiting medical officers or the Customer's staff have applied for absence or leave at the same time as the Contracting Entity;
- (e) the health of an Authorised Practitioner or the nature of emergent or other unforeseen circumstances affecting an Authorised Practitioner; or
- (f) whether the Contracting Entity has complied with clauses 15.2 or 15.3 as the case may be.

15.5 The eligible absence Sessions will be calculated in accordance with the following formula:

$$a = \frac{b - c}{4.6}$$

where:

'a' is the number of eligible absence Sessions for each Authorised Practitioner, to the nearest whole number (if it is less than one but not negative, the number of eligible absence Sessions will be one);

'b' is the total number of Sessions attended by the Authorised Practitioner up to the proposed date of commencement of absence, including scheduled Sessions which fell on a public holiday but which were not rescheduled; and

'c' is the number of approved absences, expressed as a number of Sessions, previously taken.

15.6 The Customer may in its absolute discretion give approval for an absence notwithstanding that it does not comply with this clause 15.

16. Insurances

16.1 The Contracting Entity must at its cost, take out and maintain or be insured under, during the Contract term, the insurances described in the item 11 of Schedule 1 to cover claims made against the Contracting Entity to the extent that cover is not available under the indemnity provided by the Customer under clause 17. The insurance must:

- (a) be on reasonable commercial terms that are acceptable to the Customer (acting reasonably) based on Evidence of Insurance;

- (b) be held with a medical defence organisation, an insurer or insurers authorised and licensed to operate in Australia or otherwise with an insurer or insurers with a security rating of A- or better from AM Best (or equivalent rating organisation);
 - (c) be in the name of the Contracting Entity as policy holder or a named insured or extend cover to the Contracting Entity;
 - (d) be subject to a territorial limit and jurisdictional limit that includes Australia.
- 16.2 Unless otherwise agreed by the Customer in writing, the Contracting Entity must on request, promptly provide to the Customer sufficiently detailed Evidence of Insurance to the satisfaction of the Customer (acting reasonably) or such other satisfactory evidence the Contracting Entity may reasonably require to demonstrate that the Contracting Entity has in place the insurance policies required upon:
- (a) commencement of performance of this Contract;
 - (b) within five (5) Business Days of a request from the Customer; or
 - (c) when renewing or changing an insurance policy,
- to the extent that it does not breach the terms and conditions of the Contracting Entity's insurance policies.
- 16.3 The Contracting Entity must promptly notify the Customer if any policy is cancelled or there is any significant change in any of those policies.
- 16.4 The Contracting Entity must maintain an annual insurance policy or hold run-off insurance for a minimum period of 6 Years after the date of this Contract for all insurance policies which are maintained on a "claims made" basis.
- 16.5 The Contracting Entity warrants that any endorsements and deductibles that may be applicable to the required insurance policies, will not impact on the Contracting Entity's ability to meet any claim or otherwise prejudice the Customer's rights under this Contract.
- 16.6 The Contracting Entity must ensure that all Authorised Practitioners who hold registration under the *Health Practitioners Regulation National Law Act 2009* (Qld) retain insurances in accordance with their applicable profession-specific national board standards.

17. Indemnity

- 17.1 The Customer agrees to provide Authorised Practitioners with the indemnity and other support arrangements established by the *Indemnity for Queensland Health Medical Practitioners Human Resources Policy I2 (Human Resources Policy I2)*, as replaced from time to time, in the same way that the policy applies to a Medical Practitioner engaged by Queensland Health to undertake clinical management of public patients insofar as:
- (a) the circumstance that gives rise to the cost or need for other support is of a type for which a Medical Practitioner engaged by Queensland Health to undertake clinical management of public patients is covered by the Human Resources Policy I2; and
 - (b) the Contracting Entity and the Authorised Practitioner have complied with all of their obligations under this Contract as well as those under the Human Resources Policy I2, including following the relevant procedure for making an application for assistance (**indemnity application**).
- 17.2 The Customer is only liable to provide the indemnity or assistance under clause 17.1 to the extent that the Authorised Practitioner's circumstances continue to be covered

by Human Resources Policy I2 or would be entitled to indemnity or other assistance in accordance with clause 17.1(a).

17.3 The Customer is entitled to withdraw its indemnity from the Authorised Practitioner and/or seek reimbursement for costs of the indemnity (including Claim payments) from the Contracting Entity in the event that the Authorised Practitioner ceases to:

(a) be entitled to the indemnity or other assistance under Human Resources Policy I2; or

(b) be entitled to indemnity or other assistance in accordance with clause 17.1(a).

17.4 The Contracting Entity must notify the Customer in writing within two Business Days of any indemnity application or circumstances which may give rise to an indemnity application.

17.5 The Contracting Entity and each Authorised Practitioner must co-operate fully with and assist the Customer and its lawyers to conduct the defence of an indemnity application, whether or not the Contracting Entity or an Authorised Practitioner is named as a respondent or defendant.

17.6 An Authorised Practitioner who is entitled to an indemnity under clause 17 must notify the Customer in writing as soon as possible of any matter which might affect an Authorised Practitioner's entitlement to indemnity under this Contract.

17.7 The Contracting Entity releases, discharges and indemnifies the Customer and each of its officers and employees (**the Indemnified Persons**) from and against any Claim which may be brought against or made upon them and any Loss incurred by them in connection with any:

(a) negligent or unlawful act or omission of the Contracting Entity or any Authorised Practitioner;

(b) breach of this Contract by the Contracting Entity;

(c) contravention of any legislative requirement by the Contracting Entity or an Authorised Practitioner; and

(d) breach of warranty under clause 18.1 (a) or 18.1(c),

except to the extent the Claim or Loss is caused by any negligent or unlawful act or omission on the part of the Indemnified Persons or the failure of the Indemnified Persons to comply with their obligations under this Contract.

18. Licensing Requirements

18.1 The Contracting Entity:

(a) warrants that it will comply with all applicable laws regarding the engagement of any individual, including the Authorised Practitioners, in the provision of the Services;

(b) must hold and maintain all requisite licences, registrations, permits and authorities necessary for the provision of the Services as required by law or otherwise (**Authorisations**);

(c) warrants that on each and every day of this Contract it has obtained or effected all Authorisations and these Authorisations are in full force and effect and the Contracting Entity is not in nor will it be in material default of any of the terms and

conditions of the Authorisations during the Term; and

- (d) must, if requested by the Customer, provide evidence of compliance with its obligations under this clause to the satisfaction of the Customer.

19. The Customer Rules

- 19.1 The Contracting Entity must ensure that it and each Authorised Practitioner complies with any laws, directions, policies, rules, by-laws, practices and procedures in effect from time to time in the Hospital, including those relating to security, occupational health and safety, the performance of clinical services and as otherwise associated with the provision of the Services.
- 19.2 The Contracting Entity must ensure that it and each Authorised Practitioner participates and co-operates in any clinical or other audits of the Services that may be required by the Customer from time to time. The Contracting Entity will receive reasonable reimbursement for participating in these audits.

20. Confidentiality and Privacy

- 20.1 The Contracting Entity must not, and must ensure that each Authorised Practitioner does not, disclose any Confidential Information (other than Confidential Information to which clauses 20.2, 20.3 and 20.4 refer) except to its accountants, legal advisors or as required by law or where the prior written consent of the Customer has been obtained to a disclosure.
- 20.2 The Contracting Entity acknowledges and agrees that it is bound by and must comply with (and ensure that each Authorised Practitioner complies with) all applicable confidentiality obligations including those under Part 7 of the *Hospital and Health Boards Act 2011* (Qld), section 147 of the *Private Health Facilities Act 1999* (Qld), Chapter 6 of the *Public Health Act 2005* (Qld), and Part 7, Division 1 of the *Ambulance Service Act 1991* (Qld), to the extent that these provisions are applicable in the provision of the Services.
- 20.3 The Contracting Entity acknowledges and agrees that it is a bound Contracted service provider under the *Information Privacy Act 2009* (Qld). The Contracting Entity and each Authorised Practitioner must comply with Parts 2 and 3 of Chapter 2 of the *Information Privacy Act 2009* as if they were the Customer.
- 20.4 Without limiting clause 20.3, the Contracting Entity must, with respect to any Personal Information it collects when providing the Services:
 - (a) make its Authorised Practitioners, officers, employees and agents aware of the Contracting Entity's obligations under this clause 20 including, when requested by the Customer, requiring those persons to promptly sign a privacy deed in a form required by the Customer; and
 - (b) comply with such other privacy and security measures as the Customer reasonably advises the Contracting Entity in writing from time to time.
- 20.5 The Contracting Entity must immediately notify the Customer in writing upon becoming aware of any breach of this clause 20.
- 20.6 Nothing in this Contract limits or affects the Parties' obligations in respect of confidentiality, privacy or otherwise under the *Hospital and Health Boards Act 2011* (Qld), *Information Privacy Act 2009* (Qld) or any other applicable legislation.
- 20.7 The Contracting Entity acknowledges that:
 - (a) the *Right to Information Act 2009* (Qld) (**RTI Act**) provides members of the public with a legally enforceable right to access documents held by Queensland government bodies, subject to specified exemptions under the RTI Act;

- (b) information relating to this Contract is potentially subject to disclosure under the RTI Act; and
- (c) it should indicate any relevant concerns to the Customer at the time of disclosing the information to the Customer.

20.8 Despite anything else in this Contract, the Customer may disclose any information:

- (a) to Ministers, their advisors or Parliament;
- (b) to a hospital and health service or any other Queensland government body involved in the provision of health services in Queensland; and
- (c) as required under the RTI Act or the *Information Privacy Act 2009* (Qld).

20.9 The Contracting Entity acknowledges that the Customer may use and disclose any of the information provided by the Contracting Entity about the Contracting Entity, this Contract or the Services to Queensland government bodies and the Commonwealth, States or Territories for any purpose in connection with the administration of this Contract.

20.10 The Customer may publish information about this Contract on the Queensland Government's contract directory, where required or recommended by Queensland Government procurement policy.

21. Customer Data

21.1 The ownership of the Customer Data, including any intellectual property rights in the Customer Data, will vest in the Customer on creation. The Contracting Entity has no right, title or interest in the Customer Data except as specified in this clause. The Contracting Entity must not access, use, modify or disclose the Customer Data to any person except to its personnel and the Authorised Practitioners on a need to know basis to provide the Services and in accordance with all laws.

21.2 The Contracting Entity must comply with clause 20 and all applicable laws in relation to the Customer Data which is or contains Personal Information. The Contracting Entity must provide reasonable assistance to the Customer on request to enable the Customer to comply with laws, policies and standards applicable to the Customer in relation to the Customer Data including identification, labelling, searching, reporting, copying, retrieval and modification of the Customer Data in relation to Personal Information, public records, right to information and information standards.

22. Suspension of Payment

22.1 The Customer may suspend payments to the Contracting Entity without penalty if the Contracting Entity refuses, neglects or fails to supply and/or perform any part of this Contract, until the Services are performed in the manner acceptable to the Customer and in accordance with this Contract.

22.2 If the Contracting Entity does not agree with the Customer's reason for the suspension of payment under clause 22.1, the Contracting Entity may follow the Dispute Resolution procedure stated in clause 25.

22.3 In suspending payment under clause 22.1, the Customer will not withhold payment for past Services performed in a manner acceptable to the Customer, and in accordance with this Contract.

23. Suspension of Contract

23.1 Where the Contracting Entity breaches this Contract in the reasonable opinion of

the Customer, the Customer may without limiting any right of action or remedy which has accrued or may accrue in favour of the Customer:

- (a) give written notice to the Contracting Entity, by a notice of suspension, that the Contract is suspended in whole or in part from the date specified in the notice for a specified period; and
 - (b) provide the Contracting Entity with reasonable directions in relation to the subsequent performance of the Contract.
- 23.2 The Contracting Entity must immediately comply with any reasonable directions given by the Customer in accordance with clause 23.1(b).
- 23.3 Prior to the period of suspension expiring, the Customer may notify the Contracting Entity in writing that the:
- (a) period of suspension will cease to be effective from the date specified in the notice based on the Customer being satisfied that the issues/concerns which gave rise to the suspension have been resolved, upon which each Party must resume its performance under this Contract from that date;
 - (b) period of suspension will be extended for a further period of time specified in the notice; or
 - (c) Contracting Entity must show cause, pursuant to a written notice issued by the Customer, why the Customer should not terminate this Contract from the time specified in the notice.
- 23.4 If the Customer fails to notify the Contracting Entity in writing in accordance with clause 23.3, the period of suspension will expire at the end of the nominated period and each Party must then resume its performance under this Contract.

24. Termination

- 24.1 Either Party may terminate this Contract at any time on giving not less than 3 Months' notice in writing to the other Party, unless the Contracting Entity is engaged on a Month to Month basis under clause 2.3, in which case the notice period will be 1 Month.
- 24.2 The Customer may by notice in writing to the Contracting Entity immediately terminate this Contract:
- (a) if the Contracting Entity:
 - (i) fails to comply with any provision of this Contract and that failure is not remedied within 14 days after the Customer has given notice to the Contracting Entity to remedy the failure;
 - (ii) takes or has instituted against it any action or proceeding whether voluntary or compulsory which has the object or may result in its winding up, other than a voluntary winding up by members for the purpose of reconstruction or amalgamation, or is placed under official management or enters into a compromise or other arrangement with its creditors or a receiver or receiver and manager is appointed to carry on its business for the benefit of its creditors or any of them;
 - (iii) indicates that it is unwilling or unable to complete this Contract;
 - (iv) breaches any part of clause 16, clause 18 or clause 20; or
 - (b) where any other provision of this Contract expressly entitles the Customer to terminate this Contract in accordance with this clause.
- 24.3 The Contracting Entity must, immediately upon becoming aware of an event mentioned in clause 24.2(a)(ii), notify the Customer in writing of that fact.
- 24.4 Termination of this Contract for any reason is without prejudice to any rights of the

Customer under this Contract or at common law, including the right to claim damages for breach of this Contract.

25. Dispute Resolution

- 25.1 If a dispute arises between the Parties in respect of this Contract, either Party may by notice in writing request the other Party to negotiate with a view to resolving the dispute. Upon receipt of a notice under this clause, the Parties must enter into negotiations in good faith as soon as possible to attempt to resolve the dispute.
- 25.2 If the dispute has not been satisfactorily resolved 14 days after the giving of a notice under clause 25.1, either Party may by notice in writing request the Chief Executive to call a conference for such purpose.
- 25.3 On receipt of a notice under clause 25.2, the Chief Executive (or a person nominated by the Chief Executive) will convene a conference within 28 days. The persons to be involved in the conference will include:
- (a) the Chief Executive or the Chief Executive's nominee, who will be the chairperson of the conference;
 - (b) a representative from the Customer; and
 - (c) the Contracting Entity.
- 25.4 If the dispute is not resolved within 7 days after the conference under clause 25.3 has been convened, the Parties agree to refer the dispute for determination to a person nominated by the President for the time being of the Queensland Law Society, who will act as an expert and not as an arbitrator. The expert's determination will be final and binding on the Parties, and the costs of the expert will be borne equally by the Parties.
- 25.5 Pending determination of a dispute under this clause, the Parties will continue to perform their obligations under this Contract, unless otherwise directed by the Customer.

26. Notices

- 26.1 A notice, request, application or any other communication (**notice**) under this Contract must be given in writing.
- 26.2 The Contracting Entity must refer any matter relating to the performance of this Contract to the Chief Executive or a person nominated by the Chief Executive.
- 26.3 The addresses for service of notices to the Parties are as follows:
- (a) for the Customer - as set out in Item 9 of Schedule 1; and
 - (b) for the Contracting Entity - as set out in Item 10 of Schedule 1,
or such subsequent address as one Party may notify to the other in writing.
- 26.4 A notice under this Contract will be deemed to have been given:
- (a) if delivered by hand or by courier - on the date of delivery;
 - (b) if sent by express post - one Business Day after the date of posting; and
 - (c) if emailed - on the date recorded on the device from which the Party sent the email, unless the sending Party receives an automated message that the email has not been delivered,
except that a delivery by hand or email received after 5.00 pm (local time of the receiving Party) will be deemed to be given on the next Business Day at that address.
- 26.5 For the purposes of the *Electronic Transactions (Queensland) Act 2001* (Qld), the Parties consent to the giving of notices by email.

27. GST

- 27.1 In this clause 27:
- (a) words and expressions which are not defined in this Contract 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).
- 27.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Contract are exclusive of GST.
- 27.3 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 Contract, the recipient will pay to the supplier an amount equal to the GST payable on the supply.
- 27.4 The recipient will pay the amount referred to in clause 27.3 in addition to and at the same time that the consideration for the supply is to be provided under this Contract.
- 27.5 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 27.3. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.
- 27.6 If an adjustment event arises in respect of a taxable supply made by a supplier under this Contract, the amount payable by the recipient under clause 27.3 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.
- 27.7 Where a Party is required under this Contract 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.

28. General Provisions

- 28.1 The Contracting Entity must not assign this Contract without the consent in writing of the Customer, which consent will not be unreasonably withheld.
- 28.2 The Contracting Entity must not subcontract the provision of any Services to any subcontractor (other than Authorised Practitioners) without the consent of the Customer. Any consent given by the Customer to subcontract:
- (a) may be conditional;
 - (b) will not operate as an authority to transfer responsibility to the subcontractor; and
 - (c) will not relieve the Contracting Entity from any of its liabilities or obligations under this Contract.
- 28.3 Any failure by a Party at any time to enforce a clause of this Contract, or any forbearance, delay or indulgence granted by a Party to the other, will not constitute

a waiver of the Party's rights.

- 28.4 No provision of this Contract will be deemed to be waived unless that waiver is in writing and signed by an authorised delegate of the waiving Party.
- 28.5 A waiver by a Party of a breach of any part of this Contract will not be a waiver of any subsequent breach of the same part nor a waiver of a breach of any other part.
- 28.6 The Contracting Entity must comply with all relevant laws in performing its obligations under this Contract.
- 28.7 The Contracting Entity must do all things reasonably required by the Customer to give effect to this Contract.
- 28.8 This Contract will be governed by and construed in accordance with the law for the time being in force in the State of Queensland and the Parties agree to submit to the jurisdiction of the courts of Queensland.
- 28.9 Each Party will bear its own legal fees, costs and expenses of and incidental to the negotiation, preparation and execution of this Contract. the Customer will pay any stamp duty on this Contract.
- 28.10 This Contract may be varied at any time by agreement in writing executed by both Parties.
- 28.11 It will be sufficient evidence of agreement to vary a schedule to this Contract if the Parties execute and date a document purporting to be a substitute schedule.
- 28.12 If any clause of this Contract is determined to be partly or wholly invalid, unlawful or unenforceable, that clause will be severed (to the extent of its invalidity, unlawfulness or unenforceability) from this Contract and the remaining provisions will continue in effect as far as possible.
- 28.13 This Contract may be executed in any number of counterparts, each signed by one or more Parties and, if so, all such counterparts taken together constitute one document.
- 28.14 In the event that any signature of a Party executing this Contract is delivered by email delivery of a scanned '.pdf' format data file or equivalent of this entire Contract to the other Party or its representative, the signature will create a valid and binding obligation on the Party executing (or on whose behalf this Contract is executed) with the same force and effect as if the signature were an original. For the avoidance of doubt, this Deed may be in the form of an electronic document and may be electronically signed.

29. Clauses to Survive Termination

The following clauses will survive termination or expiration of this Contract:

- (a) clause 1 Definitions and Interpretation;
- (b) clause 4 Provision of Services;
- (c) clause 14 Invoicing & Payment;
- (d) clause 16 Insurances;
- (e) clause 17 Indemnity;
- (f) clause 20 Confidentiality and Privacy;

- (g) clause 21 Customer Data;
- (h) clause 24.4 of clause 24 – Termination; and
- (i) clauses [28.3](#), [28.4](#), [28.5](#), [28.7](#), [28.8](#), [28.9](#) and [28.12](#) of clause 28 – General Provisions.

EXECUTED BY THE PARTIES AS AN AGREEMENT on the dates below.

Executed for and on behalf of **STATE OF QUEENSLAND** acting through **[the Department ABN#] [HHS ABN#]** by:

Name of authorised representative (print)

Signature of authorised representative

Title (print)
a duly authorised person, in the presence of:

Name of witness (print)

Signature of witness

Date (print)

Executed in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Full name of Contracting Entity (print)

ACN of Contracting Entity (print)

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Date (print)

Executed for and on behalf of
the Contracting Entity by a partner of that
partnership who is authorised to enter
agreements:

Signature of Partner

Signature of Witness

Full name (print)

Full name (print)

Date (print)

SCHEDULE 1

1. **Contracting Entity:** [#Insert name of Contracting Entity and the ACN where relevant]:
2. **Commencement Date:** [#insert]
3. **Hospital:** [#insert Hospital/s and/or facilities]
4. **Term:** One Year
5. **Sessions:** The Contracting Entity will provide the Services for the following Sessions:

6. **Payment rate for On Call times:** [#ApplicableNot Applicable]

Level	Rate Payable (per hour)
Level 1	\$11.58
Level 2	\$9.27
Level 3	\$6.95

7. **Payment rate for Recall:** At the rate of either 150% or 200% of the applicable loaded rate for Recalls per hour from Schedule 3(C) (as set out in clause 13.1(c))
8. **Payment rate for Contracting Entity-initiated Services:** As per rates listed in Schedule 3(B)
9. **The Customer's address for service:**
10. **Contracting Entity's address for service:** [#Insert Contracting Entity's address for service, including email address].
11. **Insurance**
Workers compensation - If required under the *Workers' Compensation and Rehabilitation Act 2003* (Qld) in accordance with that Act for the Authorised Practitioners

Any liability insurance policy/ies that covers the Contracting Entity against allegations and

complaints made against the Contracting Entity that are not covered by the indemnity provided by the Customer under clause 17.

Any other insurance specified in writing by the Customer prior to the start date of this Contract

SCHEDULE 2

Services:

The Services to be provided by the Contracting Entity are: [#insert details about services].

SCHEDULE 3(A)

Contracting Entity HOURLY RATES (BASE RATES)

	As from 1/07/2017	As from 1/04/2023	As from 1/04/2024	As from 1/04/2025
Percentage Increase	2.50%	4%	4%	3%
Visiting Specialist				
1 st Year	116.06	120.70	125.53	129.30
2 nd Year	120.01	124.81	129.80	133.70
3 rd Year	123.85	128.80	133.96	137.97
4 th Year and Thereafter	126.96	132.04	137.32	141.44
Visiting Senior Specialist				
1 st Year and Thereafter	137.93	143.45	149.19	153.66
Visiting General Practitioner				
1 st , 2 nd , 3 rd Year	100.78	104.81	109.00	112.27
Thereafter	104.61	108.79	113.15	116.54
Visiting General Practitioner with FRACGP and/or Vocational Registration				
1 st Year	100.78	104.81	109.00	112.27
2 nd Year	104.61	108.79	113.15	116.54
3 rd Year & Thereafter	108.41	112.75	117.26	120.77

SCHEDULE 3(B)

Contracting Entity HOURLY RATES (LOADED RATES)

	As from 1/07/2017	As from 1/04/2023	As from 1/04/2024	As from 1/04/2025
Percentage Loading on Recall Rate	38.62%	+ 4%	+ 4%	+ 3%
Visiting Specialist				
1 st Year	238.11	247.63	257.54	265.27
2 nd Year	246.20	256.05	266.29	274.28
3 rd Year	254.09	264.25	274.82	283.07
4 th Year and Thereafter	260.47	270.89	281.72	290.18
Visiting Senior Specialist				
1 st Year and Thereafter	282.98	294.30	306.07	315.25
Visiting General Practitioner				
1 st , 2 nd , 3 rd Year	206.75	215.02	223.62	230.33
Thereafter	214.61	223.19	232.12	239.09
Visiting General Practitioner with FRACGP and/or Vocational Registration				
1 st Year	206.75	215.02	223.62	230.33
2 nd Year	214.61	223.19	232.12	239.09
3 rd Year & Thereafter	222.42	231.32	240.57	247.79

SCHEDULE 3(C)

Contracting Entity HOURLY RATES (LOADED RATES for RECALL)

	As from 1/07/2017	As from 1/04/2023	As from 1/04/2024	As from 1/04/2025
Percentage loading on Base Hourly Rate:	48.00%	+ 4%	+ 4%	+ 3%
Visiting Specialist				
1 st Year	171.77	178.64	185.79	191.36
2 nd Year	177.61	184.71	192.10	197.87
3 rd Year	183.30	190.63	198.26	204.20
4 th Year	187.90	195.42	203.23	209.33
Visiting Senior Specialist				
1 st Year and thereafter	204.14	212.31	220.80	227.42
Visiting General Practitioner				
1 st , 2 nd , 3 rd Year	149.15	155.12	161.32	166.16
Thereafter	154.82	161.01	167.45	172.48
Visiting General Practitioner with FRACGP and/or Vocational Registration				
1 st Year	149.15	155.12	161.32	166.16
2 nd Year	154.82	161.01	167.45	172.48

Schedule 4 – Nominated Medical Practitioner/s

Name of Medical Practitioner	Qualifications	Details of Experience

Schedule 5 – Special Conditions