



Government
of South Australia

SA HEALTH RURAL GENERAL PRACTITIONER AGREEMENT 2024-28

AGREEMENT made on the date specified in Item 1 of Attachment 1.

BETWEEN:

THE REGIONAL LOCAL HEALTH NETWORK NAMED IN ITEM 2 OF ATTACHMENT 1 (“Regional LHN”)

AND

THE GENERAL PRACTICE NAMED IN ITEM 3 OF ATTACHMENT 1 (“General Practice”)

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the List of Nominated Medical Practitioners (Attachment 2), Non-Clinical Engagement Plan (Attachment 3), Scope of Services (Attachment 4), Schedule of Fees (Attachment 5), Key Performance Indicators (Attachment 6), Policies (Attachment 7) and the Terms and Conditions (Attachment 8) will together comprise the Agreement between the Parties for the provision of the Medical Services.

EXECUTED AS AN AGREEMENT

Regional LHN Execution

EXECUTED by a duly authorised officer for and on behalf of the **REGIONAL LOCAL HEALTH NETWORK NAMED IN ITEM 2 OF ATTACHMENT 1:**

Signature of Authorised Officer

Print Name of Authorised Officer

in the presence of:

Witness Signature

Print Witness Name

Date

General Practice Execution

[INSERT GENERAL PRACTICE EXECUTION BLOCK FROM THE OPTIONS BELOW]

[DRAFTING NOTE: BELOW ARE THE OPTIONAL EXECUTION BLOCKS FOR THE GENERAL PRACTICE. SELECT THE APPROPRIATE EXECUTION BLOCK FOR THE PARTICULAR GENERAL PRACTICE AND COPY IT INTO THE SPACE PROVIDED ABOVE. COMPLETE THE EXECUTION BLOCK WITH THE GENERAL PRACTICE'S DETAILS AND THEN DELETE THIS DRAFTING NOTE AND ALL OF THE CLAUSES BELOW]

[IF THE GENERAL PRACTICE IS A SOLE TRADER]

EXECUTED by **[INSERT GENERAL PRACTITIONER'S FULL NAME]**:

Signature

in the presence of:

Witness Signature

Print Witness Name

Date

[IF THE GENERAL PRACTICE IS A COMPANY]

EXECUTED by **[INSERT COMPANY'S FULL NAME]** in accordance with Section 127 of the *Corporations Act 2001* and its Constitution:

Signature of *Director / *Sole Director & Company Secretary

Print Name

Signature of *Director / *Company Secretary

Print Name

Date

*Delete inapplicable titles

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[IF THE GENERAL PRACTICE IS A PARTNER IN A PARTNERSHIP – Repeat for each Partner]

EXECUTED by **[INSERT PARTNER'S FULL NAME]** as a partner in the partnership trading as **[INSERT PARTNERSHIP NAME]**:

Signature

in the presence of:

Witness Signature

Print Witness Name

Date

[IF THE GENERAL PRACTICE IS A NATURAL PERSON ACTING AS A TRUSTEE FOR A TRUST]

EXECUTED by **[INSERT PERSON'S FULL NAME]** acting as trustee for **[INSERT NAME OF TRUST]**:

Signature

in the presence of:

Witness Signature

Print Witness Name

Date

OFFICIAL

[IF THE GENERAL PRACTICE IS A COMPANY ACTING AS A TRUSTEE FOR A TRUST]

EXECUTED by **[INSERT COMPANY'S FULL NAME]** acting as trustee for **[INSERT NAME OF TRUST]** in accordance with Section 127 of the *Corporations Act 2001* and its Constitution and the relevant trust deed:

Signature of *Director / *Sole Director & Company Secretary

Print Name

Signature of *Director / *Company Secretary

Print Name

Date

*Delete inapplicable titles

ATTACHMENT 1
AGREEMENT DETAILS

<p>Item 1 Date of Agreement</p> <p>Contract No:</p>	<p>[Insert Date of Agreement]</p> <p>[Insert Contract Number]</p>
<p>Item 2 Regional Local Health Network</p>	<p>Name: [INSERT LHN'S NAME] LOCAL HEALTH NETWORK INCORPORATED</p> <p>A.B.N: [Insert LHN's ABN]</p> <p>Address: [Insert LHN's Address]</p>
<p>Item 3 General Practice</p>	<p>Name: [INSERT GENERAL PRACTICE'S FULL LEGAL NAME]</p> <p>Trust: [Insert the name of any Trust that the General Practice's business is operating through (if any) or insert 'Not applicable']</p> <p>Partnership: [Insert the name of any Partnership that the General Practice's business is operating through (if any) or insert 'Not applicable']</p> <p>A.C.N: [Insert General Practice's ACN or insert 'Not applicable']</p> <p>A.B.N: [Insert General Practice's ABN]</p> <p>Address: [Insert General Practice's Address]</p> <p>Telephone: [Insert General Practice's Telephone Number]</p> <p>Email: [Insert General Practice's Email Address]</p> <p>AHPRA Reg. No: [Insert General Practice's AHPRA Reg. No. or insert 'Not applicable'] (for sole trader only)</p>
<p>Item 4 Term (Clause 3.1)</p>	<p>Commencement Date: [Insert Commencement Date of Agreement]</p> <p>Expiry Date: [Insert Expiry Date of Agreement]</p> <p>(N.B. The default Expiry Date to be inserted in this Item 4 is 31 January 2028, although it is permissible to specify an earlier Expiry Date, provided it does not exceed 31 January 2028)</p>
<p>Item 5 Regional LHN's Representative (Clause 54.1.55)</p>	<p>The Regional LHN's Representative is:</p> <p>[Insert Name] – Executive Director of Medical Services</p> <p>Address: [Insert Address]</p> <p>Phone: [Insert Phone Number]</p> <p>Email: [Insert Email Address]</p>
<p>Item 6 General Practice's Representative (Clause 54.1.55)</p>	<p>The General Practice's Representative is:</p> <p>[Insert Name] – [Insert Job Title]</p> <p>Address: [Insert Address]</p> <p>Phone: [Insert Phone Number]</p> <p>Email: [Insert Email Address]</p>

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<p>Item 7 Hospital/s (Clause 54.1.25)</p>	<p>The General Practice will provide the Medical Services at the following health care facilities of Regional LHN:</p> <p>Name: [Insert the names of the health facility where the General Practice is to provide the Medical Services] Address: [Insert Address]</p> <p>Name: [Insert the names of the health facility where the General Practice is to provide the Medical Services] Address: [Insert Address]</p> <p>Name: [Insert the names of the health facility where the General Practice is to provide the Medical Services] Address: [Insert Address]</p>
<p>Item 10 Insurance (Clause 43.1)</p>	<p><u>Medical Malpractice</u>: Not less than \$20 million for any one claim and in the annual aggregate.</p> <p><u>Public Liability</u>: Not less than \$20 million for any one claim and unlimited in all.</p>
<p>Item 11 Recipient Created Tax Invoice (Clause 39.9)</p>	<p>Does the General Practice require the Regional LHN to produce Recipient Created Tax Invoices? (if yes must be registered for GST)</p> <p>[Insert 'YES' or 'NO']</p>

OFFICE USE ONLY

THIS CHECKLIST MUST BE COMPLETED BY THE REGIONAL LHN BEFORE THE REGIONAL LHN SIGNS THIS AGREEMENT

CHECKLIST	Received
(Clause 8.1) Check that all Nominated Medical Practitioner/s have current Credentials & Scope of Clinical Practice	
(Clause 30.2) Obtain and review copies of National Police Checks	
(Clause 29.3.1) Obtain written verification of Working with Children Checks	
(Clause 11.3) Obtain written verification of Immunisations	
(Clause 43.1.4) Obtain and review copy of Insurance Certificates of Currency	

ATTACHMENT 2

LIST OF NOMINATED MEDICAL PRACTITIONERS

Insert Health Site

Table 1.1: On-Call Availability and Nominated Medical Practitioners

	Medical Services provided at site								
Roster	Emergency	Inpatient	Emergency & Inpatient	Anaesthetics	Obstetrics	Neonatal	Surgical	Surgical Assist	
Number of NMPs on-call per 24 hour period									
Responsibility for Roster									
Nominated Medical Practitioner (NMP)	Emergency	Inpatient	Emergency & Inpatient	Anaesthetics	Obstetrics	Neonatal	Surgical	Surgical Assist	Credentialed Scope of Practice/ Limitation
Dr (AHPRA No.)									.

The Regional LHN has a commitment to the community to provide Medical Services 24 hours per day, every day of the year at the health site(s) detailed above.

The General Practice shall ensure the listed Nominated Medical Practitioner(s) is available to provide the Medical Services in accordance with the Scope of Clinical Practice to enable the Regional LHN to provide coverage for the Site(s).

The General Practice shall be available to fill the required Roster for the Site(s) as agreed between the parties. Once the Roster has been agreed, where the Nominated Medical Practitioner is unavailable, the General Practice shall notify the Regional LHN pursuant to clause 48 of the Agreement and agree a suitable solution for the parties.

The Roster will be maintained by the party responsible for the Roster and may be updated at any time during the Term as agreed between the parties.

Table 1.2: GP Registrar List

Name of GP Registrar	Medical Services provided at site								Trainee Scope of Clinical Practice
	Emergency	Inpatient	Emergency & Inpatient	Anaesthetics	Obstetrics	Neonatal	Surgical	Surgical Assist	
Dr (AHPRA No.)									•
	Registrar Level			Name of Supervisor					
Dr (AHPRA No.)									•
	Registrar Level			Name of Supervisor					

The General Practice must ensure the GP Registrar listed only provides Medical Services within their approved Scope of Clinical Practice and under the supervision of their nominated supervisor.

Table 2.1: Payment Model Applicable

All fees are as per Attachment 5 unless otherwise advised.

Speciality	Payment Model	AB Eligible Payments	Time of Day	Additional Comments

Table 3.1: One-off & Rural Attraction Payment

Medical Practitioner	One-off Payment	Rural Attraction Payment	Instalment Schedule (if applicable for Rural Attraction Payment)
	\$	\$	
	\$	\$	

ATTACHMENT 3 NON-CLINICAL ENGAGEMENT PLAN (NCEP)

**Rural GP Agreement 2024-28
Nominated Medical Practitioner / Regional Local Health Network
Non-Clinical Engagement Planner**

As part of the Quality Improvement and Development process, Engagement Planning is a key feature of the Rural General Practitioner Agreement 2024-28 (GPA). It is the process by which the Executive Director of Medical Services (EDMS) from each regional Local Health Network (LHN) and GP(s) agree on engagement activities undertaken by the GPs/Clinics and the resources to be provided by the regional LHN for the GPs to fulfil their commitments. The medical services GPs provide, and the way they are undertaken, are stated in the GPA.

This Non-Clinical Engagement Planner (NCEP) specifies the non-clinical activities GPs may participate in.

The list of activities and commitments are examples only. Regional LHNs may delete or ignore those activities, meetings, etc. which are not relevant to their circumstances and add any which may be. Furthermore, it is not expected that every GP of a Practice participates in all non-mandatory activities. Rather, the purpose of the NCEP is to clarify for all parties which GP is providing which non-clinical service to the regional LHN.

The NCEP may be completed at the Practice/Clinic level rather than with individual GPs.

Clinic and/or GP(s)	
Practice / GP Name	
Address	
Phone	
Email Address	
If completing as a Practice, please provide GP names in the GPA	

Regional Local Health Network	
Regional LHN	
EDMS	
GP Liaison details	

1. Indicative Engagement Activities
(add or delete activities as required by relevant regional LHN)

Non-Clinical Activities	Tasks	Who	Comment/Status
Mandatory Training	The 8 mandatory training items as specified in the SA Health Policy Directive, and as covered in GPA	All	
Regional LHN mandatory training items, plus any other training/development Activities required but not specified in GPA.			
Regional LHN approved registrar support/training, as outlined in the GPA, for example: <ul style="list-style-type: none"> • Orientation • Clinical Supervision • Mentoring • Assessment 			
Quality and Safety Meetings to be attended, for example: <ul style="list-style-type: none"> • Accreditation • Occupational Health and Safety. • Clinical Governance Meetings • Credentialling and Scope of Practice • Incident Reviews • Morbidity and Mortality Meetings • Drugs and Therapeutics • Perinatal and Maternity Services 			
Providing approved training at the request of the Regional LHN for example: <ul style="list-style-type: none"> • Practical Obstetric Multi-Professional Training (PROMPT) • Neo Natal Advanced Life Support (NALS) • Maternity Safety Education 			
Clinical Improvement Activities, e.g., <ul style="list-style-type: none"> • Theatre outcome, utilisation, and clinical audits • Delivery Suite / birthing outcomes 	Attend (X No. of) meetings pa and actively contribute to improvement activities.		
Administrative (specify as required) e.g. <ul style="list-style-type: none"> • Workforce and service delivery planning (e.g., State Emergency Preparedness) 	Attend (x No. of) meetings pa in relation to: Procedure and Guideline Development		
Other:	Clinical Collaborative		

2. LHN Commitments

To ensure that the GPs are able to deliver on the commitments outlined above the LHN will provide the following facilities and support mechanisms:

	Comment/Status
Access to regional LHN's site, including: <ul style="list-style-type: none"> • Theatre access • Support staff • Consumables • Others as agreed 	
IT, Wi-Fi, HAD Access	
Dedicated Workspace	
PC, Printer	
Other	

GP / PRACTICE SIGNATURE: _____

PRINTED NAME: _____

EDMS: _____

DATE: _____

ATTACHMENT 4
SCOPE OF SERVICES

The General Practice shall ensure the Nominated Medical Practitioner(s) listed in Attachment 2 are each available to deliver Medical Services to Public Patients in accordance with their approved Scope of Clinical Practice.

Medical Services:

The Medical Services to be delivered will depend on the credentialed Scope of Clinical Practice of each of the Nominated Medical Practitioners and as further detailed in Attachment 2. Notwithstanding this, the broad scope of Medical Services to be provided is detailed in Table 1 of this Attachment.

Table 1: Clinical Domain and Roster

Service	Payment Model	Party to determine Roster (Clause 4.12)
• Anaesthetic services	• Refer to Attachment 2	[Insert LHN or General Practice]
• Obstetric services	• Refer to Attachment 2	[Insert LHN or General Practice]
• Surgical services	• Refer to Attachment 2	[Insert LHN or General Practice]
• Emergency services	• Refer to Attachment 2	[Insert LHN or General Practice]
• Inpatient services	• Refer to Attachment 2	[Insert LHN or General Practice]

The specific payment models for the provision of the Medical Services applicable will be as detailed in Attachment 2.

Emergency Services where the Patient is subsequently Admitted

When a patient is treated in the public hospital emergency setting, and the clinical decision is for the patient to be admitted, the patient must be considered a Public Patient for the provision of emergency treatment/services up until the decision to admit is made, in accordance with [2020-25 National Health Reform Agreement](#) (NHRA) or as amended from time to time.

The General Practice may bill the Regional LHN for emergency services provided to patients up until the decision to admit is made. These emergency services will be treated as Medical Services rendered to a Public Patient and must not be billed to Medicare / Private Health Insurers.

Non-Admitted GP Walk-in Services

When a patient is seen in the Hospital for immediate medical attention and a decision is made not to admit the patient, these services are considered 'GP Walk-in Services' and may be provided in a private capacity (i.e., such patients may be treated as Private Patients of the Nominated Medical Practitioner), except when the General Practice is engaged under a Sessional model to provide these services.

Private Non-Admitted GP Walk-in services may be provided by the Medical Practitioner as an extension of their private practice, under provision G21 of the NHRA.

ATTACHMENT 5
SCHEDULE OF FEES

SOUTH AUSTRALIAN MEDICAL SCHEDULE OF FEES (SAMSOF)

The payment model for each General Practice will be as listed in Attachment 2

1.1 Schedule of Fees and Payment Models

For the purposes of this Agreement, the Schedule of Fees payable to the General Practice under this Attachment 5 is known as the South Australian Medical Schedule of Fees (SAMSOF).

The Regional LHN and General Practice will agree to one or more of the following payment models:

1. On-site Sessional
2. Off-site Sessional
3. Activity Based Service (AB)

The agreed payment model/s are those specified in Attachment 2.

All fees payable under each of these models are made exclusively for the provision of Medical Services to Public Patients.

For the avoidance of doubt, the General Practice can only charge for the provision of a Medical Service under this Agreement once, under one payment model (e.g., the General Practice cannot charge an AB fee in addition to an Off-site Sessional fee for the provision of the same Medical Service).

No payments shall be made by Regional LHN for the provision of any Medical Services performed for Private Patients.

Subject to the paragraphs below, all Services provided by Medical Practitioners engaged under the Off-site Sessional model or On-site Sessional model must be provided in a public capacity (i.e., Medical Services for Public Patients) during their Sessional roster.

The General Practice may provide private Medical Services to its own Private Patients at the General Practice's own private clinic (even if such clinic is located within the same premises as the Hospital) during an Off-site Sessional roster. However, the General Practice must prioritise the provision of Medical Services to Public Patients at all times during an Off-site Sessional roster. That is, the General Practice must provide Medical Services to Public Patients at the Hospital in priority to its own Private Patients at any time that the Regional LHN requests the General Practice to provide Medical Services at the Hospital during an Off-site Sessional roster.

The General Practice may also provide private Medical Services to its own Private Patients at the Hospital who have been admitted as Inpatients at the Hospital during an Off-site Sessional roster. However, the General Practice must prioritise the provision of Medical Services to Public Patients (including Public Patients who are Inpatients) at all times during an Off-site- Sessional roster. For the avoidance of doubt, the General Practice must not undertake any private billing for any emergency department patients during an Off-site Sessional roster.

The General Practice must not provide any private Medical Services to any Private Patients during an On-site Sessional roster.

1.2 Payment Model Considerations

The Regional LHN has determined the applicable payment model for the Medical Services (as specified in Attachment 2) in consultation with the General Practice. This determination has been made by the Regional LHN based on the national weighted activity units (NWAU) for emergency department and acute admissions. The NWAU matrix, amongst other things, incorporates GP workload, rurality, and

complexity considerations. The Regional LHN will provide the General Practice with written reasons for its determination.

Any dispute about the Regional LHN's determination in relation to the payment model may be resolved between the parties in accordance with clause 46.2 of this Agreement, or by such other method as agreed between the parties.

1.3 Fee & Payment Adjustments

Subject to this sub-clause 1.3, all fees and payments specified in this Agreement are fixed for the Term.

AB Service Fees and Payments

All Commonwealth Medicare Benefits Schedule ("MBS") items (plus SA1 (IV therapy), SA50 & SA60 (Life Threatening Consults) are updated on 1 December (based on 1 November update) and 1 July (based on 1 July update) each year to reflect movement (indexation) in the MBS.

Non-MBS Fees & Payments

Non-MBS fees and payments specified in this Agreement that are subject to indexation including the On-site Sessional rate, Off-site Sessional rate and On-call rates ("Non-MBS Fees") will be adjusted every 1 July during the Term as follows:

Upon each occurrence of 1 July during the Term ("the Non-MBS Fee Adjustment Date") the Non-MBS Fees shall be the Non-MBS Fees payable immediately preceding the relevant Non-MBS Fee Adjustment Date plus an amount equal to the lesser of:

- (a) three percent (3%); or
- (b) a percentage equal to the percentage movement (if any) in the Consumer Price Index for Adelaide (All Groups) as published by the Australian Bureau of Statistics for the March quarter in that same year.

1.4 On-site Sessional

This sub-clause 1.4 applies where the 'On-site Sessional' model is specified in Attachment 2.

No other fees or payments will be payable in conjunction with any On-site Sessional payments.

The On-site Sessional fee is an hourly payment for Medical Services delivered at the Hospital and provided personally by the General Practice's Nominated Medical Practitioners, for actual hours worked at the Hospital site, excluding meal breaks, as detailed in Table 1 below, and adjusted as provided for at sub-clause 1.3 of this Attachment.

The minimum engagement period is two hours per session for which the General Practice is paid. The hourly rate is prorated in 15 min intervals after the minimum two hours.

Should there be insufficient Medical Services to undertake during the minimum engagement period, the Nominated Medical Practitioner may use the paid time to attend Regional LHN initiated meetings, undertake quality assurance activities or other Regional LHN related administrative activities. No further payments will be made for such activities undertaken during the minimum engagement period.

Where the General Practice is paid an On-site Sessional fee, the General Practice must not make any further claims for payment or bill any other provider or person, including but not limited to, the patient, Medicare, Department of Veteran Affairs (DVA), the Regional LHN, private health insurance and accident and motor insurance, and workers compensation providers for any services provided during an On-site Sessional period.

Notwithstanding this, where additional Medical Services are required, the Regional LHN may engage additional Medical Practitioners.

On-site Sessional engagements may be agreed between Regional LHN and the General Practice for

the provision of specific Medical Services for Obstetrics, Anaesthetic, Emergency Services, or Inpatient services. Where this has been agreed, this will be specified in Attachment 2.

The General Practice must ensure that the provision of Medical Services for an On-site Sessional engagement is only for the agreed hours for that On-site Sessional engagement. Services provided beyond the agreed hours will not be paid unless prior written approval from the Regional LHN's Executive Director of Medical Services (EDMS) has been provided.

Table 1: On-site Sessional

Activity	Fee (GST ex) as at 1 February 2024	Code/Item number for Current rate	Eligibility Criteria & Exclusions
On-site Weekday (0801 – 2300)	\$256 p/hr	Obstetric: OSOBMFD Anaesthetic OSANMFD Emergency: OSEDMFD GP: OSGPMFD	There is a minimum engagement of two hours per On-site session for which the Nominated Medical Practitioner is paid. The hourly rate is prorated in 15 min intervals after the minimum two hours. For On-site Sessional purposes weekday is considered Monday-Friday (excluding Public Holidays).
On-site weeknight (2301-0800)	\$268 p/hr	Obstetric: OSOBMFN Anaesthetic OSANMFN Emergency: OSEDMFN GP: OSGPMFN	There is a minimum engagement of two hours per On-site session for which the Nominated Medical Practitioner is paid. The hourly rate is prorated in 15 min intervals after the minimum two hours. For On-site Sessional purposes weeknight is considered Monday-Friday (excluding Public Holidays).
On-site weekend day (0801-2300)	\$279 p/hr	Obstetric: OSOBSPD Anaesthetic OSANSPD Emergency: OSEDSPD GP: OSGPSPD	There is a minimum engagement of two hours per On-site session for which the Nominated Medical Practitioner is paid. The hourly rate is prorated in 15 min intervals after the minimum two hours. For On-site Sessional purposes weekend day is considered Saturday-Sunday (excluding Public Holidays).
On-site weekend night (2301-0800) and	\$291 p/hr	Obstetric: OSOBSPN	There is a minimum engagement of two hours per On-site session for which the Nominated Medical Practitioner is paid.

Public Holiday		Anaesthetic OSANSPN Emergency: OSEDSPN GP: OSGPSPN	The hourly rate is prorated in 15 min intervals after the minimum two hours. Where Christmas Day or New Years' Day falls on a weekend, both the weekend day and the Monday that the public holiday is observed are deemed as Public Holidays. For On-site Sessional purposes weekend night is considered Saturday-Sunday.
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1.5 Off-site Sessional

This sub-clause 1.5 applies where the 'Off-Site Sessional' model is specified in Attachment 2.

The Off-site Sessional payment model will not be used in relation to periods on a roster of less than six (6) hours.

The Off-site Sessional payment is a fixed fee for the provision of Medical Services for Public Patients provided during a 24-hour period starting at 8.00am, where the Medical Practitioner is not required to be onsite at the Hospital at all times but must be ready and available to attend the Hospital and provide Medical Services to Public Patients as necessary as detailed in Table 2 below and adjusted as provided for at sub-clause 1.3 of this Attachment.

The General Practice may provide private Medical Services to its own Private Patients at the General Practice's own private clinic (even if such clinic is located within the same premises as the Hospital) during an Off-site Sessional roster. However, the General Practice must prioritise the provision of Medical Services to Public Patients at all times during an Off-site Sessional roster. That is, the General Practice must provide Medical Services to Public Patients at the Hospital in priority to its own Private Patients at any time that the Regional LHN requests the General Practice to provide Medical Services at the Hospital during an Off-site Sessional roster.

The General Practice may also provide private Medical Services to its own Private Patients at the Hospital who have been admitted as Inpatients at the Hospital during an Off-site Sessional roster. However, the General Practice must prioritise the provision of Medical Services to Public Patients (including Public Patients who are Inpatients) at all times during an Off-site Sessional roster. For the avoidance of doubt, the General Practice must not undertake any private billing for any emergency department patients during an ED Off-site Sessional roster.

The General Practice is not entitled to claim any other payment for the provision of Medical Services that are within the speciality/scope of services for which the Medical Practitioner is engaged to provide during the Off-site Sessional model.

The General Practice is entitled to claim payment under the AB model, for the relevant AB items, to the extent that the Medical Practitioner is requested by the Regional LHN to provide Medical Services that are outside their speciality/scope of services that they have been rostered to provide during an Off-site Sessional period.

Table 2: Off-site Sessional

Activity	Fee (GST ex) as at 1 February 2024	Code/Item number for Current rate	Eligibility Criteria & Exclusions
Off-site Sessional	\$2,386 for a 24-hour period	ANSESS OBSESS EDSSESS GPSESS ANSESS2 OBSESS2 EDSSESS2 GPSESS2	Where an Off-site Sessional fee is paid in relation to the Nominated Medical Practitioner, they may not make any further claims for any other payment from the Regional LHN for any of the services the Nominated Medical Practitioner performs for Public Patients at the Hospital whilst being paid the Off-site Sessional payment. For rostered periods of less than 24-hours, the rate payable will be prorated. Where Medical Services are provided on an Off-site Sessional payment model, and where cover is required for more than one speciality or site (including remote cover), the rate payable for the additional speciality or site is 50% of the Off-site Sessional rate. The additional 50% payment is only paid once during a 24 hour period.

1.6 Activity Based Service (AB)

This sub-clause 1.6 applies where the 'Activity Based Service' model is specified in Attachment 2.

No On-site Sessional or Off-site Sessional payments will be payable in conjunction with any AB payments in relation to the same Medical Services.

Activity Based Service (AB) means an activity-based payment made to the General Practice for Medical Services delivered based on the relevant MBS item(s), or otherwise as described in this Attachment 5, and adjusted as provided at sub clause 1.3 of this Attachment 5.

The General Practice must ensure that the Nominated Medical Practitioner must be available to admit Public Patients under their own name at all times.

The General Practice is entitled to claim the On-Call Allowance for the Nominated Medical Practitioner who is Rostered On-call, plus the relevant AB fee for Medical Services rendered as summarised in Table 3 below. The complete list of MBS items plus any non-standard items currently payable under AB is available on the dedicated *Rural GP Hub* on the *SA Health Regional Health Hub*:

For the avoidance of doubt, on-call payments are only payable in relation to the AB payment model. On-call payments are not payable in relation to either of the Sessional payment models.

The MBS activity-based payments will have the following loadings applied:

- SAMSOF Loading – 10%
- Consults and After Hours (Item 585) Loading – 13%
- Emergency Care (Life Threatening) Item numbers 160-164 – 61%
- Anaesthetic and Surgery procedural loading – 20%
- Obstetric procedural loading – 50%

- SA50 – 9%

Note: The Fees specified in any of the Tables in this Attachment 5 are current as of 1 February 2024 and reflect the relevant loadings above.

If the Medical Practitioner is Rostered On-call, the Medical Practitioner must be able to reach the Hospital within 40 minutes of being contacted by the Regional LHN, unless other prior arrangements have been agreed in writing such as remote on-call.

For the avoidance of doubt, the General Practice can only charge for the provision of a Medical Service under this Agreement once, under one model (e.g., the General Practice cannot charge an AB fee in addition to an Off-site Sessional fee for the provision of the same Medical Service).

Table 3: Description and Eligibility Criteria for Non-Standard Fee for Activity Based Items

Activity	Fee (GST ex) as at 1 Feb 2024	Code/Item No. for Current rate	Eligibility Criteria & Exclusions	Indexation
<p>After Hours Services</p>	<p>Fee for item 585 only</p> <p>Fee for item 585 + Level C</p> <p>Level D</p> <p>Level E</p>	<p>Level A and B: 18:00 hours to 23:00 hours as per Item 585;</p> <p>23:00 hours to 08:00 hours as per Item 585 fee + 50% loading.</p> <p>Level C, D and E: 18:00 hours to 23:00 hours as per Item 585 fee + the fee for Level C, D or E (whichever is applicable)</p> <p>23:00 hours to 08:00 hours as per (Item 585 fee + 50% loading) + the fee for Level C, D or E (whichever is applicable)</p>	<p>After hours shall be defined as being:</p> <ul style="list-style-type: none"> Monday to Friday from 1800 to 0800 the following morning; Saturday from 1200 to 0800 the following morning; Sunday/Public Holidays from 0800 to 0800 the following morning; Where Christmas Day or New Years' Day falls on a weekend, both the weekend day and the Monday that the public holiday is observed are deemed as Public Holidays for the purposes of After Hours. <p>Item 585 is claimable:</p> <ul style="list-style-type: none"> When the patient requires urgent medical assessment during the after-hours period as requested by the Regional LHN; For all after hours attendance to patients (including non-admitted patients) who are not in labour but are experiencing significant medical emergencies associated with their pregnancy (e.g., antepartum haemorrhage, threatened premature labour, severe abdominal pain etc); and Where an urgent consultation is requested which is not considered part of 'normal after care', the General Practice may claim a 'not normal after care' item on the proviso that there is appropriate documentation within the medical records which supports the claim. <p>Item 585 is not claimable:</p> <ul style="list-style-type: none"> For routine ward rounds performed after hours (i.e. not at the specific request of the hospital or nursing staff) on any day are considered part of normal after care and do not attract the after-hours item. If during or subsequent to the occasion of an item 585 service, further services are provided to that patient or further patients, during an unbroken period of attendance at the hospital, the item 585 fee is not chargeable. 	<p>MBS</p>

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Activity	Fee (GST ex) as at 1 Feb 2024	Code/Item No. for Current rate	Eligibility Criteria & Exclusions	Indexation
			Descriptions of Level A, B, C, D and E – refer to the current version of MBS that applies to the SAMSOF which applies.	
After Hours Services	Item 585 + applicable procedural item.	Item 585 + applicable procedural item (18:00-23:00) (Item 585 + 50%) fee + applicable procedural item (23:00-08:00)	Surgical Item 585 is claimable for Surgical Procedural items: <ul style="list-style-type: none"> When the patient requires urgent surgical procedures during the after-hours period as requested by the Regional LHN; Item 585 is not claimable for Surgical Procedural Items: <ul style="list-style-type: none"> When additional cases added to an elective list. 	MBS
After Hours Services	Item 25025 + applicable Anaesthetic Items	Anaesthesia Item 25025 + the applicable Anaesthetic Items (18:00-23:00) (Item 25025 + 50%) fee + applicable Anaesthetic Items (23:00-08:00)	Anaesthesia Item 25025 is claimable for Anaesthesia items: <ul style="list-style-type: none"> When the patient requires urgent anaesthesia as requested by the Regional LHN where the majority of anaesthesia fall in the after-hours period Item 25025 is not claimable for Anaesthesia items: <ul style="list-style-type: none"> Additional cases added to an elective list. Items 585 is not claimable in conjunction with anaesthetic items.	MBS
After Hours Services	Item 18226 – Item 18227 additional 15-minute intervals	Items 18226 or 18227	Epidural Items 18226 or 18227 are claimable for Epidurals for a patient in labour where a Service is provided in the After Hour period as defined above. Item 585 is not claimable in conjunction with Items 18226 and 18227.	MBS
Availability/ On-call Allowance	\$512 (Mon to Thurs)	An on-call period commencing at 08:01 hours on Monday to Thursday inclusive is paid	Availability/On-call Allowance may be payable when Medical Practitioners are rostered on a 24-hour shift, as agreed between the parties.	Refer to subclause 1.3

Activity	Fee (GST ex) as at 1 Feb 2024	Code/Item No. for Current rate	Eligibility Criteria & Exclusions	Indexation
		per 24-hour period OCANMT for Anaesthetics, OCOBMT for Obstetrics OCEDMT for Emergency OCSUMT for Surgical OCGPMT for Inpatients	Where an On-call roster is shared between multiple Medical Practitioners during a 24-hour period, a pro-rated On-call hourly rate will be paid for each Medical Practitioner based on the applicable On-call Allowance. If the Medical Practitioner has the credentials to provide On-call for multiple Specialties, they will be paid only one On-call Allowance for the rostered period. Medical Practitioners who are rostered On-call must be able to reach the Hospital within 40 minutes of being contacted by the Regional LHN unless the Medical Practitioner is rostered to provide remote support from another Hospital.	
	\$1024 (Weekend/Public Holidays)	An on-call period commencing at 08:01 hours on Friday/Saturday/Sunday or Public Holiday is paid per 24-hour period OCANFP for Anaesthetics OCOBFP for Obstetrics OCGPFP for Inpatients OCEDFP for Emergency OCSUFP for Surgical		Refer to subclause 1.3
On-call Allowance 2nd or Remote On-call Services provided to a remote site from the base site	\$256 (Mon To Thurs)	As per Availability /On-call Allowance OCRAMTGP for Remote Anaesthetics, OCROMTGP for Remote Obstetrics OCREMTGP for Remote Emergency	This On-call Allowance is payable for: 1. The second GP On-call; or 2. Remote On-call support; or 3. If the GP is providing On-call to two or more Hospitals or services. The payment is 50% of the applicable On-call payment, the 50% payment is only paid once during a 24-hour period. Items 'TC001' and 'TC002' for the provision of telephone advice cannot be claimed in conjunction with the additional payment of 50% of the applicable On-call.	Refer to subclause 1.3

OFFICIAL

Activity	Fee (GST ex) as at 1 Feb 2024	Code/Item No. for Current rate	Eligibility Criteria & Exclusions	Indexation
	\$512 (Weekend/Public Holidays)	As per Availability /On-call Allowance OCRAFPGP for Remote Anaesthetics, OCROFPGP for Remote Obstetrics OCREFPGP for Remote Emergency		
On-call Services provided to a remote site from the base site	\$28.81	TC001 per call for telephone advice provided between 08:00 and 23:00 hours	Telephone consult means if the Medical Practitioner provides On-call to two or more locations and routinely elects to provide patient care instructions to nursing staff over the telephone, a telephone consult is claimable.	Refer to subclause 1.3
	\$38.36	TC002 per call for telephone advice provided between 23:00 and 08:00 hours.	On-call payments of 50% cannot be charged in a given month if the Medical Practitioner is claiming either items 'TC001' and 'TC002' for the provision of telephone advice. The parties will agree which payment method (remote On-call 50% or per telephone consult) is preferred by the General Practice prior to the rostered month.	Refer to subclause 1.3
Emergency Care (Life Threatening)		MBS Item Nos. 160-164 + 61% (greater than 1 hour) Prorated on completed and partial 15 min	Emergency Care Items are only claimable for patients in Triage Category 1 and 2 where a Medical Practitioner is required to attend a hospital in a situation where the patient is in imminent danger of death, requiring the Medical Practitioner's undivided attention for continuous life-saving emergency treatment.	MBS

Activity	Fee (GST ex) as at 1 Feb 2024	Code/Item No. for Current rate	Eligibility Criteria & Exclusions	Indexation
	\$255.74	SAMSOF Item No. SA50 (less than 1 hour) will be paid at the rate of an SA60 + 9% and will be increased in line with MBS Emergency Care items 160 - 164	<p>Where a definitive procedure occurs (e.g., in Theatre) this would be considered the end of the resuscitation phase and the commencement of the definitive procedure phase which would be covered by the relative procedural payment.</p> <p>Where two or more Medical Practitioners are required to attend urgently to treat a patient in an emergency both are eligible to claim. Both Medical Practitioners must document their role in management and attendance times.</p> <p>Medical Practitioners are obligated to attend the Hospital for serious emergency presentations. This obligation exists whether or not the presentation is in their area of expertise.</p>	MBS
Emergency Care (Life Threatening)	\$234.63	SAMSOF Item No. SA60 payable for the initial two hours and then prorated on completed and partial 15-minute intervals for every hour thereafter SA60 fee will increase in line with changes in the MBS Emergency Care items 160-164	<p>Emergency Care SA60 is only claimable for patients in Triage Category 1 and 2 where the patient(s) require continual monitoring and treatment prior to transfer, or specialist intervention, and the treatment prevents the Medical Practitioner from leaving the hospital.</p> <p>The Medical Practitioner may be able to deliver care to another patient whilst awaiting retrieval assistance to another patient.</p> <p>The Triage Category 1 and 2 shall be as defined in accordance with the Australasian Triage Scale (ATS) as defined in the Australasian College For Emergency Medicine (ACEM) guideline as included in Annexure 1 of this Attachment 5.</p>	MBS
Emergency Care (Life Threatening)	\$77.85 per 15 mins prorated (\$311.38 p/hr)	EMCARE per hour prorated at 15 min intervals	<p>Emergency item "EMCARE" is claimable when a Medical Practitioner is required to travel greater than 15 minutes to attend a site to provide Emergency Care.</p> <p>This item is not claimable in conjunction with the travel allowance.</p>	Refer to subclause 1.3

Activity	Fee (GST ex) as at 1 Feb 2024	Code/Item No. for Current rate	Eligibility Criteria & Exclusions	Indexation
<p>Emergency Care (Life Threatening) for Obstetric Emergency Antenatal Consultation</p>	<p>\$255.74</p>	<p>SAMSOF Item No: SA50 where the time in attendance is less than one hour</p> <p>For purposes of this agreement an SA50 will be paid at the rate of an SA60 + 9%</p> <p>MBS Item No. 160-164 + 61% where the time in attendance is one or more hours</p> <p>Prorated on completed and partial 15 min intervals</p> <p>Other relevant procedural fees - are payable until the emergency care ceases and/or the patient is transferred to another centre</p> <p>After Hours Item 585 applicable in addition to Emergency Care items if in the after-hours period between 18:00-23:00</p> <p>Item 585 + 50% applicable between 23:00-08:00</p>	<p>Important time-critical treatment</p> <p>Assessment and treatment of a woman in threatened premature labour requiring immediate care, which may require consultation with a tertiary neonatal and maternity hospital. Treatment may involve tocolysis and transfer to tertiary centre.</p> <p>Imminently life-threatening</p> <p>Assessment of a pregnant woman with significant signs of pre-eclampsia requiring urgent assessment and investigation of hypertension and treatment with hypotensive medication and consultation with tertiary centre regarding further management, transfer, retrieval.</p> <p>Antenatal woman presenting for management of moderate or severe blood loss in pregnancy requiring urgent CTG assessment, intravenous resuscitation, and in consultation with tertiary neonatal centre, transfer, retrieval etc.</p> <p>Where a definitive procedure occurs – (e.g., in Theatre) this would be considered the end of the resuscitation phase and the commencement of the definitive procedure phase which would be covered by the relative procedural payment.</p>	<p>MBS</p>
<p>Hospital to Hospital Transfers</p>	<p>\$311.38p/hr (\$77.85 per 15 min prorated)</p>	<p>HOSTRAV</p> <p>Rate per hour prorated in 15-minute intervals</p>	<p>Hospital to Hospital Transfers (HTHT) are claimable for any Public Inpatients who need to be transferred by ambulance to another site and accompanied by a Medical Practitioner (whether in the Ambulance or otherwise), as requested by the South Australian Ambulance Service (SAAS).</p>	<p>Refer to subclause 1.3</p>

Activity	Fee (GST ex) as at 1 Feb 2024	Code/Item No. for Current rate	Eligibility Criteria & Exclusions	Indexation
			It is payable for the round trip to the receiving hospital and back to the local health unit or alternative site.	
Intravenous (IVT) and Intraosseous Therapy	\$22.19	<p>SAMSOF Item No.: SA1</p> <p>For purposes of this agreement SA1 will increase in line with MBS GP Professional Attendances Level A - D</p>	<p>Intravenous or intraosseous therapy is claimable where it is performed by the Medical Practitioner and noted as such in the patient's medical record:</p> <ul style="list-style-type: none"> • during a public inpatient admission; or • immediately prior to admission <p>Intravenous or intraosseous therapy is not claimable when performed:</p> <ul style="list-style-type: none"> • in association with an anaesthetic; or • with chemotherapy; or • any other services that require an intravenous insertion; or • by a nurse or other medical staff. 	MBS
Scope Procedural Rates		Gastroenterology scope procedures shall be paid at the applicable 'inpatient' MBS item numbers	The General Practice can claim for outpatient services associated with gastroenterology scope procedures (such as Colonoscopy, Endoscopy and Oesophagoscopy) performed by the Medical Practitioner on public Outpatients, provided prior approval by the Regional LHN has been granted	MBS
Caesarean Sections (Referred)		MBS item 16519	<p>The General Practice can claim MBS item 16519 for referred Caesarean sections.</p> <p>(Note: Item 16520 is not applicable for Referred Caesarean Sections)</p>	MBS
Neonatal Care		Relevant SAMSOF Item	<p>The General Practice can make a claim against the mother (the baby is not normally a separately admitted person during the period following birth) of a baby where the Medical Practitioner:</p> <ul style="list-style-type: none"> • attends a delivery for the purpose of resuscitation and subsequent supervision of the neonate; and/or • provides medical care to the neonate, which is outside routine post-natal care. <p>The claim payable shall be based on the relevant SAMSOF item for the Medical Services delivered.</p> <p>The Medical Practitioner called to resuscitate the baby at delivery will be</p>	MBS

Activity	Fee (GST ex) as at 1 Feb 2024	Code/Item No. for Current rate	Eligibility Criteria & Exclusions	Indexation
			paid from the requested arrival time to await delivery until the baby passes back into normal care unless there are other paid activities that they can undertake during this waiting time.	
Hospital Initiated Clinic Call Out (HICCO) within the Medical Practice Business Hours	\$282.11 p/hr (\$70.53 per 15 mins prorated)	HICCO payment for the first half hour and for each 15 minutes on a pro-rated basis thereafter. Plus, applicable item no. payable at 100% of the Medicare Benefits Scheme rate; where a SAMSOF item no. is claimed with no MBS equivalent the SAMSOF rate is payable	This payment applies where the Medical Practitioner is called to the hospital during booked consulting sessions for events not already covered under the Emergency Care (Life Threatening) item numbers in this Agreement. This payment is only claimable where: <ul style="list-style-type: none"> • the interruption requires the Medical Practitioner to be recalled to the hospital from their clinic or remain at the hospital unplanned at the request of the Regional LHN and be absent for at least 30 minutes during a booked morning or afternoon consulting session; • the patients must be rescheduled; and • there is clear documentary evidence indicating the arrival and departure time of the Medical Practitioner, the reason for the call back to the hospital and Medical Services provided. Inclusions: HICCO is claimable in conjunction with: <ul style="list-style-type: none"> • Unplanned Consults and/or Procedures • CTG or IVT • Baby Resuscitation and Assistance at Non-booked (emergency) LSCS • Travel Payment where the return distance between the medical practice and hospital by the nearest route is greater than 40 kilometres. <u>Exclusions</u> This fee is not claimable in conjunction with: <ul style="list-style-type: none"> • Life threatening treatment claimable under the Emergency Care (Life Threatening) items • routine post-operative management (where included as part of the global 	Refer to subclause 1.3

Activity	Fee (GST ex) as at 1 Feb 2024	Code/Item No. for Current rate	Eligibility Criteria & Exclusions	Indexation
			fee), deliveries and assessment in labour; <ul style="list-style-type: none"> • call outs that do not intrude by at least 30 minutes into a booked morning or afternoon session; • callouts that occur less than 30 minutes before the usual closing time for the practice; or • where a patient presents at the Emergency Department during business hours and is assessed by the nurse as not requiring urgent medical attention. 	
Safe working hours payment	\$988.48	SWH001 Per Session, limited to one cancelled average three and a half hour session on a given business day.	This payment applies where the Medical Practitioner who is rostered to provide on-call overnight for emergency department and inpatients anaesthetics, obstetrics and surgical services and is unfit to undertake a previously booked full consulting session within their clinic the following Business Day. The payment is claimable: <ul style="list-style-type: none"> • when the Medical Practitioner is requested by the Regional LHN to attend the Hospital in person, either: <ol style="list-style-type: none"> i. for a minimum of 2 hours (consecutive or not) during the hours of midnight to 06:00 hours; or ii. four or more times during the hours of midnight and 06:00 hours whether in attendance when a second or subsequent request to attend occurs. This is not claimable in conjunction with the Fatigue automatic payment FMP001 or with any Sessional Payment Model.	Refer to subclause 1.3
Fatigue Management	\$988.48	FMP001 Automatic Payment, per overnight shift	The General Practice may be eligible to receive automatic Fatigue Management payments, in relation to their Nominated Medical Practitioners, depending upon whether the site(s) for which they are engaged to provide services, are approved for this payment. Approved sites are nominated by the Regional LHN and detailed within Attachment 2.	Refer to subclause 1.3

Activity	Fee (GST ex) as at 1 Feb 2024	Code/Item No. for Current rate	Eligibility Criteria & Exclusions	Indexation
			<p>This payment automatically applies where the Medical Practitioner who is rostered to provide On-call overnight at approved Regional LHN sites to compensate the Medical Practitioner for reduced consulting in their private practice.</p> <p>This payment is claimable:</p> <ul style="list-style-type: none"> • on the day the overnight shift finishes on a Monday to Friday; • when the Medical Practitioner opts to: <ol style="list-style-type: none"> i. not consult within their clinic on the afternoon (after 14:00) prior to working the overnight shift, or ii. reduce their consulting within their clinic on the day following the overnight cover. <p><u>Exclusions</u></p> <ul style="list-style-type: none"> • SWH001 not claimable if receiving automatic FMP001 payment or the Sessional payment model. 	
<p>Services where life is extinct</p>		<p>Applicable MBS consult item</p>	<p>An attendance on a public patient to certify that life is extinct is claimable for the attendance only.</p> <p>Where a person presents in an Emergency Department and treatment is instigated by the Medical Practitioner, the treatment provided will be claimable.</p> <p>Under this agreement the counselling of relatives immediately after the death of a public patient can be included in the consult time.</p> <p><u>Exclusions</u></p> <ul style="list-style-type: none"> • There is no payment claimable under this Agreement for issuing a death certificate. 	<p>MBS</p>

1.7 Other Services Payments

The Regional LHN may pay for services rendered, which fall outside any of the payment models, provided the Eligibility Criteria set out below have been met.

Where the General Practice is engaged under the Activity Based model, and the circumstances listed below apply, the General Practice will be paid an amount equivalent to the relevant On-site Sessional hourly rate (as specified in Table 1), subject to the Eligibility Criteria set out below being met.

Eligibility Criteria

Circumstances where the hourly rate may apply:

1. The Nominated Medical Practitioner is called at the request of the Regional LHN to attend a patient, however the services are no longer required on arrival; or
2. The Nominated Medical Practitioner is called to attend the hospital for police interview; or
3. Any other circumstances as agreed by the parties.

For the avoidance of doubt, the hourly rate does not apply in conjunction with any Sessional payments.

Where hourly rates apply for the above listed services, the two-hour minimum does not apply.

Table 4: Other Fees

Activity	Fee (GST ex) as at 1 February 2024	Code/Item number for Current rate	Eligibility Criteria & Exclusions	Indexation
One-off Payment	\$5,000	ONEOFF	<p>The One-off (Recognition) Payment recognises and rewards the GPs' ongoing commitment to the health and wellbeing of South Australia's rural and remote communities.</p> <p>The One-off payment is available to all current GPs who accept a new GP Agreement for services with the Regional LHN and is a one-off payment. The payment is conditional upon the GP, currently engaged under the <i>GPA 22</i>, accepting a new GP Agreement within five months of 1 February 2024.</p> <p>The One-off payment will also be offered to newly qualified GPs who have provided services to Regional LHNs as GP Registrars, Practice Experience Program (PEP) (now Fellowship Support Program) and More Doctors for Rural Australia Program (MDRAP) through the auspices of a GP / GP clinic engaged under the <i>GPA22</i>.</p> <p>The One-off payment will not be available beyond 30 June 2024.</p> <p>The One-off Payment is only payable once to each GP and is not payable in conjunction with the Rural Attraction payment.</p> <p>The One-off Payment is only payable once for one GP Agreement. It is not payable in respect of each and every GP Agreement that the GP may provide services under.</p>	Not Applicable

<p>Rural Attraction (MMM 6 & 7)</p>	<p>Up to \$50,000 as determined by Regional LHN</p>	<p>RURALA</p>	<p>A Rural Attraction (RA) payment eligibility and amount is determined by the Regional LHN, to GPs beginning practice and providing hospital services and in Modified Monash Model (MMM) category six and seven locations (total 17 sites).</p> <p>This payment is not payable in conjunction with the One-off Payment, or while in receipt of a RA payment from another regional LHN.</p>	<p>Not Applicable</p>
<p>Rural Attraction (MMM 5)</p>	<p>Up to \$10,000 as determined by Regional LHN</p>	<p>RURALA5</p>	<p>A Rural Attraction (RA) payment eligibility and amount is determined by the Regional LHN, to GPs beginning practice, and providing hospital services in MMM category five locations (total 34 sites).</p> <p>This payment is not payable in conjunction with the One-off Payment, or while in receipt of a RA payment from another regional LHN.</p> <p>Regional LHNs will consult in good faith with the General Practice when considering submissions for RAs and provide reasons for any decisions made (e.g., nature and level of commitment to hospital services, medical market considerations, etc.).</p> <p>The RA payment for MMM 5 to 7 will be payable in instalments over the Term of the Agreement as agreed between the parties.</p>	<p>Not Applicable</p>
<p>Sunrise Electronic Medical Records</p>		<p>SUNTRAIN \$1,500 Fixed Fee</p>	<p>This One-off payment is payable in respect of each Medical Practitioner who undertakes the training required by the Regional LHN to use Sunrise and is not transferrable.</p> <p>Payment will be authorised through the supply of a list by an authorised trainer once the Medical Practitioner has satisfactorily completed the required training.</p>	<p>Not Applicable</p>
<p>Travel Allowance</p>		<p>TRAVKM Payable per kilometre for the portion of the round trip in excess of 40 kilometres</p>	<p>This is payable where a Medical Practitioner who travels a direct route distance from the place of their nearest established practice to provide Medical Services under this Agreement.</p> <p>The allowance is only payable for the proportion of the round trip in excess of 40 kilometres, per instance of travel.</p> <p>The travel allowance shall be based on the per kilometre rate prescribed in the current Determinations 3.2 of the Commissioner for Public Sector Employment, Section 10 Motor Vehicle applicable to a vehicle with an engine of more than four cylinders.</p>	<p>Determination</p>

<p>Mandatory Training</p>	<p>The weekday On-site Sessional Hourly Rate.</p>	<p>GPTRAIN</p> <p>GPTRAIN2</p>	<p>The GP may claim payment, up to a maximum of half an hour per unit (i.e., a maximum total of 4 hours), after completion of all of the required Mandatory training as identified below:</p> <ol style="list-style-type: none"> 1. Aboriginal Cultural Awareness (Learning Leve 1); 2. Child Safe Awareness (Protecting children is everyone’s business); 3. Emergency & Fire Safety; 4. Hand Hygiene; 5. Orientation – relevant to the area the personnel is working within a Regional LHN site; 6. Incident Management and Open Disclosure; 7. WH&S Basics for Workers; and 8. Code of Ethics for the South Australian Public Sector <p>Other units of mandatory training may be required by Regional LHN during the term of the contracted period. These will be paid, on completion for the time taken to complete each training module, calculated at the weekday On-site Sessional hourly rate. It is expected that most mandatory training modules will take no more than half an hour to complete. Where it is expected that a module will take longer than this, the Regional LHN will advise accordingly, and a completion timeframe will be negotiated with the GP.</p> <p>Training and/or education activities required as part of CPD, or by AHPRA or the relevant College are not mandatory training for the purposes of this provision and are not claimable.</p>	<p>Refer to subclause 1.3</p>
<p>Critical Incident Debrief</p>	<p>Hourly on-site sessional rate prorated at 15-minute intervals</p>	<p>GPCRITID</p>	<p>Regional LHN will involve the relevant Medical Practitioner in the on-site Critical Incident debriefing counselling session for any critical incident in which they were involved in a Regional LHN facility.</p> <p>Payment for Critical Incident debrief will be equivalent to the relevant On-site Sessional hourly rate as per Table 1. The payment will be for actual hours in attendance on site prorated to the nearest 15 minutes.</p> <p>The 2-hour minimum does not apply.</p> <p>This payment is not payable in conjunction with any Sessional payment.</p> <p>In any instance where a Medical Practitioner, together with other Regional LHN employees, have been exposed to a potentially traumatic incident and the above Critical Incident Debriefing counselling has been offered or</p>	<p>Refer to subclause 1.3</p>

			<p>provided, the Medical Practitioner may seek further counselling support via the Employee Assistance Program (EAP) through a Regional LHN approved EAP provider to the same extent as a Regional LHN employee.</p> <p>The General Practice is not remunerated for the time that the Medical Practitioner spent accessing EAP counselling services.</p>	
Forensic Examination	The hourly relevant On-site Sessional Rate, prorated at 15-minute intervals.	FORENSIC	<p>A Medical Practitioner who is credentialed to undertake forensic examinations will be paid an hourly rate equivalent to the relevant On-site Sessional hourly rate (prorated to the nearest 15 minutes) when required to provide forensic examination services.</p> <p>There will be a minimum engagement of 2-hours</p> <p>This payment is only payable when the GP is in receipt of either an Off-site Sessional payment or an On-call payment.</p> <p>This payment is not payable in conjunction with any On-site Sessional payment.</p>	Refer to subclause 1.3
Other Services (Sub-clause 1.7 of Attachment 5)	The hourly relevant on-site sessional rate prorated at 15-minute intervals	HROBS HRANAES HRGP HRED	<p>Where services are provided with the approval of the Regional LHN and no applicable item is available, the payment for such services will be equivalent to the relevant On-site Sessional hourly rate as per Table 1 for actual hours in attendance on site prorated at the nearest 15 minute intervals.</p> <p>Instances of where this would occur are as set out in clause 1.7 above, however assessment against that criteria is on a claim by claim basis.</p> <p>The 2-hour minimum does not apply.</p> <p>For the avoidance of doubt, this hourly rate does not apply where MBS items have been deleted from the MBS or in conjunction with any Sessional payment.</p>	Refer to subclause 1.3
Cancelled Theatre		THEATREC	<p>Where the Regional LHN cancels theatre, the General Practice may be entitled to claim for this cancellation. The cancellation fee is to be agreed between the General Practice and the EDMS, on a case by case basis.</p>	Not Applicable
Non-Clinical Fee	The hourly weekday On-site Sessional Rate, prorated at 15-minute intervals	NONCLIN	<p>This fee is payable for:</p> <ul style="list-style-type: none"> • Non-clinical activities that the GP may be engaged in as specified in the Non-Clinical Engagement Plan (NCEP); • Meetings attended by the GP (including preparation) at the request of the Regional LHN. Meetings are defined as committees and meetings established by SA Health as 	Refer to subclause 1.3

			<p>part of process improvements aimed at clinical safety and quality improvements, accreditation, health service planning/performance, audit, risk management, and development and implementation of model of care.</p> <ul style="list-style-type: none"> • Provision of teaching and supervision of SA Health employed medical officers, registrars and trainees as required by the Regional LHN and included in NCEP. <p>The Non-Clinical Fee is not paid for:</p> <ul style="list-style-type: none"> • participation and/or representation on committees that are not directly part of process improvements as listed in dot point 2 above, including Health Advisory Council (HAC) and HAC sub-committees, or committees on behalf of or representing HAC; • undertaking of professional development activities of a personal nature; • the delivery of clinical care (e.g. case conferences or clinical handover); or • investigation of performance related issues. <p>A Non-Clinical Fee is not applicable when the General Practice or Medical Practitioner requests a meeting with Regional LHN staff, nor when a General Practice or Medical Practitioner cancels a meeting.</p> <p>The Regional LHN will, however, remunerate the General Practice where a meeting is cancelled by the Regional LHN with less than 48 hours' notice. The cancellation fee will be equal to one (1) hour of the weekday On-site Sessional Rate.</p> <p>There is no minimum payment.</p> <p>This fee is not payable in conjunction with a Sessional rate payment. The General Practice will not be paid this fee whilst the General Practice is being paid a Sessional rate for the performance of any activities, including any of the activities specified above.</p>	
<p>Medical Indemnity Support</p>		<p>MEDINDEM</p>	<p>Medical Practitioners engaged to deliver Medical Services to Public Patients under this Agreement may be entitled to insurance support provided the Medical Practitioner meets the eligibility criteria stipulated by the Regional LHN. Where they meet such eligibility criteria, the Regional LHN will provide eligible Medical Practitioners an annual support grant to subsidise personal costs associated with obtaining adequate indemnity insurance. The management, including application processes, eligibility assessment</p>	<p>Not Applicable</p>

			<p>and payment of grants is administered by RSS Clinical Workforce Finance Team.</p> <p>Further information can be obtained from Regional LHN EDMS or RSS via email to: Health.RSSMedicalIndemnityGrant@sa.gov.au</p>	
<p>Locum Support</p>			<p>General Practice / Medical Practitioners engaged to deliver Medical Services to Public Patients under this Agreement may be entitled to locum support subject to the General Practice / Medical Practitioner meeting the eligibility criteria stipulated by the Regional LHN.</p> <p>Where a General Practice is eligible for Locum Support as part of their annual entitlement, neither the General Practice, Medical Practitioner nor the locum is entitled to seek any payment from the Regional LHN during the leave period / period that locum support is provided.</p> <p>The locum will provide Medical Services to Public Patients at the Hospital during the period that locum support is provided.</p> <p>The General Practice acknowledges that if locum support is provided, the Regional LHN will only fund the provision of locum support to cover the absence of Medical Practitioner/s for the time that they are rostered to provide Medical Services to Public Patients. The Regional LHN does not fund the provision of locum support during any time that the locum provides Medical Services to the General Practice's Private Patients.</p> <p>Fully Funded Locum Placement</p> <p>Where the General Practice is registered for the locum program and is in receipt of a fully funded locum as part of their annual entitlement, no fees will be payable by the Regional LHN to the General Practice in connection with any Medical Services provided by the locum during the period of the locum placement.</p> <p>Medicare billings that are generated in the medical practice, and through the provision of non-admitted after hours services, are assigned to the resident GP.</p> <p>Procedural locum support</p> <p>Where the usual local availability of GP Proceduralists is such that a minimum commitment of 1 night in 3 is required to maintain a complete 365 day procedural on-call roster, the location will be eligible to receive six (6) weeks procedural locum support in each financial year for the applicable procedural roster. The six (6)</p>	

			<p>weeks procedural locum support will be distributed evenly between the participating GP proceduralists who form the complete local roster.</p> <p>For those Medical Practitioners already eligible for support through the locum program, they will have the ability to convert their existing entitlement from a non-procedural locum to an appropriately skilled procedural locum.</p> <p>Determination of eligibility in exceptional circumstances will be referred to the Regional LHN's EDMS for consideration.</p>	
Debt Recovery Services			<p>Where Activity Based services are being utilised, Medical Practitioners may seek assistance from Regional LHNs in the areas of fee collection associated with non-Medicare Patients. Further details are described below.</p>	Not Applicable
Compensable Patients			<p>Where the relevant Medical Services are being provided under the AB Service model, Medical Practitioners are entitled to payment for Medical Services provided to Public Compensable Patients.</p> <p>Where the relevant Medical Services are being provided under an On-site Sessional services model, all Medical Services provided to Public Compensable Patients are remunerated for by the On-site Sessional payment entitlement. No further claims for payment may be made for any Medical Services provided during an On-Site Sessional period.</p> <p>Where the relevant Medical Services are being provided under an Off-site Sessional services model, all Medical Services provided to Public Compensable Patients are remunerated for by the Off-site Sessional payment entitlement, if the Medical Services are within the scope of services for which the Medical Practitioner has been engaged to provide under the Off-site Sessional model.</p> <p>Where the Medical Services are being provided under an Off-site Sessional services model, and the Medical Services provided to a Public Compensable Patient are not within the scope of services for which the Medical Practitioner has been engaged to provide under the Off-site Sessional model, then the General Practice may seek AB payments for those Medical Services provided to Compensable Public Patients that are not within the scope of services for which the Medical Practitioner has been engaged under the Off-site Sessional model.</p> <p>Further details are described below.</p>	Not Applicable

			Further information will be available in a fact sheet.	
DVA			Activity Based service fees (see sub-clause 1.12 below)	Not Applicable

1.8 Invoice Details (Clause 36)

As detailed in clause 36 of this Agreement each invoice or worksheet, must be itemised per patient and must contain the minimum following as detailed below, depending on the payment model.

Where Medical Services are provided under the Activity Based service model, the following details are required to be provided to Regional LHN:

- i. the patient/client’s full legal name (hospital patient sticker preferred on worksheet);
- ii. patient/client status (i.e., Public, Veteran);
- iii. patient’s Date of Birth or Medical Record number;
- iv. service MBS item number (from Attachment 5);
- v. date of Service;
- vi. time the Service was initiated;
- vii. either the duration of the Service, or the time the Service finished, for all time related items, excluding Level A & B consults;
- viii. the Nominated Medical Practitioner’s name who provided the Service;
- ix. confirmation that the Medical Records has been updated; and
- x. such other information as required by the Regional LHN.

Where Medical Services are provided under an Off-site/On-site Sessional model, the following details are required to be provided to Regional LHN:

- i. date, time and duration of Services delivered;
- ii. the name of Nominated Medical Practitioner & the clinical scope of practice and speciality;
- iii. Confirmation that the Medical Records have been updated; and
- iv. Such other information as may be required by the Regional LHN in order to process the payment.

1.9 Medical Records (Clause 14)

1) In accordance with clause 14 (Medical Records) of this Agreement, the General Practice shall ensure each Nominated Medical Practitioner maintain accurate contemporaneous and legible patient Medical Records. This includes, but is not limited to ensuring Medical Records:

- a) have a date, time, signature and name with printed designation soon after the provision of Services or as soon as reasonably practicable during the Nominated Medical Practitioner’s shift;
- b) comply with definitions and requirements within the Australian Coding Standards and South Australian Coding Standards, in particular documentation of:
 - (i) principal diagnosis – being the diagnosis established after study to be chiefly responsible for occasioning an episode of care be listed in the medical record on discharge;

- (ii) additional diagnoses – being a condition or complaint either coexisting with the principal diagnosis or arising during the episode of care. These conditions affect patient management in terms of requiring any of the following:
 - commencement, alteration or adjustment of therapeutic treatment;
 - diagnostic procedures;
 - increased clinical care and/or monitoring
 - c) procedures – being a clinical intervention that:
 - is surgical in nature, and/or;
 - carries a procedural risk, and/or
 - carries an anaesthetic risk, and/or
 - requires specialised training, and/or
 - requires special facilities or equipment only available in an acute setting.
- 2) The General Practice must, and must ensure that each Nominated Medical Practitioner:
- i. records all clinical information in accordance with the reasonable requirements of the Regional LHN;
 - ii. ensures that each patient's Medical Record contains adequate documentary evidence to support the respective fee items being claimed by the General Practice under this Agreement;
 - iii. completes the Regional LHN's discharge/separation summary requirements; and
 - iv. does not remove any Medical Records from the Regional LHN hospital site without the prior written consent of the Regional LHN;
- 3) Where the Nominated Medical Practitioner is required to access practice notes from the Regional LHN's site, the Nominated Medical Practitioner shall comply with the appropriate protocols required by Regional LHN to protect the privacy of the patient.

1.10 Debt Recovery Services

The Regional LHN may offer Debt Recovery Services where available to Medical Practitioners who provide private Medical Services to Non-Medicare patients as part of their Regional LHN engagement under the AB payment model.

Non-Medicare Patients

When providing patient care to a private Non-Medicare patient (e.g. Medicare ineligible overseas visitor), the General Practice may elect to seek payment for Medical Services provided to the patient, from that private Non-Medicare patient, using the Regional LHN's appointed Collection Agency.

Alternatively, the General Practice may seek payment direct from the patient or their travel insurance provider. In the event the Non-Medicare patient has no insurance for Medical Services provided, it is recommended the General Practice seek up-front payment prior to admission in accordance with SA Health [Non-Medicare Patient Payment Policy Guideline](#).

Where the General Practice requires the services of the SA Health appointed debt collection agency, the General Practice's invoices for submission to the Regional LHN's appointed collection agency must be;

- GST Compliant.
- raised in the name of the patient for the services provided.
- have Bank Account details for payment to be made into (EFT Payments only).

- Submitted within 7 days of patient being discharged.
- Forwarded to the Regional LHN's Patient Billing Officer for the respective hospital site where the services were provided.

Upon receipt of the invoice from the General Practice, the Regional LHN's Patient Billing Officer will forward to the Regional LHN's appointed collection agency who will commence the collection process.

Fees will be remitted to the General Practice from the Regional LHN's appointed collection agency through Shared Services SA (SSSA) Accounts payable process minus the Collection Agency Service's fee.

The General Practice will be required to follow up on the progress of the collection direct with the collection agency.

The General Practice agrees that:

- these debt recovery / collection services are provided by the Regional LHN's appointed collection agency and not the Regional LHN;
- the Regional LHN has no responsibility or liability to the General Practice in connection with any services provided or not provided by the LHN's appointed collection agency to the General Practice;
- the Regional LHN's role and obligation is limited to facilitating the referral of the invoices to the Regional LHN's appointed collection agency for collection, but no guarantee, representation or warranty is made by Regional LHN that the Regional LHN's appointed collection agency will be able to successfully collect the whole or part of any invoice or debt referred to the Regional LHN's appointed collection agency for collection or recovery; and
- the Regional LHN has no responsibility or liability to the General Practice in connection with any invoices or debts not successfully collected or recovered by the Regional LHN's appointed collection agency.

1.11 Compensable Patients

Compensable patients will be treated in accordance with Health Insurance Act, NHRA, and SA Health's Department for Health and Wellbeing (DHW) requirements. This includes any valid and current agreement in place between DHW and a third-party payer or regulating authority, stipulating agreed payment arrangements and terms between parties.

Compensable Patients will be afforded the choice to be treated as either Public or Private Patients, in regional LHNs.

Under this Agreement, the General Practice will be remunerated depending on the payment models offered to the General Practice for the provision of Medical Services to Public Compensable Patients.

No accounts to third party insurers or authorities are to be raised by the General Practice for the provision of Medical Services provided to Public Compensable Patients.

1.11.1 Motor Vehicle Accident – Compensable Private Patients

Accounts for the Medical Services provided to Private Compensable (MVA) patients may be:

- a) raised and issued for submission and payment via Patient Billing channels, for remuneration directly by the Compulsory Third Party Insurance Regulator (CTPIR). **
- b) issued to patients/insurers directly by treating Medical Practitioners (outside the auspices of this agreement)

**The General Practice acknowledges and agrees that:

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- They may only bill in accordance with the RTWSA Fee schedule,
- Funds paid by the CTPIR will be subject to a fee remission, which is retained by the CTPIR,
- Regional LHN has no responsibility or liability to compensate or pay any amount to the General Practice in connection with the fee remission, and
- Regional LHN's sole responsibility is to forward the amount of funds received by Regional LHN from the CTP to the General Practice.



1.11.2 Return to Work SA (RTWSA) – Compensable Private Patient

Claims submitted for Medical Services provided to Private Compensable Return to Work SA (RTWSA) Patients, are to be issued to patients/insurers directly by the General Practice.

1.12 Medical Services provided to Department of Veteran Affairs (DVA) Patients

It is recommended that the General Practice seek payment for services provided to DVA patients directly from the DVA, however, the General Practice may elect to be remunerated under this Agreement for DVA patients (i.e. Activity Based services).

Annexure 1 (ATS November 2023, ACEM Website)

ATS Category	Response	Description of Category	Clinical Descriptors (Indicative only)
<p>Category 1</p> 	<p>Immediate simultaneous assessment and treatment</p>	<p>Immediately Life-Threatening</p> <p>Conditions that are threats to life (or imminent risk of deterioration) and require immediate aggressive intervention.</p>	<p>Cardiac arrest Respiratory arrest</p> <p>Immediate risk to airway – impending arrest Respiratory rate <10/min Extreme respiratory distress</p> <p>BP< 80 (adult) or severely shocked child/infant</p> <p>Unresponsive or responds to pain only (GCS < 9) Ongoing/prolonged seizure IV overdose and unresponsive or hypoventilation</p> <p>Severe behavioural disorder with immediate threat of dangerous violence</p>
<p>Category 2</p> 	<p>Assessment and treatment within 10 minutes (assessment and treatment often simultaneous)</p>	<p>Imminently life-threatening</p> <p>The patient's condition is serious enough or deteriorating so rapidly that there is the potential of threat to life, or organ system failure, if not treated within ten minutes of arrival</p> <p>or</p> <p>Important time-critical treatment</p> <p>The potential for time-critical treatment (e.g. thrombolysis, antidote) to make a significant effect on clinical outcome depends on treatment commencing within a few minutes of the patient's arrival in the ED</p> <p>or</p> <p>Very severe pain</p> <p>Humane practice mandates the relief of very severe pain or distress within 10 minutes</p>	<p>Airway risk – severe stridor or drooling with distress Severe respiratory distress</p> <p>Circulatory compromise Clammy or mottled skin, poor perfusion HR<50 or >150 (adult) Hypotension with haemodynamic effects Severe blood loss</p> <p>Chest pain of likely cardiac nature Very severe pain - any cause</p> <p>Suspected sepsis (physiologically unstable) Fever with signs of lethargy (any age) Febrile neutropenia</p> <p>BSL < 3 mmol/l</p> <p>Drowsy, decreased responsiveness any cause (GCS< 13)</p> <p>Acute stroke</p> <p>Acid or alkali splash to eye – requiring irrigation Suspected endophthalmitis post-eye procedure (post-cataract, post-intravitreal injection), sudden onset pain, blurred vision and red eye.</p> <p>Major multi trauma (requiring rapid organised team response)</p> <p>Severe localised trauma – major fracture, amputation</p> <p>Suspected testicular torsion</p> <p>High-risk history: Significant sedative or other toxic ingestion Significant/dangerous envenomation Significant pain or other feature suggesting PE, aortic dissection/AAA or ectopic pregnancy</p> <p>Behavioural/Psychiatric: violent or aggressive immediate threat to self or others requires or has required restraint severe agitation or aggression</p>

ATTACHMENT 6

KEY PERFORMANCE INDICATORS

The General Practice must comply with each of the following Key Performance Indicators (KPIs) during the Term:

KPI	Description	Required Performance & Measure	KPI Target
1.	Development of a Non-Clinical Engagement Plan for the General Practice (Clause 9)	Annual Signed NCEP within 6 months of the Commencement Date and upon each anniversary of the Commencement Date	100%
2.	Nominated Medical Practitioners available and participate in the Roster including On-Call Roster (Clauses 4.12)	Medical Services delivered as per the Roster	100%
3.	Credentialed and maintained Credentialling and Scope of Clinical Practice (Clauses 4.1.11, 4.1.12, 8.1)	Approved Credentialling and Scope of Clinical Practice	100%
4.	Patient Incident Reporting (Clause 11.2)	Reporting and Updating of the Safety Learning System as per the Patient Incident Management and Open Disclosure Policy Directive	As required by Regional LHN
5.	Immunisation & Clearances (Clause 11.3 & 30)	Nominated Medical Practitioners are vaccinated and hold current clearances as per SA Health's policies	100%
6.	Medical Records – Update (Clause 14 & Attachment 5)	<p>Ensure patient records are contemporaneous, legible, and updated upon completion of the Medical Services or at the end of the Rostered shift.</p> <p>Medical records must be updated prior to submitting invoices/recipient created tax invoice (RCTI).</p> <p>Details to be recorded are as set out in the Agreement.</p>	100%
7.	Timely submission of invoice (Clause 36)	Invoices or RCTI submitted as soon as practicable but within 6 months of completion of the Services	100%
8.	Telehealth		
9.	Insurance	Maintain valid and current insurances as per clause 43.	100%
10.	Complete Mandatory Training	Certificate confirming completion	100%

ATTACHMENT 7

POLICIES

In the course of performing the Medical Services, the General Practice must at all times comply with and ensure that each Personnel complies with all relevant and applicable legislation, or any conditions of licences, permits or other lawful requirements governing provision of Medical Services as listed in this Attachment 7 or as advised by the Regional LHN from time to time. This includes but is not limited to:

a) SA Health Codes, Policy & Guidelines

- i. [Work Health Safety and Injury Management Policy](#)
- ii. [Incident Management Policy](#)
- iii. [Infection Control](#)
- iv. [Credentiailling and Defining Scope of Clinical Practice for Medical & Dental Practitioners Policy Directive](#)
- v. [Immunisation for Health Care Workers in South Australia Policy Directive](#)
- vi. [Privacy Policy Directive](#)
- vii. [Code of Ethics for the South Australian Public Sector](#)
- viii. [Gifts and Benefits Policy Directive](#)
- ix. [Probity in SA Health Policy](#)
- x. [Work Health, Wellbeing & Fitness for Work Policy Directive](#)
- xi. [Electric Safety \(WHS\) Policy Guidelines](#)
- xii. A Guide to Maintaining Confidentiality in the Public Sector Health System
- xiii. [Contractor Safety Management \(WHS\) Policy Directive](#)
- xiv. [Non-Medicare Patient Payment Policy Guideline](#)
- xv. any other SA Health policies as advised by SA Health from time to time

b) Non-SA Health Codes, Policies, Guidelines & Legislation

- i. [Work Health and Safety Act 2012](#)
- ii. [Children and Young People \(Safety\) Act 2017](#)
- iii. [Aged Care Act 1997](#)
- iv. [2020-2020-25 National Health Reform Agreement](#)
- v. [Australian Commission on Safety & Quality in Health Care \(NSQHS Standards\)](#)

ATTACHMENT 8 – TERMS AND CONDITIONS**1. BASIS OF AGREEMENT**

The objects of this Agreement are to clearly define the roles, rights, obligations, and expectations of the parties in the provision of the Medical Services.

1.1 Object of Agreement

The objects of this Agreement are:

- 1.1.1 to clearly define the roles, rights, obligations and expectations of the parties in the provision of the Medical Services;
- 1.1.2 to enable the Regional LHN and the General Practice to be dynamic, productive and responsive to the service needs of government, the public and consumers of health care services;
- 1.1.3 to sustain South Australia's Strategic Plan, the South Australian Health Care Plan and the strategic directions of the Governing Board of the Regional LHN in relation to the planning and provision of health services in regional and remote South Australia; and
- 1.1.4 to provide a process of engagement that recognises the importance of the relationship between medical practitioners and the SA Health System in the provision of effective and efficient health care for country South Australians.

1.2 Commitment of Parties

In making and applying this Agreement, the parties are committed to:

- 1.2.1 engage in discussion about clinical change and workforce reform initiatives designed to achieve ongoing health service improvements consistent with the objectives underpinning this Agreement;
- 1.2.2 recognising that initiatives will continue to be introduced to improve the efficiency and effectiveness of health care service delivery and to enable the provision of quality services to government, the public and consumers of health care services;
- 1.2.3 the development and implementation of approved Regional LHN and health unit-based reform and change programmes based on:
 - (a) improving the quality and safety of services;
 - (b) greater opportunities for inclusion and community participation;
 - (c) strengthening and reorienting services towards prevention and primary health care;
 - (d) developing service integration and coordination;
 - (e) whole of government approaches to advance and improve health status;
 - (f) sustainability in delivery through ensuring efficiency and evaluation;
 - (g) an understanding of health and well-being, which includes a social health perspective;
 - (h) equity of access to health services;
 - (i) equality of health outcomes;
 - (j) consultation in developing an understanding of issues and strategies for resolution;
 - (k) honesty as to what the health system can reasonably provide;
 - (l) respecting the dignity and autonomy of health service users;
 - (m) providing research, teaching and training opportunities;
 - (n) respectful communication; and
 - (o) quality leadership that recognises and enhances the skills of staff and contractors;
- 1.2.4 achieving the following particular strategic outcomes:
 - (a) strengthening primary health care;
 - (b) enhancing hospital care;
 - (c) reforming mental health care;
 - (d) improving the health of Aboriginal people, including through the Closing the Gap initiative;
 - (e) workforce reform initiatives; and
 - (f) the development of integrated state-wide services.

2. CONTRACT ADMINISTRATION**2.1** Each Representative has authority to:

- 2.1.1 exercise all of the powers and functions of his or her party under this Agreement including the power to amend this Agreement and the Attachments to this Agreement (after the amendment has been agreed by both Representatives in writing); and
- 2.1.2 bind his or her party in relation to any matter arising out of or in connection with this Agreement.

2.2 Either party may change its Representative, by giving written notice to the other.

3. ENGAGEMENT OF GENERAL PRACTICE**3.1 Term**

This Agreement commences on the Commencement Date and subject to clause 3.2 expires on the Expiry Date, inclusive of both dates, unless terminated earlier in accordance with the provisions of this Agreement.

3.2 If the Regional LHN continues to require the provision of the Services after the expiration of the Expiry Date, the Regional LHN must notify the General Practice in writing prior to the Expiry Date. If such notice is provided by the Regional LHN, the Term of this Agreement will not expire upon the Expiry Date but will continue on a holding-over basis and in which case:

- 3.2.1 the Services and other obligations will be provided by the General Practice on a monthly basis which either party may terminate by giving one month's written notice to the other party;
- 3.2.2 the provision of the Services and other obligations will be on the same terms as this Agreement (as applicable); and
- 3.2.3 any fees for Services and charges under this Agreement will be on the same basis as immediately before the Expiry Date.

3.3 Engagement

- 3.3.1 Regional LHN engages the General Practice to provide, and the General Practice agrees to provide, the Services for the Term on the terms and conditions set out in this Agreement.
- 3.3.2 The General Practice may provide the Services through any one or more of the Personnel.

3.4 Relationship

- 3.4.1 The parties agree and acknowledge that nothing in this Agreement constitutes a fiduciary relationship, or a relationship of employer and employee, principal and agent, or partnership between the parties or between Regional LHN and the General Practice or any Personnel.
- 3.4.2 The parties agree that the relationship between Regional LHN and the General Practice is that of a principal and independent contractor and that the General Practice and Personnel are not an employee of Regional LHN.
- 3.4.3 The General Practice and its Personnel will not be or become an employee of Regional LHN by virtue of this Agreement, and the terms and conditions of any industrial award or industrial agreement relating to the employment of medical practitioners by Regional LHN will not apply.
- 3.4.4 The General Practice must not take any steps which may lead the relationship between Regional LHN and the General Practice or any Personnel to be construed as one of employer and employee.
- 3.4.5 The General Practice must ensure that all Personnel performing the Medical Services are, and remain at all times, employees, independent contractors or agents of the General Practice.
- 3.4.6 Neither party has any authority to bind the other party.
- 3.4.7 The General Practice must not incur any expense or liability for or on behalf of the Regional LHN, or which it expects the Regional LHN to pay or reimburse, without first obtaining written approval from the Regional LHN.
- 3.4.8 The General Practice:
 - (a) is not authorised; and
 - (b) must not hold itself out as being authorised,

to incur any expenses or liabilities or exercise any responsibilities for or on behalf of Regional LHN other than as provided by this Agreement.
- 3.4.9 The General Practice does not have any authority nor will it purport to have authority to bind Regional LHN to any agreement or to otherwise hold itself out or deal in any way as an agent of the Regional LHN.
- 3.4.10 Each of the General Practice and the Regional LHN retains full responsibility for its acts and omissions under this Agreement.
- 3.4.11 The General Practice and Personnel have no entitlement from Regional LHN for any employee benefits including for leave, workers compensation or superannuation payments.
- 3.4.12 The General Practice will solely bear all responsibility and liability in respect of all Personnel for all:
 - (a) remuneration and benefits including annual leave, sick leave, carers leave, long service leave, overtime and penalty rates;
 - (b) imposts or levies imposed by Law, such as worker's compensation levies, group tax, payroll tax and fringe benefits tax;
 - (c) superannuation contributions and superannuation guarantee charges payable to any Personnel under the Superannuation Guarantee Administration Act ("SGAA") (if any). For the avoidance of doubt, if a party is required to provide a minimum level of superannuation support to Personnel under the SGAA, the payment by Regional LHN to the General Practice under clause 36.1 shall be deemed to be inclusive of the minimum superannuation support calculated in accordance with Australian Taxation Office advice. The payment made by Regional LHN to the General Practice under clause 36.1 is to be net of the minimum superannuation support. The minimum superannuation support will be paid by the General Practice into the Personnel's nominated complying Superannuation Fund in accordance with the requirements of the SGAA; and
 - (d) payments upon termination of service (including redundancy),

and Regional LHN will not be liable for any failure of the General Practice to do so.

- 3.4.13 Superannuation contributions made under an effective salary sacrifice agreement, as defined in Australian Taxation Office ruling SGD2006/2, are not assessable income deemed to the employee. Thus, under this ruling, Medical Practitioners will not be subject to income tax on their sacrificed payments.
- 3.4.14 The General Practice is responsible for complying with the requirements of the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth) in respect of its employees and any Personnel and acknowledges that Regional LHN is not required to make PAYG deductions from the fees.

3.5 Non Exclusive

- 3.5.1 The Regional LHN engages the General Practice on a non-exclusive basis to provide the Medical Services in accordance with this Agreement.
- 3.5.2 The engagement of the General Practice to provide Medical Services is not an exclusive arrangement. Regional LHN may engage other entities to provide the same or similar Medical Services as the General Practice. Nothing in this Agreement in any way affects a General Practice's or a Nominated Medical Practitioner's right of practice elsewhere.

3.6 No Minimum Volumes

- 3.6.1 The General Practice agrees that Regional LHN is not at any time obliged to engage the General Practice to provide any minimum volume or minimum value of Medical Services.
- 3.6.2 The General Practice agrees that Regional LHN will not manage any Roster with a view to ensuring equal distribution of work between itself and other General Practices.

3.7 Acknowledgements

The General Practice acknowledges that, before entering into the Agreement, it has:

- 4.8.1 made such inquiries and examined such information as it considers necessary to satisfy itself of the following matters:
 - (a) the nature, scope, extent and degree of difficulty of the tasks to be performed by it under this Agreement;
 - (b) as to its ability to provide the Medical Services to the standards as required by this Agreement; and
 - (c) as to its ability to provide suitably qualified and experienced Personnel to provide the Medical Services to the standards required by this Agreement;
- 4.8.2 carried out its own diligent investigations into all matters relating to the provision of the Medical Services, not relying on any representations made by the Regional LHN, or their agents, contractors or employees that are not set out in this Agreement; and
- 4.8.3 fully informed itself in respect of its obligations under the Agreement.

3.8 No Representations

The General Practice acknowledges and agrees that no representation, warranty, guarantee or other statement, express or implied, was made or given to it by Regional LHN or officers of Regional LHN prior to entering into this Agreement as to:

- 3.8.1 any benefits (including any minimum volume or minimum value of Medical Services) which the General Practice might enjoy as a result of entering into this Agreement; or
- 3.8.2 the minimum number of patients or the minimum number of procedures which the General Practice may be required to perform as part of the Medical Services.

4. MEDICAL SERVICES

4.1 Provision of Medical Services

Subject to this Agreement, the General Practice agrees to:

- 4.1.1 provide the Medical Services as an independent contractor for the Term;
- 4.1.2 ensure that the Medical Services are only provided by the Nominated Medical Practitioners;
- 4.1.3 ensure that the General Practice and each Nominated Medical Practitioner provides the Medical Services:
 - (a) in accordance with this Agreement;
 - (b) at the applicable Hospital/s;
 - (c) personally by the Nominated Medical Practitioner;
 - (d) in a proper, competent and professional manner expected of a person experienced in the provision of the Medical Services;
 - (e) in accordance with all relevant legal standards;
 - (f) in accordance with all ethical and professional standards required of medical practitioners including such ethical and professional standards as may be required by the relevant clinical college responsible for the General Practice's or Nominated Medical Practitioner's discipline of medicine;
 - (g) in accordance with best evidence based clinical practices current in the medical profession;
 - (h) in full with all due care, skill and diligence;
 - (i) in a timely and efficient manner and in accordance with any applicable timeframes;
 - (j) in a prompt, responsive, courteous and professional manner at all times to all the Regional LHN's officers, employees, agents, consultants, clients, patients and invitees;
 - (k) in the utmost good faith and in the best interests of the Regional LHN without favour to any other person;
 - (l) in a way that will enhance the goodwill and reputation of Regional LHN and will facilitate Regional LHN to operate as an effective and efficient health service;
 - (m) within their defined Scope of Clinical Practice, except in an emergency;
 - (n) in a way that will prevent personal injury or death or damage to property;
 - (o) so as to avoid any disruption of or interference to the business or other activities conducted or carried on by the Regional LHN or any other person authorised by the Regional LHN at or in connection with the Hospital;
 - (p) in accordance with any reasonable instructions of Regional LHN;
 - (q) in every respect to the reasonable satisfaction of Regional LHN; and
 - (r) strictly in accordance with:
 - (i) all applicable Laws; and
 - (ii) any policies, requirements, and directions relevant to the provision of the Medical Services given to the General Practice by the Regional LHN from time to time.
- 4.1.4 engage as many Nominated Medical Practitioners as are required to provide the Medical Services at the Hospital to meet the requirements specified in this Agreement;
- 4.1.5 notify the Regional LHN as soon as practicable of any changes to the General Practice's details and / or any Nominated Medical Practitioner's details;
- 4.1.6 participate in the Roster in accordance with clause 4.12;
- 4.1.7 ensure any Personnel who are not an Australian citizen or permanent resident must possess a valid working visa (temporary or permanent) and comply with conditions of that visa;
- 4.1.8 ensure that Personnel present for duty in an acceptable standard of uniform/dress consistent with professional standards, infection control and workplace health and safety guidelines;
- 4.1.9 ensure that Personnel are fit for work as described in SA Health's Work, Health, Wellbeing and Fitness for Work Policy Directive;

- 4.1.10 ensure that the Medical Services are provided in the manner and in accordance with the payment model specified in Attachment 2 (unless otherwise agreed in advance in writing by Regional LHN);
 - 4.1.11 ensure that the General Practice and each Nominated Medical Practitioner obtains and maintains their Credentialing in accordance with the Credentialing Policy and their Scope of Clinical Practice, to provide the Medical Services at the Hospital;
 - 4.1.12 ensure that the General Practice and each Nominated Medical Practitioner does not provide any Medical Services for Regional LHN unless he or she holds a current notification of Credentialing issued by the Credentialing Committee and a Scope of Clinical Practice in respect of the Medical Services;
 - 4.1.13 be responsible for paying any Personnel's fees or salaries agreed between the General Practice and the Personnel;
 - 4.1.14 ensure that the General Practice and each Personnel does not do anything which would cause or would be likely to cause Regional LHN to breach any Laws, policies, procedures, protocols, clinical directives, guidelines, standards, authorisations, or requirements of any government agency; and
 - 4.1.15 ensure that the General Practice and each Personnel does not do anything which may adversely affect or damage the reputation of the Regional LHN.
- 4.2 The General Practice must ensure that the Medical Services provided to Public Patients under this Agreement comply with the *Health Care Act 2008* (SA), the National Health Reform Agreement (NHR Agreement), the *Health Insurance Act 1973* (Cth) and any other legislation applicable for provision of Medical Services to Public Patients in public hospitals. The General Practice must not do anything that may cause the Regional LHN to be in breach of the NHR Agreement or the *Health Insurance Act*.
- 4.3 The General Practice must ensure that it complies with all requirements (billing, procedural and otherwise) as determined by all applicable Commonwealth and State authorities and legal instruments.
- 4.4 The General Practice must have and must maintain an in-depth knowledge of the Medical Services, health industry and customer service focus directed at the needs of the public sector.
- 4.5 The General Practice agrees to ensure that each Personnel must maintain the integrity of the South Australian public health system, in particular they must embody the values of service, professionalism, trust, respect, collaboration and engagement, honesty and integrity.
- 4.6 The General Practice must ensure that it and its Personnel have all relevant licences, approvals, and authorities (as required by Law) to provide the Medical Services.
- 4.7 The General Practice must in providing the Medical Services co-operate with the Regional LHN and any other service provider or contractor engaged by the Regional LHN.
- 4.8 The General Practice must not, without the Regional LHN's prior written consent, make or allow any changes to the Medical Services to be performed under this Agreement.
- 4.9 The General Practice must comply with all reasonable directions of Regional LHN relating to the performance of the General Practice's obligations under this Agreement.
- 4.10 **Qualifications, Accreditation and Experience of General Practice**
- 4.10.1 The General Practice, and where relevant, the Nominated Medical Practitioner, must have and maintain throughout the Term, unconditional registration with AHPRA and the Medical Board of Australia;
 - (a) as a medical practitioner in the specialty required for the Medical Services; and
 - (b) with the professional clinical college responsible for the General Practice's, and where relevant, the Nominated Medical Practitioner's, discipline in medicine.
 - 4.10.2 The General Practice agrees to produce evidence of that registration to a nominated officer of Regional LHN within one (1) month of each annual re-registration or on demand. If the General Practice, or any Nominated Medical Practitioner, is removed from the register, or allows such registration to lapse or is suspended from the register, this Agreement will immediately end by virtue of that fact without affecting accrued rights.
 - 4.10.3 The General Practice must ensure that each of its Nominated Medical Practitioners is either:
 - (a) a GP; or
 - (b) a GP Registrar,as specified in Attachment 2.
 - 4.10.4 The General Practice must and must ensure that each of its Nominated Medical Practitioners, complies with any conditions of registration imposed by AHPRA and the Medical Board of Australia.
 - 4.10.5 The General Practice must, and must ensure that each of its Nominated Medical Practitioners, maintain a Medicare provider number (specific for each Hospital site that the Nominated Medical Practitioner performs Medical Services at) and Pharmaceutical Benefits Scheme (PBS) prescriber number.
 - 4.10.6 The General Practice must and must ensure that each of its Nominated Medical Practitioners undergo such level of continued professional development (CPD) and training as may be required by the General Practice's, or Nominated Medical Practitioner's, professional clinical college and will provide written evidence of such if requested by the Regional LHN Representative.
- 4.11 **Provision of Details of Nominated Medical Practitioners**
- 4.11.1 Prior to the Commencement Date, the General Practice must provide Regional LHN with:

- (a) the General Practice's contact details including a business address, office and home phone numbers, email address and mobile phone number;
- (b) all of the Nominated Medical Practitioner's contact details including a home address, email address and mobile phone number.

4.11.2 During the Term, the General Practice must promptly provide Regional LHN with details of any updates or new contact details as described in clause 4.11.

4.12 Rosters

4.12.1 The Roster and On-Call Roster will be undertaken by either the Regional LHN or the General Practice, as detailed in Attachment 4. In the event that the Regional LHN is not satisfied with any Roster or On-Call Roster created by the General Practice, then the roster and/or On-Call Roster may be amended by Regional LHN in its sole discretion after first consulting with the General Practice.

4.12.2 The General Practice will be responsible for implementing the Rosters and On-Call Rosters and ensuring that the Nominated Medical Practitioners participate and provide Medical Services in accordance with those Rosters and On-Call Rosters and their Scope of Clinical Practice.

4.12.3 The General Practice must ensure that any Nominated Medical Practitioner who is:

- (a) Rostered to provide Medical Services provides Medical Services when Rostered to do so; and
- (b) on an On-Call Roster is ready and available to attend the Hospital within 40 minutes to provide Medical Services or to provide remote support to the Hospital from another site.

4.13 GP Registrars

Where a Nominated Medical Practitioner is a GP Registrar, the General Practice must ensure that the GP Registrar only provides Medical Services within their approved Scope of Clinical Practice and under the supervision of their nominated supervisor as specified in Attachment 2.

4.14 Telehealth

The General Practice must ensure the Nominated Medical Practitioners provide emergency telehealth with the aim of improving patient care and reducing metropolitan transfers.

4.15 Admissions or Scope of Services at Regional LHN Discretion

The admission of any person to or treatment of any person at a Hospital depends on clinical need and the Hospital's role, capacity and available resources at any given time.

4.16 Key Performance Indicators

The General Practice must meet each of the Key Performance Indicators as detailed in Attachment 6.

4.17 No Restriction of Trade

4.17.1 The General Practice warrants that with effect from the Commencement Date, it will not contractually restrict the Nominated Medical Practitioners from providing services similar to the Medical Services to any other agency or instrumentality of the Crown in right of the State of South Australia, including another local health network, provided that the provision of such services does not adversely affect the General Practice's ability to meet its obligations under this Agreement.

4.17.2 The General Practice hereby irrevocably consents to the Nominated Medical Practitioners providing services similar to the Medical Services to Regional LHN or any other agency or instrumentality of the Crown in right of the State of South Australia, and irrevocably waives any prior contractual rights that the General Practice may have with the Nominated Medical Practitioners to restrict the Nominated Medical Practitioners from providing services similar to the Medical Services to Regional LHN or any other agency or instrumentality of the Crown in right of the State of South Australia.

4.18 No Locum Tenens Services

4.18.1 The General Practice acknowledges and agrees that any Medical Services that it provides to Regional LHN is solely governed by this Agreement.

4.18.2 Subject to clause 4.18.3, the General Practice agrees that it, and its Nominated Medical Practitioners, must not directly or indirectly provide any Medical Services to Regional LHN as a locum tenens, including through.

- (a) any other contract between itself and Regional LHN; or
- (b) any contract between itself and a locum agency.

4.18.3 Nothing in this Agreement prevents the General Practice or its Nominated Medical Practitioners from providing locum tenens or procedural support services to the Regional LHN, or any other local health network, as a sub-contractor or agent of the Rural Doctors Workforce Agency Inc (RDWA) pursuant to any locum services contract between SA Health and RDWA.

4.18.4 For the avoidance of doubt, nothing in this clause 4.18 prevents the General Practice (or any of the Nominated Medical Practitioners) from providing medical services as a locum tenens to a local health network that is not party to this Agreement.

5. VARIATION PROPOSALS

5.1 A party may at any time give written notice to the other party proposing a variation to this Agreement ("Contract Variation Proposal").

5.2 A party who receives a Contract Variation Proposal must respond within ten (10) Business Days notifying the other party whether or not it accepts the Contract Variation Proposal.

5.3 If a party who receives a Contract Variation Proposal does not agree to the proposed variation, then the parties must negotiate in good faith.

- 5.4 If the parties cannot agree to the proposed variation, then the parties will follow the dispute resolution procedure set out in clause 46 of this Agreement.
- 5.5 Subject to clause 2, if the party who receives a Contract Variation Proposal accepts a variation by written notice, the terms and conditions of this Agreement will be varied as agreed.

6. WARRANTIES

- 6.1 The General Practice represents and warrants that:
- 6.1.1 this Agreement is enforceable by the Regional LHN in accordance with its terms and is not void or voidable;
 - 6.1.2 it has capacity unconditionally to execute and deliver and comply with its obligations under this Agreement;
 - 6.1.3 it has taken all necessary action to authorise the unconditional execution and delivery of and the compliance with its obligations under this Agreement;
 - 6.1.4 it has obtained, and will maintain and comply with at all times during the Term, all authorisations and registrations (including in relation to all Personnel), including from a government body or instrumentality, necessary to enable it unconditionally to execute and deliver and comply with its obligations under this Agreement and carry on its principal business or activity;
 - 6.1.5 no litigation, arbitration or administrative proceedings are at present current or pending or, to its knowledge, threatened against the General Practice; and
 - 6.1.6 it is not to its knowledge in breach or default of any obligation binding on it under any agreement, contract, order, or award.
- 6.2 The General Practice warrants to the Regional LHN that before entering into this Agreement it has disclosed to the Regional LHN all past, current and anticipated interests of the General Practice and any Personnel which may conflict with or restrict the performance by the General Practice of its obligations under this Agreement or the performance of Medical Services for the Regional LHN fairly and independently.
- 6.3 The General Practice warrants to the Regional LHN that it will not, and it will ensure that the Personnel do not, during the Term engage in any activity or obtain any interest likely to conflict with or restrict the Personnel in the performance of Services for the Regional LHN fairly and independently.
- 6.4 The General Practice warrants to the Regional LHN that it has not, and will not, receive any funding or financial assistance from any other entity for the provision of the Medical Services under this Agreement, other than the payments made under this Agreement.
- 6.5 The General Practice warrants that it has and will maintain sufficient procedures in place to protect and keep secure the Confidential Information and Personal Information provided from time to time to the General Practice.
- 6.6 If any warranty or representation given by the General Practice ceases to be accurate the General Practice must immediately notify the Regional LHN in writing.

7. SA HEALTH EMPLOYEES

7.1 No SA Health Full-Time Employees

The General Practice must ensure that neither itself, nor any of its Nominated Medical Practitioners, is a full-time employee of SA Health at any time during the Term of this Agreement.

7.2 No Medical Services to be provided during SA Health Employed Time

If the General Practice, or any Nominated Medical Practitioner, is employed by SA Health on a part-time basis, the General Practice must ensure that neither itself, nor any Nominated Medical Practitioner, performs any Medical Services under this Agreement during any period of time that it is paid to perform employment duties for SA Health. Medical Services under this Agreement must only be provided by the General Practice, and any Nominated Medical Practitioner, outside of their employment duties for SA Health.

8. SCOPE OF CLINICAL PRACTICE

8.1 Provision of Medical Services by Nominated Medical Practitioners

Medical Services may only be provided through Nominated Medical Practitioners acting within their Scope of Clinical Practice or otherwise in an emergency, and the General Practice must ensure that the General Practice and all Nominated Medical Practitioners comply with, and only provide Medical Services that are within, their approved Scope of Clinical Practice unless in an emergency.

8.2 Nomination for Scope of Clinical Practice

The General Practice must nominate for Scope of Clinical Practice at least one Nominated Medical Practitioner to perform Medical Services under this Agreement.

8.3 Nominations may be rejected

Subject to the conditions detailed in the Scope of Clinical Practice in South Australian Public Health Services, Regional LHN may approve or reject applications for Scope of Clinical Practice.

8.4 Withdrawal of Nomination of Nominated Medical Practitioner

The General Practice may, at any time by notice in writing to Regional LHN, withdraw the nomination of any Nominated Medical Practitioner and that Nominated Medical Practitioner shall thirty (30) calendar days following the receipt of the notice by Regional LHN cease to be a Nominated Medical Practitioner for the purpose of this Agreement.

8.5 Variation of Scope of Clinical Practice

8.5.1 The General Practice acknowledges and agrees Regional LHN may restrict, make conditional, vary, suspend, or terminate the Scope of Clinical Practice of any Nominated Medical Practitioner in accordance with the Scope of Clinical Practice process.

8.5.2 Any disagreement between the parties regarding clinical practice will be resolved as outlined in clause 46.3

8.6 Procedural requirements of the Scope of Clinical Practice in South Australian Public Health Services

For the avoidance of doubt, providing Medical Services without a current approved Scope of Clinical Practice is a material non-compliance with the procedural requirements of the Scope of Clinical Practice, and a material breach of this Agreement.

8.7 Responsibility of the General Practice

8.7.1 The General Practice must ensure that the Medical Services are only performed by Nominated Medical Practitioners who meet the requirements specified in this Agreement.

8.7.2 The General Practice remains responsible for the provision of, and the standard of, the Medical Services notwithstanding that any part of the Medical Services are performed by or provided through any Nominated Medical Practitioner and nothing in this Agreement relieves the General Practice from its liabilities or obligations under this Agreement to provide the Medical Services in accordance with this Agreement.

8.7.3 The General Practice must ensure that all Nominated Medical Practitioners are aware of any of the provisions of this Agreement that relate to its Nominated Medical Practitioners.

8.7.4 The General Practice must ensure that the Personnel provide the Services in accordance with this Agreement.

8.8 Treatment of a Relative or Dependent

The General Practice must ensure that Medical Services are not provided to the Nominated Medical Practitioner's relatives or dependents, except as permitted by this clause. On the rare occasion where an urgent acute illness of the Nominated Medical Practitioner's relatives or dependents requires assessment or management, and no other Medical Practitioner is available, then that Nominated Medical Practitioner may provide care. However, the Nominated Medical Practitioner must transfer the care of the patient to another Medical Practitioner as soon as practicable, in line with ethical practice.

9. CLINICAL GOVERNANCE

The General Practice agrees that to assist in the effective clinical governance of the Regional LHN, the General Practice will participate in clinical governance and quality improvement activities and amongst other things perform the functions specified in this clause 9.

9.1 Accreditation

Regional LHN is committed to the delivery of safe and quality health services and thus it is required to be accredited against the National Safety and Quality Health Service (NSQHS) Standards. The General Practice must, and ensure that its Nominated Medical Practitioners, assist the Regional LHN in achieving these standards and participate in the accreditation process as reasonably required by Regional LHN.

9.2 Patient Safety, Incidents and Reporting

In addition to the General Practice's other obligations under this Agreement, the General Practice must:

9.2.1 ensure all Nominated Medical Practitioners contribute to clinical risk management systems by identifying and reporting adverse events within the Regional LHN in such manner as reasonably required by the Regional LHN;

9.2.2 ensure Nominated Medical Practitioners participate in the review of reported incidents as reasonably required by the Regional LHN and be informed of the outcome within a timely manner; and

9.2.3 ensure that Nominated Medical Practitioners adhere to the principles and intention of the Open Disclosure policy and associated guidelines.

9.3 The parties agree to develop within six (6) months of the Commencement Date, and upon each anniversary of the Commencement Date during each year of the Term, a Non-Clinical Engagement Plan (NCEP), using the template in Attachment 3, for the General Practice detailing the agreed non-clinical service responsibilities and objectives of the Agreement for the next 12 months. The NCEP may be reviewed and amended from time to time as mutually agreed between parties.

9.4 The details of the NCEP should include but is not limited to the following:

9.4.1 Teaching and training of SA Health employed Registrars;

9.4.2 Mandatory training;

9.4.3 Attendance at regular clinical governance meetings - and preparation for said meetings;

9.4.4 Clinical audit;

9.4.5 Other quality improvement activities; and

9.4.6 Resources required for successful achievement of NCEP objectives.

9.5 Each party agrees to comply with its respective obligations and responsibilities specified in the NCEP.

9.6 Quality Improvement and Service Development

The parties agree that the General Practice and Nominated Medical Practitioners are expected to participate in quality improvement activities and to assist the Regional LHN in developing services during the Term of the Agreement. At a minimum, the General Practice and Nominated Medical Practitioners must attend two (2) paid meetings per year, as requested by the Regional LHN, for the purposes of:

9.6.1 developing an NCEP with the Regional LHN's Executive Director of Medical Services (EDMS). This meeting should be held as soon as practicable but not later than 6 months from the Commencement Date; and

9.6.2 meeting and actively engaging with Hospital staff in relation to developing local clinical services. The Regional LHN will be responsible for scheduling the meetings providing the General Practice and Nominated Medical Practitioners with at least two (2) months' notice or as such other period as agreed.

9.7 Remuneration for meeting attendance and for meeting preparation time will be the equivalent of the weekday On-site Sessional hourly rate provided in Attachment 5. Other episodes of non-clinical engagement may be required throughout the year and the remuneration for these meetings will be subject to the prior written approval of the EDMS.

9.8 Safety and Quality Activities

The General Practice must, and ensure that the Nominated Medical Practitioners participate in such safety and quality activities reasonably required by the Regional LHN, including, but not limited to:

9.8.1 Participation in Clinical Governance Meetings e.g.

- (a) Credentialing and Scope of Practice;
- (b) Clinical Governance;
- (c) Incident Review;
- (d) Morbidity and Mortality Meetings;
- (e) Drugs and Therapeutics;
- (f) Perinatal and Maternity Services,

9.8.2 Clinical Audit; and

9.8.3 Procedure and Guideline Development.

The participation in the safety and quality activities is to be remunerated in accordance with details set out in the agreed NCEP.

9.9 Orientation and Induction

The Regional LHN will ensure that all new Nominated Medical Practitioners, to the Regional LHN, are:

9.9.1 inducted into the work environment including organisational structure and culture, systems, and resources; and

9.9.2 provided with access to policies, protocols and guidelines relevant to their practice within the Regional LHN.

9.10 Mandatory Training

9.10.1 The General Practice must ensure that each Nominated Medical Practitioner has completed all of the following SA Health mandatory training modules:

- (a) Aboriginal Cultural Awareness (Learning Level 1);
- (b) Child Safe Awareness (Protecting children is everyone's business);
- (c) Emergency & Fire Safety;
- (d) Hand Hygiene;
- (e) Orientation – relevant to the area the personnel is working within a Regional LHN site;
- (f) Incident Management and Open Disclosure;
- (g) WH&S Basics for Workers; and
- (h) Code of Ethics for the South Australian Public Sector.

9.10.2 The Regional LHN may require the General Practice to ensure that each Nominated Medical Practitioner completes such other units of mandatory training as the Regional LHN may require from time to time during the Term.

9.10.3 It is anticipated that most mandatory training modules will take no more than half an hour to complete. Where it is expected that a module will take longer than this, the Regional LHN will advise accordingly, and a completion timeframe will be negotiated with the Nominated Medical Practitioners.

9.10.4 The General Practice may claim the relevant amount specified in Attachment 5 after a Nominated Medical Practitioner completes all of the mandatory training modules specified above.

9.10.5 The General Practice may claim the relevant amount specified in Attachment 5 after a Nominated Medical Practitioner completes such other mandatory training modules required by the Regional LHN.

9.10.6 Training and/ or education activities required as part of CPD, or by AHPRA or the relevant professional clinical college are not mandatory training for the purposes of this provision and are not claimable.

9.11 Short Stay Admissions

The Regional LHN will not accept any patient for a short stay or Type C admission. However, the General Practice and the Regional LHN may from time to time consider, and where agreed to by both parties, admit a patient for the appropriate management of a patient who requires a prolonged assessment time, if clinically indicated.

10. SUB-CONTRACTING

10.1 The General Practice must not engage any sub-contractor without the prior written approval of the Regional LHN.

10.2 In the event that the Regional LHN consents to the engagement of a sub-contractor pursuant to clause 10.1, the General Practice:

10.2.1 is not relieved of any of its liabilities or obligations under this Agreement;

10.2.2 remains responsible for the provision of the Medical Services notwithstanding that the General Practice has sub-contracted the performance of any part of the Medical Services; and

10.2.3 is liable to the Regional LHN for the acts, defaults and neglects of any sub-contractor or any employee or agent of the sub-contractor as if they were the acts, defaults or neglects of the General Practice or the employees or agents of the General Practice.

- 10.3 The General Practice is responsible for ensuring the suitability of all sub-contractors and for ensuring that the work performed by the sub-contractor meets the requirements of this Agreement.
- 10.4 The General Practice must ensure that each sub-contractor is aware of all of the terms of this Agreement relevant to the sub-contractor's part in the performance of this Agreement.
- 10.5 The General Practice must ensure that each subcontractor performs its duties strictly in accordance with the terms and conditions of this Agreement.
- 10.6 The General Practice must enter into suitable contracts with its subcontractors that include all terms and conditions of this Agreement relevant to the subcontractor's part in the performance of this Agreement and delivery of the Medical Services.

11. POLICIES AND PROCEDURES

11.1 SA Health Policies & Procedures

- 11.1.1 The General Practice acknowledges and agrees that the General Practice and all Personnel are able to access the SA Health intranet site, the SA Health internet website (www.sahealth.sa.gov.au) and the Code of Ethics for the South Australian Public Sector located at www.publicsector.sa.gov.au.
- 11.1.2 The General Practice must read and understand, and must ensure that all Personnel read and understand all South Australian Government, SA Health, Regional LHN and Hospital codes, policies, procedures, protocols, and standards relevant to the provision of the Medical Services, including without limitation, the clinical directives and guidelines listed in Attachment 7.
- 11.1.3 In the course of performing the Medical Services, the General Practice must, and must ensure that each Personnel must, at all times comply with, and act in a manner consistent with, the requirements of all South Australian Government, SA Health, Regional LHN and Hospital codes, policies, procedures, protocols and standards relevant to the General Practice and Personnel (to the same standard as required by the Regional LHN's employees), as if the General Practice and Personnel were employees of the Regional LHN in undertaking their obligations under this Agreement, which have been made available to the General Practice under this clause 11, including without limitation, the codes, policies, procedures, protocols, standards, the clinical directives and guidelines listed in Attachment 7. The General Practice must also ensure that it, and its Personnel, comply with all non-SA Health policies, procedures, protocols and standards and other documents specified in Attachment 7. In the event of inconsistency between these codes, policies, procedures, protocols, and standards and this Agreement, this Agreement shall prevail.
- 11.1.4 The Regional LHN must make available to the General Practice and the Personnel all SA Health and the Regional LHN's codes, policies, procedures, protocols and standards (including clinical directives and guidelines) through the SA Health internet website (www.sahealth.sa.gov.au), or by way of hardcopies or electronic copies where such documents are not available on the SA Health internet website.
- 11.1.5 The Regional LHN will also make available full copies of any separate Hospital codes, policies, procedures, protocols, and standards that are specific to the Hospital site either by way of hardcopies or electronic copies.

11.2 Safety Learning System

Without limiting any other obligation of the General Practice under this Agreement, the General Practice must, and must ensure that each Personnel:

- (a) reports all patient related incidents via the online Safety Learning System (SLS) at the earliest opportunity; and
- (b) complies with the SA Health Patient Incident Management and Open Disclosure Policy Directive available at www.sahealth.sa.gov.au, including the Safety Learning System reporting requirements specified in that Directive.

11.3 Immunisations

Prior to any Personnel commencing the provision of any Medical Services on any SA Health premises, the General Practice must:

- 11.3.1 ensure that each Personnel is adequately protected against such vaccine preventable diseases required by the Regional LHN from time to time and the Addressing vaccine preventable diseases: Occupational assessment, screening, and vaccination policy directive;
- 11.3.2 provide to the Regional LHN a written statement / evidence to the reasonable satisfaction of Regional LHN confirming that each Personnel has a documented vaccination history consistent with the requirements of the Regional LHN and the Addressing vaccine preventable diseases: Occupational assessment, screening, and vaccination policy directive.

12. RESOURCES

12.1 Resources provided by Regional LHN

The Regional LHN will provide resources reasonably necessary for the treatment of Public Patients at the Hospital where the Medical Services are provided, including the IT resources specified in clause 12.2, consumables, beds, equipment, theatre time, anaesthesia and analgesia support, nursing and allied health services and other staff. All resources provided by Regional LHN must be in a safe and proper working order and suitable for the purpose used. The Regional LHN must provide a safe working environment for the General Practice and Nominated Medical Practitioners, so far as is reasonably practicable.

12.2 IT Resources provided by Regional LHN

- 12.2.1 Where Wi-Fi connectivity is available at a Hospital site serviced by the General Practice under this Agreement, the Regional LHN will provide the Nominated Medical Practitioner with Wi-Fi access. Where Wi-Fi access is not available at a Hospital site, the Regional LHN will provide access to Personal Computers (PC) and printers for use by Nominated Medical Practitioners within that Hospital site.

12.2.2 The Regional LHN will further:

- (a) Provide access to a workspace for the Nominated Medical Practitioner when delivering Services on the Hospital site.
- (b) Provide Nominated Medical Practitioners with a HAD ID to enable access to SA Health policies and procedures.
- (c) Wherever possible, provide access to the General Practice's private practice Electronic Medical Records (EMR) from the Hospital site including appropriate IT support to assist Nominated Medical Practitioners in accessing the EMR from the Hospital site.
- (d) Provide access to appropriate Regional LHN electronic resources to assist in patient management, safe prescribing of medications and to support communication between all relevant parties including the hospital, Nominated Medical Practitioners, aged care, and community services.
- (e) Allow Nominated Medical Practitioners to use their own devices, where they choose to do so, provided that the General Practice ensures that the Nominated Medical Practitioners comply with the relevant Regional LHN policies and requirements regarding the use of devices to access and use the Regional LHN and SA Health networks.

12.2.3 Where IT and equipment is provided by the Regional LHN, the General Practice will ensure the Nominated Medical Practitioner is fully trained in their use, as well as any electronic records management system, which may be in use in the Regional LHN.

12.3 Resources supplied by General Practice

12.3.1 The General Practice may utilise the General Practice's own resources (including consumables, equipment, nursing and allied health services and other staff) in providing the Medical Services with the prior written consent of Regional LHN and in accordance with Regional LHN policies and other requirements.

12.3.2 The General Practice warrants that all of the General Practice's consumables and equipment utilised by the General Practice are in safe and proper working order and suitable for the purpose, and all equipment is adequately and appropriately cleaned, repaired, maintained and insured.

12.3.3 If any person (other than officers, employees, or agents of Regional LHN) supplied by the General Practice assists the General Practice or any Personnel in providing Medical Services, the General Practice must ensure that such persons are suitably skilled, trained, qualified and competent and Credentialed as per Regional LHN's requirements and any relevant SA Health policies.

12.4 Theatre Availability

12.4.1 The Regional LHN will determine theatre availability from time to time having regard to clinical need, the availability of other resources and the competing requirements of medical practitioners at the Hospital. The General Practice will be informed of theatre availability as soon as practicable but not less than one (1) months prior notice will be given if a theatre is to be electively closed or access reduced.

12.4.2 Where Regional LHN provides a copy of a theatre list to the General Practice for any day, the Regional LHN will provide the General Practice with no less than forty eight (48) hours' notice of the theatre list for that day which must specify each patient's election to be treated as either a Public Patient or Private Patient.

13. PRIVATE PATIENTS

13.1 The Regional LHN agrees to allow the General Practice and Nominated Medical Practitioners access to the Hospital to enable them to provide Medical Services to Private Patients, however Regional LHN is under no binding obligation to provide such facilities where in the opinion of Regional LHN it does not have the capability or capacity to do so.

13.2 The Regional LHN agrees:

13.2.1 to routinely provide the General Practice with a copy of the Emergency Department Medical Record for Medical Services provided by the General Practice and Nominated Medical Practitioners to Private Patients; and

13.2.2 to provide the General Practice with access to copies of any Medical Records for Medical Services provided by the General Practice and Nominated Medical Practitioners to Private Patients.

13.3 The General Practice agrees:

13.3.1 that it will ensure that Medical Services provided to Private Patients are provided within the Scope of Clinical Practice of the General Practice and Nominated Medical Practitioners.

13.3.2 that the General Practice and Nominated Medical Practitioners must complete and maintain medical records and discharge notes in the same manner and to the same standard as required for Medical Services provided to Public Patients under this Agreement;

13.3.3 any medical records or discharge summaries created by the General Practice or Nominated Medical Practitioners for Medical Services rendered to Private Patients remain the property of Regional LHN and Regional LHN will provide the General Practice or Nominated Medical Practitioner with access to copies of any such medical records and discharge summaries as soon as reasonably practicable upon request by the General Practice or Nominated Medical Practitioner;

13.3.4 the General Practice is responsible for rendering accounts for all Medical Services rendered to Private Patients and collecting payment for same, at its own cost;

13.3.5 the General Practice must not represent, and must ensure that its Personnel do not represent, to any person, including the General Practice's own Private Patients, that the Medical Services provided to Private Patients are being provided by, or are the responsibility of, Regional LHN; and

13.3.6 The Regional LHN assumes no legal liability for any Medical Services provided by the General Practice, or any Personnel, to Private Patients except to the extent that any such liability arises from:

- (a) any negligent or wrongful act or omission by Regional LHN; or
- (b) any breach by Regional LHN of any of the provisions of this Agreement.

14. MEDICAL RECORDS

- 14.1 The General Practice must, and must ensure that each Nominated Medical Practitioner, maintains accurate contemporaneous and legible patient medical records in accordance with best practice standards, the requirements of Regional LHN and the 'South Australian Medical Record Documentation and Data Capture Standards' and any other relevant guidelines and standards required by Regional LHN. This includes, but is not limited to ensuring medical records:
- 14.1.1 have a date, time, signature and name with printed designation soon after the provision of Medical Services or as soon as reasonably practicable during the General Practice's shift;
- 14.1.2 comply with definitions and requirements within the Australian Coding Standards and South Australian Coding Standards, in particular documentation of:
- (a) principal diagnosis - being the diagnosis established after study to be chiefly responsible for occasioning an episode of care be listed in the medical record on discharge;
 - (b) additional diagnoses - being a condition or complaint either coexisting with the principal diagnosis or arising during the episode of care. These conditions affect patient management in terms of requiring any of the following:
 - commencement, alteration or adjustment of therapeutic treatment;
 - diagnostic procedures;
 - increased clinical care and/or monitoring
 - (c) procedures - being a clinical intervention that:
 - is surgical in nature, and/or;
 - carries a procedural risk, and/or
 - carries an anaesthetic risk, and/or
 - requires specialised training, and/or
 - requires special facilities or equipment only available in an acute setting.
- 14.2 The General Practice must, and must ensure that each Nominated Medical Practitioner:
- 14.2.1 records all clinical information in accordance with the reasonable requirements of Regional LHN;
- 14.2.2 ensures that each patient's medical record contains adequate documentary evidence to support the respective fee items being claimed by the General Practice under this Agreement;
- 14.2.3 completes the Regional LHN's discharge/separation summary requirements; and
- 14.2.4 does not remove any medical records from the Regional LHN hospital site without the prior written consent of the Regional LHN.
- 14.3 The General Practice must, and must ensure that each Nominated Medical Practitioner, in relation to each patient episode of care – either as an outpatient, a non-admitted emergency presentation or a hospital admission completes in, a timely manner, a discharge summary at the conclusion of the episode of care. The discharge summary must be completed in accordance with the requirements specified in this clause 14.

15. RECORDS MANAGEMENT

The General Practice agrees that in performing its obligations under this Agreement it will act in a manner that ensures that the Regional LHN is able to comply with any standards, directions or determinations issued under sections 14 or 23 of the *State Records Act 1997* (SA).

16. DOCUMENTS

- 16.1 Regional LHN owns all Documents, including Medical Records, prepared by or for the General Practice or Nominated Medical Practitioner arising out of or in connection with provision of the Medical Services to Public Patients under this Agreement.
- 16.2 Upon termination and at any other time on demand by Regional LHN, the General Practice must deliver to Regional LHN all Documents, including Medical Records, provided by or originating from Regional LHN and all Documents, including Medical Records, produced by or for the General Practice in the course of providing the Medical Services to Public Patients under this Agreement.
- 16.3 Notwithstanding clauses 16.1 and 16.2, the General Practice will be entitled to access all Documents, including Medical Records, and make copies of and use those Documents, in order to comply with their statutory or legal obligations, or the preparation for or conduct of proceedings before any court or tribunal or implementation of the orders of a court or tribunal. For the avoidance of doubt, it is agreed that the General Practice shall under no circumstances remove any originals of any Documents from any Hospital or the Regional LHN relating to Public Patients (unless otherwise agreed by Regional LHN in writing).
- 16.4 Where the General Practice retains copies of the Documents in clause 16.3, the General Practice:
- 16.4.1 must provide details of the relevant statutory, legal obligations or other reasons to the Regional LHN; and
- 16.4.2 warrants that it guarantees the confidentiality of those Documents and that the General Practice will not use, access, or process those documents following the expiry or termination of this Agreement, other than for the purposes described in clause 16.3.
- 16.5 The General Practice acknowledges that it is only the custodian of the Documents and must deliver the Documents to the Regional LHN on demand, regardless of any other legal right or remedy that the General Practice may then have.
- 16.6 Nothing in this Agreement has the effect of giving the General Practice any right or licence over the Documents.
- 16.7 The General Practice must:

- 16.7.1 implement all technical and organisational measures necessary to meet the requirements of any applicable data protection laws and to protect the Documents against any misuse;
- 16.7.2 ensure that the Documents are created, used, disclosed, stored, and maintained in accordance with the:
 - (a) *Freedom of Information Act 1991* (South Australia Premier and Cabinet Circular 027 – Disclosure of Government Contracts);
 - (b) SA Health Record Management Policy Directive;
 - (c) SA Medical Records Documentation and Data Capture Standards; and
 - (d) such other policies and guidelines as notified in writing by the Regional LHN to the General Practice from time to time.
- 16.7.3 not send or store the Documents outside of Australia;
- 16.7.4 notify the Regional LHN immediately and comply with all directions of the Regional LHN if the General Practice becomes aware of any unauthorised access to the Documents or a failure by the General Practice (including by the Nominated Medical Practitioner or any other persons who have access to the Documents) to comply with the requirements in this clause 16.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 The Regional LHN owns all Intellectual Property Rights in:
 - 17.1.1 all Documents, Medical Records, and other proprietary information of Regional LHN in existence at or prior to the date of this Agreement and any modifications or enhancements made to them after the date of this Agreement; and
 - 17.1.2 all Intellectual Property Rights in all things (including Documents and Medical Records) produced by or on behalf of the General Practice and by each Personnel in the course of performance of the Medical Services.
("Regional LHN Intellectual Property")
- 17.2 The General Practice must do anything necessary to vest the Intellectual Property Rights in all things produced by the General Practice and Personnel in the Regional LHN.
- 17.3 Intellectual Property Rights in all Documents become Regional LHN Intellectual Property Rights on their creation by the General Practice or Personnel.
- 17.4 The Regional LHN gives the General Practice a non-exclusive licence to use the Regional LHN Intellectual Property for providing the Medical Services under this Agreement. That licence may not be sub-licensed or transferred, except to a Personnel for the purposes of providing the Medical Services under this Agreement.
- 17.5 The General Practice must not infringe the Intellectual Property Rights of any person in performing its obligations under this Agreement.
- 17.6 The General Practice must indemnify and keep indemnified Regional LHN against all costs, expenses and liabilities whatsoever arising out of or in connection with any claim that the General Practice has infringed the Intellectual Property Rights of any person.
- 17.7 The General Practice must not copy assign, license, or otherwise convey or deal with any part of Regional LHN's Intellectual Property without first obtaining the prior written consent of Regional LHN.

18. CONFIDENTIAL INFORMATION

If Regional LHN discloses Confidential Information to the General Practice the following provisions apply:

- 18.1 The General Practice must not use the Confidential Information except for the performance of its obligations under this Agreement or any other purpose as the Regional LHN notifies from time to time in respect of any item of Confidential Information.
- 18.2 The General Practice may only disclose the Confidential Information in the following circumstances:
 - 18.2.1 with the prior written consent of the Regional LHN;
 - 18.2.2 to a Personnel if:
 - (a) the Personnel needs the Confidential Information for the performance of the General Practice's obligations under this Agreement; and
 - (b) the Personnel is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of the General Practice's obligations under this Agreement; or
 - 18.2.3 if and to the extent that the General Practice is legally compelled to disclose the Confidential Information.
- 18.3 When the General Practice is aware of any steps being taken or considered to legally compel the General Practice or a Personnel to disclose the Confidential Information, it must:
 - 18.3.1 to the extent legally permitted, defer and limit the disclosure with a view to preserving the confidentiality of the Confidential Information as much as possible;
 - 18.3.2 promptly notify the Regional LHN; and
 - 18.3.3 do anything reasonably required by the Regional LHN, including the institution and conduct of legal proceedings at the Regional LHN's direction and expense, to oppose or restrict that disclosure.
- 18.4 The General Practice must do everything reasonably possible to preserve the confidentiality of the Confidential Information.

- 18.5 The General Practice must notify the Regional LHN promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Agreement or with the authority of the Regional LHN.
- 18.6 The General Practice must comply with any reasonable direction of the Regional LHN in relation to documents containing the Confidential Information and must for that purpose so direct its Personnel as reasonably required.

19. **PRIVACY OF PERSONAL INFORMATION**

- 19.1 The General Practice must and must ensure that all Personnel at all times:
- 19.1.1 comply with all Laws (including the Privacy Act 1988 (Cth)) relating to patient privacy, confidentiality of patient information and health records management, in collecting, using, disclosing, holding or otherwise dealing with any information in respect of a patient obtained by the General Practice or Personnel in the course of providing the Medical Services;
 - 19.1.2 to the extent that the General Practice is not bound by the *Privacy Act 1988 (Cth)* it must ensure that it has procedures in place to deal with all Personal Information received, created or held by it for the purposes of this Agreement which comply at a minimum with the Australian Privacy Principles established under the *Privacy Act 1988 (Cth)*;
 - 19.1.3 without limiting clauses 19.1.1 and 19.1.2, comply with the South Australian Government Information Privacy Principles (a copy of which can be found at <https://www.dpc.sa.gov.au/resources-and-publications/premier-and-cabinet-circulars/DPC-Circular-Information-Privacy-Principles-IPPS-Instruction.pdf>) (IPPs) as if the General Practice were an "agency" for the purposes of the IPPs in undertaking its obligations under this Agreement including in relation to all Personal Information received, created or held by it for the purposes of this Agreement;
 - 19.1.4 keep all Personal Information confidential and use the Personal Information only for the purpose of fulfilling its obligations under this Agreement;
 - 19.1.5 do not disclose any Personal Information to a third party without the prior written consent of Regional LHN, unless the third party is the individual to whom the Personal Information relates;
 - 19.1.6 take all reasonable steps to ensure that the Personal Information is protected against misuse and loss, or unauthorised access, modification, or disclosure.
 - 19.1.7 not do anything with the Personal Information that will cause Regional LHN to breach its obligations under the IPPs;
 - 19.1.8 provide reasonable assistance required by Regional LHN to assist Regional LHN in complying with its obligations under the IPPs (to the extent related to the Medical Services); and
 - 19.1.9 notify the Regional LHN immediately:
 - (a) of any actual or threatened disclosure or access to Personal Information that is unauthorised, or is in breach of this Agreement or any legislation, principle, industry code or policy by which Regional LHN is bound relating to the collection, use, disclosure, storage or granting of access rights to the Personal Information; or
 - (b) if it becomes aware that a disclosure of Personal Information is or may be required by Law.
 - 19.1.10 without limiting any other provision of this Agreement:
 - (a) comply with the 'Privacy Policy Directive' as amended from time to time and available at www.sahealth.sa.gov.au (Privacy Policy Directive);
 - (b) implement as far as practicable the Privacy Policy Directive, related policies, principles and guidelines or such directions as reasonably requested by Regional LHN; and
 - (c) use reasonable measures to prevent a breach of the Privacy Policy Directive to the satisfaction of Regional LHN, as the Privacy Policy Directive relates to Personal Information received, created or held by it in connection with this Agreement;
 - 19.1.11 allow Regional LHN to undertake, and cooperate with any audit or investigation which Regional LHN deems necessary, to verify that the General Practice is complying with the Privacy Act, the IPPs and the Privacy Policy Directive; and
 - 19.1.12 promptly notify Regional LHN if it fails to comply with this clause 19.
- 19.2 Notwithstanding anything in clauses 16.3 and 13.2, the General Practice acknowledges and agrees that Regional LHN's obligations under clauses 16.3 and 13.2 (which relate to the disclosure of Personal Information) are at all times subject to Regional LHN being permitted to make such disclosures of Personal Information under Section 93 of the *Health Care Act 2008 (SA)*.
- 19.3 This clause 19 survives the expiry or earlier termination of this Agreement.
20. **ICT USE AND MALICIOUS SOFTWARE**
- 20.1 Where the General Practice or its Personnel use any of SA Health's computer systems, the General Practice must ensure that the Personnel only use SA Health's computer systems and programs:
- 20.1.1 which the Regional LHN specifically authorises for provision of the Services and only in a manner as directed by the Regional LHN from time to time; and
 - 20.1.2 to the extent of the training and competencies of the Personnel.

- 20.2 Where the General Practice becomes aware of the unauthorised use by Personnel of the Regional LHN's computer systems or programs, the General Practice must immediately notify the Regional LHN of that unauthorised use.
- 20.3 The General Practice must not:
- 20.3.1 introduce or permit the introduction into SA Health's ICT Infrastructure of any software, including, but not limited to, Malicious Software; or
- 20.3.2 undertake, facilitate, or permit any unauthorised communication with SA Health's ICT Infrastructure that has the effect or purpose of disrupting, damaging, or degrading the performance of that infrastructure, for example a 'denial of service attack'.

21. CYBER SECURITY

Information Security Standards

21.1.1 The General Practice must, in performing this Agreement:

- (a) comply with the requirements of the Information Security Standards;
- (b) comply with any reasonable directions of the Regional LHN in relation to identifying, managing and mitigating security risks associated with the performance of the Agreement;
- (c) ensure its data and systems security comply with all relevant legislation and regulations and ensure its health information systems comply with Action 1.16 (Healthcare records) in the NSQHS standards; and
- (d) have the appropriate emergency security protections in place and conduct data system penetration tests via an independent consultant routinely.

21.1.2 In performing its obligations under this Agreement, the General Practice must ensure that it meets and complies with the Information Security Standards at all times and must take all reasonable steps necessary to facilitate the Regional LHN complying with its obligations under the Information Security Standards.

Cyber Incidents

21.1.3 If the General Practice becomes aware that a Cyber Incident has or may have occurred, the General Practice must:

- (a) notify the Regional LHN as soon as possible (and in any event within 48 hours);
- (b) promptly provide to the Regional LHN:
 - i. a description of the nature and anticipated consequences of the Cyber Incident;
 - ii. where possible, information about the type of information the subject of the Cyber Incident; and
 - iii. other information concerning the Cyber Incident reasonably known or available to the General Practice that the Regional LHN is required to disclose to a supervisory authority or data subjects; and
- (c) implement appropriate measures as reasonably required by the Regional LHN to mitigate any possible adverse effects of the Cyber Incident, including taking all reasonable action to mitigate the risk of the Cyber Incident causing damage or loss, and prevent a recurrence.

21.1.4 The Regional LHN may, on reasonable notice to the General Practice, request an audit or cause an audit to be carried out on the effectiveness of remedial action in response to a Cyber Incident.

21.1.5 The General Practice must, on request, produce evidence to the Regional LHN of the General Practice's compliance with the requirements of this clause 21.

22. INFORMATION RELATING TO THE SERVICES

22.1 The General Practice must provide such reports and information, in relation to the provision of the Services under this Agreement, as is reasonably requested by the Regional LHN from time to time and must provide such reports and information within ten (10) Business Days of a written request to that effect by the Regional LHN.

22.2 The General Practice must give to the Regional LHN, where requested by the Regional LHN:

22.2.1 evidence that the General Practice is licensed (as required by Law) to provide the Services;

22.2.2 evidence of its accreditations to provide the Services and the accreditations of the Nominated Medical Practitioners including evidence of compliance with relevant South Australian and national standards and SA Health policy directives and guidelines;

22.2.3 evidence that the Services are delivered by appropriately trained and skilled and/or qualified Personnel,

22.2.4 any other information reasonably requested from time to time by the Regional LHN to evidence the General Practice's compliance with this Agreement; and

22.2.5 such reports, information, and materials which the Regional LHN may require from time to time to meet its obligations:

- (a) to any State or Commonwealth Government department or agency;
- (b) to any health insurance fund;
- (c) to the Department of Veteran's Affairs (or any government department performing the function of that department); and
- (d) to any compensable insurance authorities.

22.3 The General Practice must not supply the Regional LHN with any information that it knows, or reasonably ought to know, is or may be inaccurate, untrue, or misleading without notifying the Regional LHN of that nature of the information.

- 22.4 Where the General Practice becomes aware of any changes which indicate that any information that it has provided to the Regional LHN under this Agreement has become inaccurate, untrue, or misleading, it must promptly advise the Regional LHN of this fact.
23. **MEETINGS**
- In addition to providing the Medical Services, the General Practice agrees that the General Practice shall meet with the Regional LHN as required in Attachment 4 and at such times as the Regional LHN reasonably requires to discuss the provision of the Medical Services by the General Practice, and/or any other matter connected with this Agreement.
24. **ACTING ETHICALLY**
- The General Practice and the Personnel must conduct themselves in a manner that does not invite, directly or indirectly, Regional LHN's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009*) to behave unethically, to prefer private interests over Regional LHN's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.
25. **CONFLICTS OF INTEREST**
- 25.1 The General Practice warrants that neither it nor any of its Personnel have any Conflict of Interest or potential Conflict of Interest.
- 25.2 In the event that the General Practice or the Personnel becomes aware that it or any of its Personnel do have or will have a Conflict of Interest or potential Conflict of Interest, the General Practice and the Personnel shall immediately inform the Regional LHN Representative, in writing, with full details of that Conflict of Interest or potential Conflict of Interest.
- 25.3 The General Practice must, and must ensure that the Personnel, shall immediately comply with all reasonable directions of the Regional LHN Representative requiring it to resolve or otherwise deal with any Conflict of Interest or potential Conflict of Interest.
- 25.4 The provisions of this clause will operate without prejudice to any other rights which the Regional LHN may have arising out, or in respect of, the existence of any Conflict of Interest or potential Conflict of Interest.
26. **PROBITY**
- 26.1 The General Practice must not, and ensure that the Personnel must not, for the purpose of winning any new business under this Agreement or otherwise:
- 26.1.1 offer any incentive to any person involved in a procurement process under or in relation to this Agreement;
 - 26.1.2 engage in any collusive or other like practice with another service provider;
 - 26.1.3 pay any secret commissions or make any other inappropriate payments;
 - 26.1.4 engage in deceptive or improper practice;
 - 26.1.5 act unlawfully; or
 - 26.1.6 be a party to any act or thing which, in the Regional LHN's reasonable opinion:
 - (a) is prejudicial to the goodwill, reputation, or overall public image of the Regional LHN or SA Health; or
 - (b) puts at risk the probity of any transaction or agreement related to, or impacted by, the provision of the Medical Services.
- 26.2 The Regional LHN Representative is entitled to:
- 26.2.1 engage a probity auditor or adviser to advise on compliance with this clause; and
 - 26.2.2 to determine its reasonable opinion on the advice of such a probity auditor or adviser.
27. **ICAC**
- 27.1 The Regional LHN is a "public authority" for the purposes of the *Independent Commissioner Against Corruption Act 2012 (SA)* ("ICAC Act"). The Regional LHN must report to the Office of Public Integrity matters that Regional LHN reasonably suspects involve corruption in public administration as required under the ICAC Act.
- 27.2 The General Practice acknowledges that: -
- 27.2.1 the supply of the Services may involve public administration by Regional LHN pursuant to the ICAC Act; and
 - 27.2.2 as it is supplying the Services to Regional LHN, the General Practice:
 - (a) is a public officer for the purposes of the ICAC Act; and
 - (b) is subject to the obligations under the ICAC Act to report to the Office of Public Integrity matters that the General Practice reasonably suspects involves corruption in public administration.
28. **WORK HEALTH AND SAFETY**
- 28.1 The General Practice must, and ensure that the Personnel must, comply with the *Work Health and Safety Act 2012 (SA)* and the SA Health Contractor Safety Management (WHS) Policy Directive at all times, regardless of whether Regional LHN issues direction in that regard or not.
- 28.2 The General Practice must, and ensure that the Personnel must, comply with the instructions and the policies of Regional LHN regarding work health and safety matters.

- 28.3 The General Practice must, and ensure that the Personnel must, upon becoming aware of any potentially hazardous situation at the Hospital, bring it to Regional LHN's attention immediately.
- 28.4 Where the General Practice identifies fatigue as a risk factor in providing Services to the Regional LHN, the General Practice will assess the risk and implement control measures in consultation with the Regional LHN. In managing fatigue both parties will comply with the *Work Health and Safety Act* and the relevant SA Health Policy Directives.

29. **CHILD SAFETY**

29.1 **Additional Definitions**

- (i) **Child Safety Act** means the *Children and Young People Safety Act 2017* (SA);
- (ii) **Prescribed Offence** has the meaning given in the Prohibited Persons Act;
- (iii) **Prescribed Position** has the meaning given in the Prohibited Persons Act;
- (iv) **Presumptive Disqualification Offence** has the meaning given in the Prohibited Persons Act;
- (v) **Prohibited Person** has the meaning given in the Prohibited Persons Act;
- (vi) **Prohibited Persons Act** means the *Child Safety (Prohibited Persons) Act 2016* (SA);
- (vii) **Prohibition Notice** has the meaning given in the Prohibited Persons Act;
- (viii) **Working with Children Check** has the meaning given in the Prohibited Persons Act.

29.2 **Fundamental Term**

Despite any other clause, the parties acknowledge that the rights and obligations under this clause are fundamental to this Agreement.

29.3 **No Prohibited Persons**

29.3.1 The General Practice must:

- (a) comply with the obligations of employers under Division 2 Part 4 of Prohibited Persons Act in relation to all its Personnel that are in Prescribed Positions and delivering Services;
- (b) as required by the Regional LHN's Representative, verify that a Working with Children Check has been conducted in relation to the Personnel in Prescribed Positions that are delivering Services; and
- (c) subject to clause 29.3(e) below, immediately procure the ongoing exclusion of any Personnel that are engaged in Prescribed Positions from involvement in delivery of the Services, if they are found to be a Prohibited Person.
- (d) unless such notification causes the General Practice to be in breach of the Prohibited Persons Act the General Practice must promptly notify the Regional LHN's Representative if it becomes aware that any Personnel who are involved in the delivery of the Services:
 - i. is a Prohibited Person; or
 - ii. is the subject of any allegation, arrest, charge or conviction for a Prescribed Offence or a Presumptive Disqualification Offence (whilst not being the subject of a Prohibition Notice),
- (e) The General Practice will not be in breach of its obligation under clause 29.3.1(c) where the General Practice has complied with its obligations under the Prohibited Persons Act and the central assessment unit has failed to provide notification to the General Practice in accordance with section 41(1) of the Prohibited Persons Act.
- (f) As often as reasonably requested by the Regional LHN, the General Practice must give the Regional LHN evidence satisfactory to the Regional LHN of the General Practice's compliance with the obligations of employers under Division 2 Part 4 of Prohibited Persons Act.

29.4 **Imposing Obligations on Personnel**

The General Practice must ensure that:

- 29.4.1 all Personnel involved in the delivery of Medical Services are aware of and act in a manner consistent with the provisions of this clause at all times; and
- 29.4.2 all Personnel (not being the General Practice) immediately inform the General Practice if the Personnel is the subject of any allegation, arrest, charge, or conviction for a Prescribed Offence.

29.5 **Child Safe Environment**

In addition to all other obligations under this Agreement, where the General Practice is an organisation to which section 114 of the Child Safety Act applies, the General Practice must:

29.5.1 (**policies and procedures**): have in place appropriate policies and procedures to ensure that, as required by the Child Safety Act:

- (a) safe environments for children and young people are established and maintained; and
- (b) appropriate reports of child abuse and neglect are made;

29.5.2 (**lodge statement**): lodge the statement required by section 114 of the Child Safety Act about the General Practice's child safe policies and procedures with the Chief Executive of the Department for Child Protection, or such other government agency as the State or South Australian Government publicly notifies (Successor Children's Protection Agency), within 10 Business Days after putting in place those policies and procedures; and

29.5.3 (**response**): respond, as soon as reasonably practicable (and in any event within 10 Business Days), to any written request by Department for Child Protection, Successor Children's Protection Agency or the Regional LHN for information relating to the General Practice's compliance with the requirements of this clause 29.

29.6 **Compliance with Child Safety Practices and Procedures**

The General Practice must at all times comply with any practices, policies and procedures in relation to child safe environments notified in writing by the Regional LHN.

29.7 Effect of Non-Compliance

If the General Practice does not strictly, fully and immediately comply with any or all of its obligations under this clause 30, then such failure to comply will constitute a fundamental breach of the Agreement entitling the Regional LHN to terminate this Agreement immediately upon giving notice in writing to the General Practice.

30. SCREENING AND SECURITY

30.1 Fundamental Rights

Without limiting the operation of any other clause, the General Practice acknowledges that Regional LHN's rights under this clause are fundamental to this Agreement.

30.2 Screenings

Without limiting the operation of any other clause in this Agreement, the General Practice must ensure that the General Practice and all Personnel have undergone the following screening assessments for the purposes of assisting Regional LHN to assess the General Practice's and all Personnel's criminal history status and suitability to perform the Medical Services, or to access the Hospital under this Agreement:

30.2.1 a National Police Certificate;

30.2.2 any non-child-related position screening assessments required by Law; and

30.2.3 any non-child-related position screening assessments requested by Regional LHN at Regional LHN's sole discretion or required by any policies of Regional LHN or SA Health.

30.3 Other Information

Without limiting the operation of any other clauses in this Agreement, the General Practice must obtain any information required by Regional LHN to enable Regional LHN to establish, at Regional LHN's sole discretion, that the General Practice and Personnel are suitable person/s to perform the Services, or to access the Hospital.

30.4 Regional LHN's Enquiries

The Regional LHN may (but need not) conduct any investigations Regional LHN deems necessary in connection with the matters referred to in this clause 30.

30.5 Consent to Disclosure to Regional LHN

The General Practice consents, and must obtain the consent of each Personnel, to Regional LHN and the Department for Health and Wellbeing reading and keeping copies of:

30.5.1 the National Police Certificate, and any other screening assessments required by Law, requested by Regional LHN, or required by the policies of SA Health, Regional LHN or under clause 30.2; and

30.5.2 any information required by Regional LHN under clause 30.3.

30.6 Disclosure to Regional LHN

The General Practice agrees to provide copies to Regional LHN of the documents referred to in clause 30.2 within the following time frames (unless otherwise agreed by Regional LHN):

30.6.1 prior to the General Practice and/or Personnel first performing the Services or accessing the Hospital under this Agreement; and

30.6.2 subsequently:

- (a) for a National Police Certificate – at least 14 days prior to the third anniversary of the date of the General Practice's and Personnel's existing National Police Certificate;
- (b) for any other screening assessments required by Law under clause 30.2.2 – at least 14 days prior to the expiry date of the General Practice's and Personnel's existing screening assessments;
- (c) for any other screening assessments required by the policies of SA Health or Regional LHN or requested by Regional LHN under clause 30.2.3 – at least 14 days prior to the expiry date of the relevant General Practice's and Personnel's existing screening assessments or, if applicable, within the time frame specified by any relevant policy of SA Health or Regional LHN; and
- (d) for any other information required by Regional LHN under clause 30.3 – within 14 days of Regional LHN's request.

30.7 Regional LHN May Give Direction

Without limiting the operation of clause 30.8 below, if Regional LHN (in Regional LHN's sole discretion) forms the view that the General Practice or any Personnel is not suitable to perform the Services, or to access the Hospital under this Agreement, Regional LHN may (at Regional LHN's sole discretion and without liability to the General Practice) direct the General Practice and/or Personnel to cease providing the Services, and accessing the Regional LHN's premises under this Agreement, and the General Practice and Personnel must do so immediately.

30.8 Suitability

If at any time the General Practice becomes aware of any information that may negatively affect Regional LHN's approval or acceptance of the General Practice or Personnel suitability to perform the Services or access the Regional LHN's premises under this Agreement, the General Practice must:

30.8.1 immediately notify and consult with Regional LHN's principal authorised officer for such matters being, at the date of this Agreement, the Director People and Culture (or equivalent) of Regional LHN;

30.8.2 immediately cease performing the Services, and accessing the Regional LHN's premises under this Agreement, until the General Practice and/or Personnel are cleared by Regional LHN to return;

- 30.8.3 immediately notify Regional LHN in writing of all known facts about the circumstances in which the General Practice and Personnel have in any way performed the Services, or has accessed the Regional LHN's premises under this Agreement;
- 30.8.4 provide on an ongoing basis full details to Regional LHN of the circumstances relating to the General Practice and Personnel as they relate to the matters under this clause 30, as and when those details become known to the General Practice; and
- 30.8.5 comply with any reasonable directions of Regional LHN with respect to the General Practice and Personnel and with respect to preventing harm and to protecting affected clients, patients and staff and the interests of Regional LHN.

30.9 Effect of Non-Compliance

- 30.9.1 If the General Practice does not comply with the requirements of this clause 30, then without limiting any other remedy available to Regional LHN, Regional LHN may:
 - (a) refuse the General Practice and Personnel entry to the Regional LHN's premises (without liability to the General Practice); and
 - (b) terminate this Agreement.
- 30.9.2 Despite any exercise by Regional LHN of its rights under this clause 30, the General Practice must for so long as Regional LHN directs:
 - (a) provide on an ongoing basis full details to Regional LHN of the General Practice's and Personnel's circumstances as they relate to the matters under this clause 30; and
 - (b) comply with any other reasonable directions of Regional LHN with respect to the matters under this clause 30.
- 30.9.3 Any exercise by Regional LHN of Regional LHN's rights under clause 30:
 - (a) do not limit Regional LHN's right to pursue any claim against the General Practice arising in respect of a breach by the General Practice of its obligations under this Agreement; and
 - (b) will not give rise to any liability owing to the General Practice.

30.10 Costs of Compliance

The General Practice is responsible for all costs and expenses associated with the General Practice's compliance with the General Practice's obligations under this clause 30 regarding screenings and security, as well as any other requirements arising under legislation and the policies of SA Health and Regional LHN from time to time.

30.11 No Derogation

Nothing in this clause 30 relieves the General Practice of any obligation with respect to the General Practice's performance of the Services.

31. RESPECTFUL BEHAVIOUR

White Ribbon

- 31.1 The General Practice acknowledges the Regional LHN's zero tolerance towards violence against women in the workplace and the broader community.
- 31.2 The General Practice agrees that, in performing the Medical Services, the Personnel will at all times:
 - 31.2.1 act in a manner that is non-threatening, courteous, and respectful; and
 - 31.2.2 comply with any instructions, policies, procedures, or guidelines issued by the Regional LHN regarding acceptable workplace behaviour.

Workplace Culture

- 31.3 The General Practice agrees that, in performing the Medical Services, the Personnel will at all times:
 - 31.3.1 act professionally, with integrity and honesty, and treat all staff, members of the public, clients / patients and colleagues with respect, dignity and professional courtesy;
 - 31.3.2 with respect to the delivery of health care reasonably collaborate with multiple service providers; and
 - 31.3.3 comply with any instructions, policies, procedures or guidelines issued by the Regional LHN regarding acceptable workplace behaviour including but not limited to the SA Health Respectful Behaviour Policy Directive.
- 31.4 If the Regional LHN believes that the Personnel are failing to comply with the behavioural standards specified in this clause 31, then the Regional LHN may in its absolute discretion:
 - 31.4.1 prohibit access by the relevant Personnel to Regional LHN's premises and Hospitals; and
 - 31.4.2 direct the General Practice to withdraw the relevant Personnel from providing the Medical Services.

32. SA INDUSTRY PARTICIPATION

The General Practice undertakes to comply with the requirements stipulated in the South Australian Industry Participation Policy (available at <http://www.industryadvocate.sa.gov.au>) including all reporting requirements stipulated in that policy, to the reasonable satisfaction of Regional LHN, if that policy is applicable to this Agreement.

33. **EX-GOVERNMENT EMPLOYEES**

The General Practice must not knowingly accept the services of any person who, either directly or through an independent contractor or third party, has received a separation package from the South Australian Government under its various schemes where the service may breach the conditions under which the separation package was paid to the former public sector employee.

34. **PUBLICITY**

The General Practice must not, and ensure that the Personnel must not, make or permit to be made a public announcement or media release about any aspect of this Agreement without Regional LHN's prior written consent.

35. **NON-DISPARAGEMENT**

35.1 The General Practice must not and ensure that the Personnel must not:

35.1.1 publicly disparage, denigrate, discredit or criticise Regional LHN or SA Health or otherwise take any action which could reasonably be expected to adversely affect the reputation of Regional LHN or SA Health or any of its officers, employees, contractors or agents; or

35.1.2 use any form of publicity (including newspapers, radio, television, or any form of social media) to disparage, denigrate, discredit, or criticise Regional LHN or SA Health,

in connection with any dispute or disagreement that the General Practice or any Personnel has or may have with Regional LHN or SA Health in connection with this Agreement. The General Practice agrees that any disputes must be settled in accordance with the dispute resolution provisions of this Agreement.

36. **FEES AND PAYMENT**

36.1 **Payment for Medical Services**

36.1.1 The Regional LHN will pay the General Practice for all Medical Services to Public Patients rendered by the General Practice in accordance with the terms of this Agreement.

36.1.2 Notwithstanding any other provision of this Agreement, the Regional LHN is not required to make any payment for any Medical Services that have not been rendered by the General Practice in accordance with the terms of this Agreement.

36.2 **Payment Terms and Conditions**

The Regional LHN will pay fees for the Medical Services performed to the General Practice in accordance with the rates and requirements specified in Attachment 5 of this Agreement. The Regional LHN will also pay any applicable GST to the General Practice in accordance with clause 39 of this Agreement.

36.3 The fees specified in Attachment 5:

36.3.1 are exclusive of GST;

36.3.2 include all government charges, taxes, rates, duties, fees and charges other than GST;

36.3.3 include all of the General Practice's costs of compliance with the General Practice's obligations under this Agreement; and

36.3.4 are to be interpreted in accordance with the MBS unless otherwise specified.

36.4 The applicable fee model/s to be applied for the provision of the Medical Services are those specified in Attachment 2, which are described in Attachment 5.

36.5 The parties agree that the fees will be adjusted for indexation from time to time in accordance with sub-clause 1.3 of Attachment 5.

36.6 The General Practice is liable to pay for all government rates, duties, taxes and charges which are payable in respect of the performance of the Medical Services.

36.7 The General Practice is entitled to:

36.7.1 invoice the Regional LHN on a fortnightly basis in arrears for all Medical Services provided; or

36.7.2 submit a worksheet developed by the Regional LHN ("Worksheet") on a fortnightly basis in arrears detailing all Medical Services provided if it is specified in Item 11 of Attachment 1 that the Regional LHN will create Recipient Created Tax Invoices (RCTI). If so, the Regional LHN shall create a RCTIs in respect of the Medical Services provided.

36.8 The General Practice must submit an invoice or Worksheet to the Regional LHN for the Medical Services within six (6) months of the Medical Services being provided. No payment will be made if the General Practice fails to comply with either clauses 36.7 or 36.8.

36.9 Subject to the provisions of this clause 36 the Regional LHN must pay the fees for the Medical Services within twenty (20) Business Days of the Regional LHN's receipt of a valid invoice / Worksheet.

36.10 Payment by Regional LHN is not evidence that the obligations under this Agreement are accepted, evidence of the value of the obligations performed by the General Practice or an admission of liability, but is payment on account only.

36.11 An invoice under this Agreement is a valid invoice if it:

36.11.1 itemises the Medical Services for which payment is claimed;

- 36.11.2 contains the information set out in clause 36.12 and
- 36.11.3 is a valid Tax Invoice (if registered for GST).
- 36.12 Each invoice or Worksheet, if an RCTI is required, must be itemised per patient, and must contain the minimum following information:
- 36.12.1 the patient/client's full legal name (hospital patient sticker preferred on worksheet);
- 36.12.2 patient/client status (i.e. Public, Veteran);
- 36.12.3 patient's Date of Birth or Medical Record number;
- 36.12.4 service item number;
- 36.12.5 date of the Medical Service;
- 36.12.6 time the Medical Service was initiated;
- 36.12.7 either the duration of the Medical Service, or the time the Medical Service finished, for all time related items;
- 36.12.8 the Nominated Medical Practitioner's name who provided the Medical Service;
- 36.12.9 confirmation that the Medical Records has been updated; and
- 36.12.10 such other information as required by Regional LHN.
- 36.13 If the Regional LHN disputes the amount of an invoice or Worksheet:
- 36.13.1 the Regional LHN must notify the General Practice of the dispute, and of any amount that is undisputed within twenty (20) Business Days of receiving the invoice or worksheet;
- 36.13.2 the General Practice may issue an Adjustment Note and a further invoice for the undisputed amount (if any) without prejudice to the Regional LHN's claim under the disputed invoice or worksheet;
- 36.13.3 if the General Practice issues a Tax Invoice for the undisputed amount then the Regional LHN must pay that amount within twenty (20) Business Days of receipt of the invoice; and
- 36.13.4 the parties must seek to resolve the dispute in accordance with the dispute resolution procedure as set out in this Agreement.
- 36.14 The Regional LHN will not be liable to make any payment directly to any Personnel. It is the responsibility of the General Practice to pay its Personnel for any Medical Services performed by its Personnel.
- 36.15 **Payment Rate**
- Irrespective of when an invoice or Worksheet is either raised by the General Practice or actually received by Regional LHN, the rate of payment will only be that applicable at the time the Medical Service was rendered.
37. **NO ADDITIONAL FEES OR PAYMENTS**
- 37.1 The General Practice agrees that the fees payable under this Agreement are only payable in respect of Medical Services provided to Public Patients.
- 37.2 The General Practice agrees that the fees specified in Attachment 5 are the General Practice's total payment and remuneration for the provision of any Medical Services for any Public Patient in connection with this Agreement.
- 37.3 The General Practice agrees that the General Practice is not entitled to any payment under this Agreement in relation to any:
- 37.3.1 Medical Services provided to Private Patients; or
- 37.3.2 Medical Services provided to patients whose patient choice status as a Public Patient cannot be substantiated to the reasonable satisfaction of the Regional LHN.
- 37.4 The General Practice agrees that the General Practice must not:
- 37.4.1 charge any Public Patient any fee or gap payment in relation to any Medical Services provided in connection with this Agreement; or
- 37.4.2 seek any payment or charges from Medicare in relation to any Medical Services provided to a Public Patient in connection with this Agreement.
- 37.5 The General Practice agrees that the General Practice must, in relation to Compensable Patients, comply with the requirements for Compensable Patients specified in Attachment 5, in particular Table 4 and sub-clause 1.11 of that Attachment.
38. **OVERPAYMENT**
- 38.1 Notwithstanding any other provision of this Agreement, if an overpayment occurs at any time and for any reason (including where a valid invoice is found to have been incorrectly rendered after payment), the Regional LHN may issue the General Practice with a written notice requiring repayment of the full amount of the overpayment and will provide evidence in support of the repayment request.
- 38.2 The General Practice must pay to the Regional LHN the full amount of the overpayment specified in the notice referred to in clause 38.1 in the manner specified in the notice, and within twenty (20) Business Days of the date of the notice.

- 38.3 The Regional LHN may, in its sole and absolute discretion, recover the overpayment specified in the notice referred to in clause 38.1 from the General Practice by offsetting that overpayment against any amount subsequently due to the General Practice under this Agreement.
39. **GOODS AND SERVICES TAX**
- 39.1 Unless specifically described in this Agreement as 'GST inclusive', any sum payable (or amount included in the calculation of a sum payable), or consideration to be provided, under or in accordance with this Agreement does not include any amount on account of GST.
- 39.2 Where any supply to be made by one party (**Supplier**) to another party (**Recipient**) under or in accordance with this Agreement is subject to GST (other than a supply the consideration for which is specifically described in this Agreement "GST inclusive"):
- 39.2.1 the consideration payable or to be provided for that supply but for the application of this clause 39 (**GST Exclusive Consideration**) shall be increased by, and the Recipient shall pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and
- 39.2.2 the Recipient must pay that additional amount at the same time and in the same manner as the GST Exclusive Consideration payable or to be provided for that supply.
- 39.3 If any payment to be made to a party under or in accordance with this Agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any Input Tax Credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 39.2.
- 39.4 The Recipient need not make any payment for a Taxable Supply made by the Supplier under or in accordance with this Agreement until the Supplier has given the Recipient a Tax Invoice or the Regional LHN issue the Supplier with the RCTI in respect of that Taxable Supply.
- 39.5 If an Adjustment Event has occurred in respect of a Taxable Supply made under or in accordance with this Agreement, any party that becomes aware of the occurrence of that Adjustment Event must notify each other party to that Taxable Supply as soon as practicable, and all of those parties agree to take whatever steps are necessary (including to issue an Adjustment Note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that Taxable Supply, or any refund of GST (or part thereof), is paid no later than 28 days after the Supplier first becomes aware that the Adjustment Event has occurred.
- 39.6 Based on current advice from the Australian Taxation Office (as at the date of this Agreement), the supply of Medical Services, in accordance with this Agreement, by the General Practice to the Regional LHN is a Taxable Supply.
- 39.7 If the Australian Taxation Office changes its advice on the GST treatment of Medical Services provided under this Agreement, then the Medical Services will be treated in accordance with that new advice.
- 39.8 **ABN, GST Registration**
- 39.8.1 The General Practice represents that it:
- (a) is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth), and the ABN shown in Attachment 1 for the General Practice is the General Practice's ABN; and
- (b) will be registered under the GST Law if it is required to be registered under the GST Law.
- 39.8.2 The General Practice acknowledges that should the representation in clause 39.8.1(a) be or become incorrect, Regional LHN may be obliged under the *Taxation Administration Act 1953* (Cth) to deduct a withholding from the fees payable under this Agreement and will not be obliged to gross up those fees or make any other compensation to the General Practice.
- 39.8.3 Should the General Practice cease to be registered for GST purposes, or become aware of any reason why the GST registration may be cancelled, the General Practice shall advise the Regional LHN in writing as soon as reasonably practicable.
- 39.9 **Recipient Created Tax Invoices**
- The General Practice and Regional LHN agree that if it is specified in Item 11 of Attachment 1 that the Regional LHN will create RCTIs, then:
- 39.9.1 the Regional LHN will issue a Recipient Created Tax Invoice in respect of any Taxable Supplies provided by the General Practice specified in any Worksheet;
- 39.9.2 the General Practice must not issue Tax Invoices in respect of any Taxable Supplies specified in any Worksheet;
- 39.9.3 the General Practice acknowledges that it is registered for GST purposes when it enters into this Agreement and it will immediately notify Regional LHN in writing if it ceases to be registered for GST purposes; and
- 39.9.4 the Regional LHN acknowledges that it is registered for GST purposes when it enters into this Agreement and it will immediately notify the General Practice in writing if it ceases to be registered for GST purposes.
40. **AUDITS**
- 40.1 Consistent with best practices, the Regional LHN may itself or through the engagement of other suitable personnel conduct audits from time to time of the Medical Services (whether whole or in part) provided by the General Practice on a random basis.
- 40.2 The General Practice must co-operate fully, provide all reasonable assistance and information (including, but not limited to, access to and copies of the General Practice's records and financial records and accounts in respect of the Medical Services) to assist the Regional LHN in relation to any audit conducted under this clause 40.

- 40.3 The General Practice must on reasonable notice by the Regional LHN and during normal business hours, or such other agreed times, permit the Regional LHN (or the Regional LHN's officers and employees or such other persons authorised by the Regional LHN) to:
- 40.3.1 enter the premises and other places of business of the General Practice;
- 40.3.2 have access to, and if required, make copies of any records, assets, equipment, documents (including any electronic data) relating to the Medical Services in the General Practice's possession or control; and/or
- 40.3.3 interview the General Practice's Nominated Medical Practitioners;
- in relation to any audit conducted under this Agreement.
- 40.4 The audit process will involve the use of personnel with a clinical background and focus on documented evidence to support claims submitted by the General Practice. Where supporting clinical evidence is not found, the General Practice will be notified and invited to supply the required information.
- 40.5 If an audit conducted by the Regional LHN shows that the General Practice has overcharged the Regional LHN in respect of the Medical Services, the General Practice must promptly refund the amount overcharged to the Regional LHN.
- 40.6 In the exercise of its rights under this clause the Regional LHN must minimise, so far as is practicable, any inconvenience or interruptions to the General Practice's business or the provision by it of the Medical Services.
- 40.7 The Regional LHN may exercise any of its rights under this clause 40 notwithstanding the termination or expiry of this Agreement.

41. NOTIFICATIONS TO REGIONAL LHN

41.1 Obligations to Notify

The General Practice agrees to notify Regional LHN in accordance with Hospital procedures, or in the absence of such procedures within a reasonable period of time, of any matter of which the General Practice is aware and about which a prudent Medical Practitioner should reasonably believe Regional LHN should be notified. This includes:

41.1.1 the General Practice or a Nominated Medical Practitioner being involved in:

- (a) referrals to AHPRA, the Medical Board of Australia (including any State or Territory Board of the Medical Board of Australia) or any such similar bodies in other jurisdictions;
- (b) fines imposed or reprimands given by AHPRA or the Medical Board of Australia (including any State or Territory Board of the Medical Board of Australia), undertakings given to AHPRA or the Medical Board of Australia (including any State or Territory Board of the Medical Board of Australia) as to good behaviour, or registration as a medical practitioner being made conditional, suspended, removed or lapsing;
- (c) charges with or convictions of any criminal offence involving violence, dishonesty or punishable by imprisonment;
- (d) actual or potential conflicts of interest in relation to the provision of the Medical Services; or
- (e) actual or anticipated inability or non-availability to provide Medical Services; and

41.1.2 a Regional LHN patient of the General Practice or a Nominated Medical Practitioner being involved in:

- (a) any incidents that have resulted in, or are alleged to have resulted in, harm to a patient;
- (b) verbal or written complaints received;
- (c) requests by the Coroner for medical reports;
- (d) threats of legal action or any writ, subpoena or summons received;
- (e) referrals to the Health and Community Services Complaints Commissioner; or
- (f) matters of which the General Practice or a Nominated Medical Practitioner is obliged to inform their medical defence organisation, indemnity fund or insurer.

41.2 Obligation to Co-operate

41.2.1 Subject always to clause 41.2.2:

- (a) if requested by Regional LHN, the General Practice must provide as soon as reasonably practicable all relevant details of any matters of which Regional LHN is notified under clause 41.1 or otherwise becomes aware; and
- (b) the General Practice must take all reasonable steps to assist Regional LHN in inquiring into and resolving any complaint, dispute, claim or other difficulty arising under or in connection with this Agreement.

41.2.2 Nothing in clause 41.2.1 requires the General Practice or a Nominated Medical Practitioner to disclose information to Regional LHN where to do so would cause the General Practice or that Nominated Medical Practitioner to be in breach of their respective obligations to any medical defence organisation, indemnity fund or insurer, or which may significantly prejudice any claim by the General Practice or that Nominated Medical Practitioner under their respective medical indemnity membership, cover or insurance. In any such circumstances the General Practice must use, and must cause any Nominated Medical Practitioner to use, their respective best endeavours to obtain the approval of their respective medical defence organisation, indemnity fund or insurer to disclosure of the information required by Regional LHN, and must disclose, and must cause any Nominated Medical Practitioner to disclose, the information to Regional LHN in accordance with any approval given.

41.3 Incident Investigations

In addition to any other rights of Regional LHN under this Agreement, if Regional LHN has reasonable grounds to believe that there has been or is likely to be a breach of patient care and/or safety of persons in connection with the Medical Services, including any breach of the Work Health and Safety Act 2012 (SA), then Regional LHN may undertake an investigation and the General Practice must provide Regional LHN, and ensure that its Personnel provide Regional LHN, with such reasonable assistance and information in relation to such investigation as required by Regional LHN, including providing Regional LHN with immediate access to any relevant premises and documents.

42. REMOVAL OF NOMINATED MEDICAL PRACTITIONER

- 42.1 A Nominated Medical Practitioner will be considered unfit for duty and no longer able to provide any Medical Services, or conduct any activities at the Hospital, under this Agreement if the Nominated Medical Practitioner:
- 42.1.1 is removed or suspended from the register by AHPRA or the Medical Board of Australia;
 - 42.1.2 does not have a current Credentialing and Scope of Clinical Practice;
 - 42.1.3 is or has been convicted of an indictable offence in the State of South Australia, or is convicted of an offence outside the State of South Australia that would constitute an indictable offence in the State of South Australia if it occurred in the State of South Australia;
 - 42.1.4 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 2009 (SA)* in such circumstances that in the reasonable opinion of Regional LHN the Nominated Medical Practitioner may no longer be an appropriate person to perform the Medical Services; or
 - 42.1.5 if the Regional LHN considers, and notifies the General Practice in writing, that a Nominated Medical Practitioner:
 - (a) has failed to act in accordance with the provisions of this Agreement;
 - (b) is negligent, careless, incompetent or inefficient in the provision of the Medical 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 Medical Services; or
 - 42.1.6 has been determined by the Regional LHN as unfit for duty, in the absolute discretion of the Regional LHN.

("Unfit Personnel")

- 42.2 If a Nominated Medical Practitioner is deemed to be an Unfit Personnel under clause 42.1, the General Practice must ensure that such Nominated Medical Practitioner:
- 42.2.1 immediately ceases to perform any Medical Services
 - 42.2.2 immediately ceases to perform any activities at the Hospital;
 - 42.2.3 completes any recording of information in respect of patients within 5 Business Days; and
 - 42.2.4 returns to the Regional LHN within 5 Business Days any instruments, equipment, clothing, or other items of Regional LHN's property which may be in the Nominated Medical Practitioner's possession.

43. INSURANCE

43.1 Public Liability & Medical Malpractice Insurances

- 43.1.1 The General Practice must:
- (a) effect and maintain (and ensure that each Nominated Medical Practitioner effects and maintains) a public liability insurance policy for a sum not less than the amount specified in Item 10 of Attachment 1 for any one claim arising from any one event in respect of accidental death, accidental bodily injury to persons, or accidental damage to property and unlimited in all; and
 - (b) effect and maintain (and ensure that each Nominated Medical Practitioner effects and maintains) a policy of medical malpractice/indemnity insurance for a sum not less than the amount specified in Item 10 of Attachment 1 for any one claim arising from any one event and in the annual aggregate, and must ensure that each such policy of medical malpractice/indemnity insurance is renewed and maintained for a period of 10 years (or such other period as agreed between the parties in writing) from the date of expiration or earlier termination of this Agreement; and
 - (c) effect and maintain workers compensation insurance as required by Law,
- in the name of the General Practice (and in respect of each Nominated Medical Practitioner, the Nominated Medical Practitioner) for any claim arising from, or related to, the provision of the Medical Services pursuant to this Agreement.
- 43.1.2 The General Practice must ensure that:
- (a) the policy of insurance specified in clause 43.1.1(b) (in respect of the General Practice) covers the General Practice for the Medical Services (including Medical Services provided for Public Patients under this Agreement) provided by the General Practice within their approved Scope of Clinical Practice;
 - (b) each policy of insurance specified in clause 43.1.1(b) (in respect of each Nominated Medical Practitioner covers each Nominated Medical Practitioner for the Medical Services (including Medical Services provided for Public Patients under this Agreement) provided by each Nominated Medical Practitioner within their approved Scope of Clinical Practice; and
 - (c) the General Practice and each Nominated Medical Practitioner complies with the terms and conditions of the insurance policies specified in clause 43.1.1(b), including all reporting requirements.
- 43.1.3 Without limiting the General Practice's obligations under this clause 43.1, the General Practice must immediately advise Regional LHN in writing:
- (a) if at any time during the Term the General Practice or any Nominated Medical Practitioner ceases to be insured under an insurance policy as required in this clause, whether through cancellation, lapse or otherwise;
 - (b) of any reduction in the amount of scope of insurance coverage;
 - (c) of any change in the insurer; or

- (d) of any material change to the insurance policies required under this clause, including any change that would have the effect of not covering the General Practice or any Nominated Medical Practitioner for Medical Services provided in respect of Public Patients under this Agreement.

43.1.4 The General Practice must prior to providing the Medical Services provide Regional LHN with insurance certificates of currency for the insurances required under this clause. At any time during the Term, Regional LHN may require the General Practice to provide proof that the policies of insurance have been maintained and/or to provide copies of the policies of insurance.

43.2 Workers Compensation Insurance

The General Practice is responsible for complying with any requirements in relation to workers' compensation legislation in relation to the Personnel.

43.3 Disclaimer

The Regional LHN accepts no liability for the adequacy of the sum insured, limit of liability, scope of coverage, conditions, or exclusions of those insurances in respect to how they may or may not respond to any loss, damage, or liability. The General Practice acknowledges and agrees that it is the General Practice's responsibility to assess and consider the risks and scope of insurances required under this Agreement.

44. RELEASE

The General Practice shall perform the Medical Services at its risk in all things and the General Practice hereby releases the Regional LHN, the Regional LHN's officers, employees, contractors and consultants to the full extent permitted by law, from all Claims of every kind arising out of or in connection with any loss of life, personal injury or disability or loss or damage to property occurring as a result of the provision of the Medical Services or in the course of the provision of the Medical Services or otherwise in connection with this Agreement except to the extent that such loss of life, personal injury or disability or loss or damage to property is caused by any negligence of the Regional LHN.

45. INDEMNITY

45.1 The General Practice agrees to indemnify and keep the Regional LHN, its staff, contractors, agents, patients, visitors, and invitees ("the indemnified") indemnified against all Claims that have been suffered or incurred by the indemnified as a result of or in connection with:

45.1.1 the care or treatment of any patients (whether Public Patients or Private Patients) by the General Practice or any Nominated Medical Practitioner (whether or not due to the professional negligence or otherwise of the General Practice or any Nominated Medical Practitioner);

45.1.2 any negligent or wrongful act or omission or breach of duty of or by the General Practice or any Nominated Medical Practitioner;

45.1.3 the General Practice or any Nominated Medical Practitioner providing any Medical Services:

- (a) whilst not holding a current Credential in accordance with the Credentialing Policy;
- (b) whilst not holding a current, approved Scope of Clinical Practice;
- (c) outside of their current, approved Scope of Clinical Practice; or
- (d) in breach of any condition specified in their Credential or approved Scope of Clinical Practice

45.1.4 any obligation or compulsion for Regional LHN to pay any employee benefits to any Nominated Medical Practitioner including leave, workers compensation or superannuation payments;

45.1.5 Medical Services provided by the General Practice or any Nominated Medical Practitioner to Public Patients or Private Patients;

45.1.6 any breach by the General Practice or any Nominated Medical Practitioner of any Law;

45.1.7 any breach by the General Practice or any Nominated Medical Practitioner of any of the provisions of this Agreement,

and such indemnity shall be reduced to the extent that any such Claim is caused or contributed by:

45.1.8 any negligent or wrongful act or omission or breach of duty of or by the indemnified or any of the indemnified; or

45.1.9 any breach by the indemnified or any of the indemnified of any of the provisions of this Agreement.

46. DISPUTE RESOLUTION PROCESS

46.1 Preliminary

46.1.1 Disputes in relation to this Agreement must be resolved in accordance with this clause 46.

46.1.2 Either party may, in a case of genuine urgency, seek immediate interlocutory relief or an interim remedy.

46.1.3 Subject to sub-clauses 46.1.2, 46.3 and 46.4, all disputes must be resolved in accordance with clause 46.2.

46.1.4 Notwithstanding the existence of a dispute each party must continue to perform its obligations under this Agreement.

46.1.5 Clause 46 survives any expiry or termination of this Agreement.

46.2 General

Subject to clause 46.1, neither party may commence legal proceedings without attempting to resolve a dispute arising under this Agreement as follows:

46.2.1 the Regional LHN Executive Director of Medical Services (EDMS) and the General Practice will attempt to settle by negotiation the dispute in relation to this Agreement ("**Negotiators**");

- 46.2.2 if the Negotiators cannot resolve the dispute within ten (10) Business Days of its reference to them, each Negotiator must prepare a written summary of his or her attempts to resolve the dispute and immediately refer that summary:
- (a) in the case of Regional LHN to the Chief Executive Officer or another senior officer of Regional LHN who has not previously been involved in the dispute;
 - (b) in the case of the General Practice to a senior officer of the General Practice who has not previously been involved in the dispute.
- ("the Executive Negotiators").**
- 46.2.3 The Executive Negotiators must meet as soon as possible to resolve the dispute, but in any case, within ten (10) Business Days of its reference to them. Each party must authorise and inform its Executive Negotiator sufficiently so that he or she can undertake that meeting without detailed reference to another person.
- 46.2.4 If the dispute is not settled by the Executive Negotiators within ten (10) Business Days of its reference to them, then the parties will attempt to resolve the dispute by mediation.
- 46.2.5 The mediator will be such person that the parties mutually agree, or failing such agreement, at the request of either party, a person nominated by the President of the Law Society of South Australia. The parties will each contribute equally to the cost of the mediator.

46.3 Clinical Matters

- 46.3.1 Any dispute in connection with a Nominated Medical Practitioner's Scope of Clinical Practice or clinical conduct must not be dealt with under clause 46, but will be subject to and dealt with in accordance with the procedures in respect to Scope of Clinical Practice, conduct and governance referred to in the relevant Regional LHN policy.
- 46.3.2 In the event of any dispute in connection with a Nominated Medical Practitioner's Scope of Clinical Practice or clinical conduct, Regional LHN may by notice in writing to the General Practice immediately suspend that Nominated Medical Practitioner from providing Medical Services, or any other services, at the Hospital.
- 46.3.3 The General Practice must ensure that the Nominated Medical Practitioner immediately ceases to provide any Medical Services, or any other services, at the Hospital where Regional LHN has issued a written notice under clause 46.3.2.
- 46.3.4 The resumption of the provision of Medical Services, and any other services, by the Nominated Medical Practitioner is at the discretion of Regional LHN.

46.4 Fee Related Matters

Any dispute in connection with fees relating to Medical Services provided by the General Practice or any Nominated Medical Practitioner must not be dealt with under clauses 46.2 to 46.3, but will be subject to and dealt with in accordance with the procedure in respect to dispute over payment of fees referred to in this clause 46.4, which is as follows:

- 46.4.1 If the General Practice disagrees with an Regional LHN claim assessment / rejection, the General Practice may by notice in writing to the Regional LHN's Representative review the dispute and provide all relevant details and evidence in support of the General Practice's claim ("**Dispute Notice**");
- 46.4.2 The Regional LHN's Representative with advice from an experienced medical practitioner selected with a relevant clinical background will consider the claim within ten (10) Business Days of receipt of the Dispute Notice. The decision of the Regional LHN's Representative in relation to the dispute will be communicated to the General Practice in writing ("**Decision Notice**");
- 46.4.3 If the General Practice disagrees with the decision of the Regional LHN's Representative, the General Practice may within ten (10) Business Days of receipt of the Decision Notice issue a further notice in writing to the Regional LHN's Representative requesting that the dispute be reviewed by a panel and must provide all relevant details and evidence in support as to why the General Practice considers the Regional LHN's Representative's decision to be incorrect;
- 46.4.4 The Regional LHN's Representative will as soon as reasonably practicable after receiving the notice and details referred to in clause 46.4.3, refer the dispute to a panel of three medical practitioners who are not employees of the Regional LHN that the EDMS reasonably considers are experts in the interpretation of the fee schedule under this Agreement ("**Panel**"). Wherever possible the persons selected should have special expertise in the area of conflict.
- 46.4.5 The Panel will hear both points of view of the dispute individually and then discuss the matter jointly to ensure that each party has had an opportunity to hear the other party's point of view. Following the hearing of this information the Panel must provide either a unanimous or majority decision in writing to both parties within two (2) Business Days after the end of deliberations.
- 46.4.6 The Regional LHN and General Practice agree that the decision of the Panel in relation to the dispute is conclusive and binding on both parties.

47. FORCE MAJEURE

- 47.1 If a Force Majeure Event occurs, the affected party's rights and obligations directly affected by the Force Majeure Event and any corresponding entitlement of the other party will be suspended to the extent and for so long as the performance of the affected party's rights and obligations are prevented or delayed by the Force Majeure Event.
- 47.2 If the Force Majeure Event is preventing the affected party from complying with any of its material obligations, it must as soon as it becomes aware of the Force Majeure Event notify the other party in writing providing details of:
- 47.2.1 the nature and extent of the obligations affected;
 - 47.2.2 if known, the expected effect of the Force Majeure Event on the other party;

- 47.2.3 action that the affected party has taken or will take to avoid or mitigate the expected effect of the Force Majeure Event;
- 47.2.4 details of insurance policies on which the party may be able to rely to compensate or mitigate the financial effect of the Force Majeure Event.
- 47.3 The affected party must:
 - 47.3.1 use its best endeavours to avoid, remedy, work around or overcome the effect of the Force Majeure Event as quickly as possible;
 - 47.3.2 keep the other party informed of the continuation and expected duration of the Force Majeure Event and of measures taken to comply with this clause; and
 - 47.3.3 recommence performance of its obligations as soon as possible without delay after the Force Majeure Event ceases to affect the affected party's performance under this Agreement.
- 47.4 If a Force Majeure Event causes the affected party to allocate limited resources between or among its other customers, the affected party must not place the other party lower in priority to any other similarly effected customer of the affected party.
- 47.5 During any period in which the affected party is not performing obligations because of a claimed Force Majeure Event, the other party may (but need not) make alternative arrangements for the performance, whether by another person or otherwise, of any obligation which the affected party is not performing without incurring any liability to the affected party.
- 47.6 If the affected party is materially unable to perform its obligations under this Agreement by reason of a Force Majeure Event for a continuous period of 30 calendar days or a cumulative period of 30 calendar days, then the other party may terminate this Agreement by written notice without prejudice to the terminating party.

48. **UNAVOIDABLE SHORTAGE / UNAVAILABILITY**

Multiple Nominated Medical Practitioners

- 48.1.1 Clauses 48.1.2 to 48.1.6 only apply where there are two or more Nominated Medical Practitioners providing the Medical Services under this Agreement.
- 48.1.2 If the General Practice is unable to provide the Medical Services due to a shortage / unavailability of Nominated Medical Practitioners, which was neither caused or contributed by the acts or omissions of the General Practice, then the General Practice must immediately notify Regional LHN in writing of such shortage / unavailability.
- 48.1.3 The General Practice must continue to provide the Services for four (4) calendar days after the day that the General Practice provided the notice referred to in clause 48.1.2.
- 48.1.4 The Regional LHN will be responsible for providing the Medical Services for itself for twenty (20) calendar days after the expiration of the four (4) calendar days specified in clause 48.1.3. For the avoidance of doubt, the General Practice is not entitled to any payment during any period that Regional LHN provides the Medical Services for itself.
- 48.1.5 The Regional LHN and the General Practice must meet and negotiate in good faith within twenty (20) calendar days after the expiration of the four (4) calendar days specified in clause 48.1.3, with a view to mutually resolving the shortage / unavailability of Nominated Medical Practitioners.
- 48.1.6 If Regional LHN and the General Practice cannot mutually agree a way to resolve the shortage / unavailability of Nominated Medical Practitioners within twenty (20) calendar days after the expiration of the four (4) calendar days specified in clause 48.1.3, then either party may terminate this Agreement by written notice to the other party.

Single Nominated Medical Practitioner

- 48.1.7 Clauses 48.1.7 to 48.1.11 only apply where the General Practice is the only Nominated Medical Practitioner providing the Medical Services under this Agreement.
- 48.1.8 If the General Practice is unable to provide the Medical Services due to:
 - (a) personal ill health;
 - (b) ill health or death of a family member residing in the General Practice's household; or
 - (c) exceptional circumstances (i.e. compassionate grounds) that have been approved in writing by Regional LHN in its sole discretion,then the General Practice must immediately notify Regional LHN in writing of the General Practice's unavailability to provide the Medical Services, including:
 - (d) the reason for such unavailability;
 - (e) the date from which the General Practice will not be available to provide the Medical Services; and
 - (f) the date upon which the General Practice will re-commence providing the Medical Services.
- 48.1.9 If the period of unavailability (as notified by the General Practice to Regional LHN under clause 48.1.8) is twenty (20) calendar days or less, then Regional LHN will be responsible for providing the Medical Services for itself for that period of time. For the avoidance of doubt, the General Practice is not entitled to any payment during any period that Regional LHN provides the Medical Services for itself.
- 48.1.10 If the expected or actual period of unavailability of the General Practice is greater than twenty (20) calendar days, then either party may terminate this Agreement by written notice to the other party.
- 48.1.11 The parties may, at any time prior to the Agreement being terminated pursuant to clause 48.1.10, attempt to mutually agree a way to resolve the unavailability of the General Practice.

49. TERMINATION

49.1 Termination by notice

- 49.1.1 Either party may terminate this Agreement without cause at any time by giving at least ninety (90) calendar days written notice of its intent to terminate this Agreement to the other party ("Notice for Termination for Convenience").
- 49.1.2 If the Regional LHN terminates this Agreement without cause under clause 49.1.1, upon receipt of a Notice for Termination for Convenience by the General Practice, the General Practice must:
 - (a) stop or reduce the Services as specified in the notice; and
 - (b) take all available steps to minimise loss resulting from that termination.
- 49.1.3 Where there has been a termination under clause 49.1.1 by the Regional LHN, the Regional LHN will be liable only for:
 - (a) payments for Services properly rendered and delivered before the effective date of termination; and
 - (b) reasonable costs unavoidably incurred by the General Practice and directly attributable to the termination and which the General Practice fully substantiates to the Regional LHN's reasonable satisfaction.
- 49.1.4 The General Practice will not be entitled to compensation for loss of prospective profits or for any part of this Agreement not performed.
- 49.1.5 To avoid doubt, each party has an unfettered discretion to terminate this Agreement in accordance with clause 49.1.1.
- 49.1.6 The General Practice may terminate this Agreement so far as it relates to an individual Nominated Medical Practitioner immediately by notice to Regional LHN if, through personal ill health or ill health or death of a family member residing in that Nominated Medical Practitioner's household, or exceptional circumstances on compassionate grounds acceptable to Regional LHN, that Nominated Medical Practitioner is unable to continue to provide the Medical Services. If there is only one Nominated Medical Practitioner, then notice under this clause 49 terminates this Agreement.

49.2 Termination for breach

- 49.2.1 If:
 - (a) a party fails to observe, comply with or fulfil any of its obligations under or arising out of this Agreement and the defaulting party fails to rectify the breach within fourteen (14) calendar days of a written notice served on the defaulting party by the non-defaulting party requiring the defaulting party to rectify that breach;
 - (b) the defaulting party has breached the same term of this Agreement on two or more occasions during the preceding 12 months; or
 - (c) an Insolvency Event occurs in relation to the defaulting party,the non-defaulting party may at any time terminate this Agreement with immediate effect by notice in writing to the defaulting party.

49.3 Termination for non-performance

In addition to any other rights of termination by Regional LHN under this Agreement, Regional LHN may at any time terminate this Agreement with immediate effect by notice in writing to the General Practice, where in the opinion of Regional LHN the performance of the Medical Services by the General Practice or any Nominated Medical Practitioner is unacceptable or places Regional LHN or a patient at risk.

49.4 Termination for breaching credentialing conditions

In addition to any other rights of termination by Regional LHN under this Agreement, Regional LHN may at any time terminate this Agreement with immediate effect by notice in writing to the General Practice, where the General Practice or any Nominated Medical Practitioner:

- 49.4.1 provides Medical Services whilst not holding a current Credential in accordance with the Credentialing Policy;
- 49.4.2 provides Medical Services whilst not holding a current, approved Scope of Clinical Practice;
- 49.4.3 provides Medical Services outside of their current, approved Scope of Clinical Practice (except in an emergency); or
- 49.4.4 breaches any condition specified in their Credential or approved Scope of Clinical Practice.

49.5 Accrued rights

- 49.5.1 If a party terminates this Agreement in accordance with this clause 49, then the other party has no claim against the terminating party arising out of or in relation to such termination other than the right to be paid for Medical Services provided in accordance with this Agreement before the effective termination date.
- 49.5.2 Any termination of this Agreement by either party is without prejudice to any rights, remedies, or actions that a party may have against the other party that may have arisen before the effective termination date.

50. NOTICES

A notice, approval, consent, or other communication in connection with this Agreement:

- 50.1 must be in writing;
- 50.2 must clearly identify the purpose of the communication;
- 50.3 in the case of a notice to:
 - 50.3.1 the Regional LHN, must be addressed to the Regional LHN's Representative;
 - 50.3.2 the General Practice, must be addressed to the General Practice's Representative;
- 50.4 must be either:
 - 50.4.1 left at the address of the addressee; or

50.4.2 within Australia, sent by prepaid ordinary post to the address of the addressee; or

50.4.3 sent by email transmission to the addressee's email address;

50.5 takes effect from the time it is received unless a later time is specified in it; and

50.6 is taken to be received:

50.6.1 if left at the address of the addressee, the day it is left;

50.6.2 if sent by post within Australia, on the fifth day after posting;

50.6.3 if transmitted by email:

- (a) when the relevant email appears in the sender's sent log with properties disclosing an appropriate routing; and
- (b) the sender does not receive a message from the system operator to the effect that the relevant email was undeliverable,

51. **ADDITIONAL OBLIGATIONS**

Each party must comply with any additional obligations, requirements and terms and conditions contained in the Attachments to this Agreement.

52. **MISCELLANEOUS**

52.1 **Costs**

Except as otherwise provided by this Agreement, each party is responsible for its own costs and risks in relation to the negotiation and preparation of this Agreement and all things to be done under it.

52.2 **Risk and Cost of Performing Obligations**

Whenever a party is obliged or required under this Agreement to do or effect any act, matter, or thing, then the doing of any such act, matter or thing will, unless this Agreement otherwise provides, be at the sole risk and expense of that party.

52.3 **Further Assurances**

Each party will make all applications, do all things and execute all documents reasonably required in order to give effect to the provisions and intent of this Agreement.

52.4 **Disclosure of Contract**

52.4.1 The Regional LHN may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form and either generally to public or to a particular person as a result of a specific request.

52.4.2 Nothing in this clause derogates from:

- (a) the General Practice's obligations under any provisions of this Agreement; or
- (b) the provisions of the Freedom of Information Act 1991 (SA).

52.4.3 The General Practice agrees that the Regional LHN may disclose this Agreement and any information in connection with Agreement to:

- (a) any entity that provides funding or other assistance to the General Practice; or
- (b) another entity if the Regional LHN considers that the entity has an interest in the proper and efficient delivery of Medical Services by the General Practice.

52.5 **Assignment**

52.5.1 The General Practice must not:

- (a) assign, encumber, or otherwise transfer any of its rights or obligations under this Agreement; or
- (b) subject to clause 40, sub-contract the performance of any of its obligations under this Agreement,

without Regional LHN's prior written consent.

52.5.2 Subject to clause 52.5.3, the Regional LHN must not assign its rights or obligations under this Agreement to another party without giving 6 months' prior written notice to the General Practice.

52.5.3 It is acknowledged that the rights and liabilities of instrumentalities of the Crown in right of the State of South Australia (including this Agreement with the Regional LHN) may be transferred by operation of Law.

52.6 **Variation**

No variation to this Agreement will be binding on the parties unless it is in writing and signed by the parties or by their Representatives authorised for that purpose.

52.7 **Waiver**

A party's:

52.7.1 failure to exercise, or delay in exercising, a power or right does not operate as a waiver of that power or right;

52.7.2 waiver or exercise of a power or right does not preclude its future exercise or the exercise of any other power or right; and

52.7.3 waiver of any power or right will not be effective unless it is in writing and signed by the Representative of the party waiving its rights.

52.8 Consents

Where the General Practice requires the consent or approval of the Regional LHN under this Agreement:

- 52.8.1 the Regional LHN may, in the Regional LHN's absolute discretion, give or withhold consent or approval (subject to any provision in this Agreement to the contrary);
- 52.8.2 if giving consent or approval the Regional LHN may impose any conditions on that consent or approval that the Regional LHN considers appropriate (subject to any provision in this Agreement to the contrary); and
- 52.8.3 the Regional LHN's consent or approval will not be effective unless it is in writing and signed by the Regional LHN's Representative.

52.9 Rights, Powers, and Remedies

The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this Agreement.

52.10 Governing Law

This Agreement and the transactions contemplated by this Agreement are governed by the Law in force in South Australia and each party irrevocably and unconditionally submits to the jurisdiction of the courts of South Australia.

52.11 Entire Agreement

This Agreement constitutes the entire agreement between the parties for the provision of the Services by the General Practice for Regional LHN and supersedes any prior arrangements, agreements, representations, or undertakings.

52.12 Inconsistency

In the event of any inconsistency between the Credentialling Policy and this Agreement relating Credentialling, conduct and governance, the processes in the Credentialling Policy, in relation to these matters, shall prevail to the extent only of the inconsistency.

52.13 Survival

The following clauses of this Agreement survive the expiry or termination of this Agreement: clauses 16 (Documents), 17 (Intellectual Property Rights), 18 (Confidential Information), 19 (Privacy), 43 (Insurance), 44 (Release) and 45 (Indemnity), and any other provision that is expressly or by implication intended to come into or continue in force on or after expiry or earlier termination of this Agreement. In relation to Confidential Information, the obligations continue to apply unless Regional LHN notifies the General Practice of its release from those obligations.

52.14 Auditor General

Nothing in this Agreement derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987 (SA)*.

52.15 Trusts

52.15.1 If the General Practice is a party to this Agreement in his, her, or its capacity as a trustee for a trust,

- (a) the General Practice warrants to Regional LHN that as of the Commencement Date, it has entered into this Agreement in his, her, or its capacity as a trustee of the trust described for the General Practice in Attachment 1;
- (b) the General Practice is liable both personally and in its capacity as a trustee of that trust;
- (c) the General Practice must not assign, transfer, mortgage, charge, release, waive, encumber or compromise its right of indemnity out of the assets of that trust (but, for the avoidance of doubt, may apply its right of indemnity out of the assets of the trust to any of its liabilities including those arising in relation to this Agreement);
- (d) the General Practice must not retire, resign nor by act or omission effect or facilitate a change to its status as the sole trustee of that trust;
- (e) the General Practice warrants that:
 - (i) such trust has been duly established and currently exists;
 - (ii) it is the duly appointed, current and only trustee of that trust;
 - (iii) as trustee it has the power to enter into and perform its obligations under this Agreement;
 - (iv) it has an unqualified right of indemnity out of the assets of that trust in respect of its obligations;
 - (v) it either has no conflict of interest affecting it as trustee (and/or its directors, if any) or such conflict is otherwise overcome by the terms of the relevant trust deed; and
 - (vi) no breach of the relevant trust deed exists or would arise;
- (c) if any liability of the General Practice is not satisfied, Regional LHN is subrogated to any rights of indemnity that the General Practice has against beneficiaries of the trust or trust property.

52.15.2 If the General Practice is a party to this Agreement in his, her, or its capacity as a partner of a partnership, the General Practice warrants to Regional LHN that as of the Commencement Date, it has:

- (a) entered into this Agreement in his, her, or its capacity as a partner of the partnership described for the General Practice in Attachment 1;
- (b) the power to enter into this Agreement in his, her, or its capacity as a partner of the partnership described for the General Practice in Attachment 1 pursuant to the partnership deed establishing that partnership; and
- (c) the power to bind all other partners of the partnership described for the General Practice in Attachment 1.

52.16 Comply with laws and policies

The General Practice must, and ensure that the Personnel must, comply with the requirements of all applicable Laws.

52.16.1 The General Practice undertakes to comply with the provisions of all relevant legislation insofar as it relates to the General Practice or its Personnel arising out of or in connection with this Agreement including but not limited to:

- (a) Health Care Act 2008 (SA);

- (b) Equal Opportunity Act 1984 (SA);
- (c) Work, Health and Safety Act 2012 (SA);
- (d) Workers Rehabilitation and Compensation Act 1986 (SA);
- (e) Superannuation Guarantee (Administration) Act 1992 (Cth);
- (f) Pay-roll Tax Act 1971 (SA); and
- (g) Income Tax Assessment Act 1936 (Cth).

52.16.2 The General Practice must, and ensure that the Personnel must, comply with the requirements of all relevant Regional LHN and SA Health policies which Regional LHN notifies the General Practice of in writing.

52.17 References to Legislation

A reference to any legislation or to any provision of any legislation includes:

52.17.1 all legislation, regulations, proclamations, ordinances, by-laws and instruments issued under that legislation or provision; and

52.17.2 any modification, consolidation, amendment, re-enactment or substitution of that legislation or provision.

52.18 Severance

52.18.1 Each word, phrase, sentence, paragraph, and clause of this Agreement is severable.

52.18.2 If a court determines that a part of this Agreement is unenforceable, invalid, illegal or void that court may sever that part.

52.18.3 Severance of a part of this Agreement will not affect any other part of this Agreement.

52.19 Reading Down

If a word, phrase, sentence, paragraph or other clause or provision of this Agreement would otherwise be unenforceable, illegal or void the effect of that provision must, so far as possible, be limited and read down so that it is not unenforceable, illegal or void.

52.20 Construction of Agreement

In the interpretation of this Agreement no rules of construction shall apply to the disadvantage of one party on the basis that that party put forward the Agreement or any part thereof.

53. ELECTRONIC SIGNING

The parties agree that electronic signing is a valid form of execution and agreement, and if this Agreement is signed electronically, then it will have the same enforceability and effect as if a wet ink signature were applied.

54. DEFINITIONS & INTERPRETATION

54.1 Definitions

In this Agreement unless the contrary intention appears

54.1.1 "**ABN**" means Australian Business Number under the *A New Tax System (Australian Business Number) Act 1999* (Cth);

54.1.2 "**Adjustment Event**" has the meaning attributed in the GST Law;

54.1.3 "**Adjustment Note**" has the meaning attributed in the GST Law;

54.1.4 "**AHPRA**" or "**Australian Health Practitioner Regulation Agency**" means the agency constituted and having responsibility for the national registration and accreditation scheme for health practitioners under the *Health Practitioner Regulation National Law Act 2009*, together with its successors and assigns;

54.1.5 "**Agreement**" means this agreement being the SA Health Rural General Practitioner Agreement;

54.1.6 "**Business Day**" means any day that is not a Saturday, Sunday or a public holiday in South Australia.

54.1.7 "**Claim**" means any claim, demand, action, litigation, cause of action, proceedings, judgment, order, relief, remedy, right, entitlement, damage, loss, compensation, reimbursement, cost, expense (including legal expenses on a full indemnity basis) or liability incurred, suffered, brought, made or recovered of whatever nature, howsoever arising and whether presently ascertained, immediate, future or contingent or whether arising at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise) and whether involving a third party or a party to this Agreement;

54.1.8 "**Commencement Date**" means the date so specified in Attachment 1;

54.1.9 "**Compensable Patient**" means patient, receiving services from a public hospital site, who is, or may be, entitled under a law that is or was in force in a State or Territory or the Commonwealth, to the payment of damages or other benefits in respect of the injury, illness or disease for which they are receiving care and treatment. A Compensable Patient may be seeking services to treat a medical condition sustained as a result of:

- (a) a motor vehicle accident; and/or
- (b) injuries or illness sustained whilst employed; or
- (c) other (public liability).

54.1.10 "**Confidential Information**" means information disclosed by Regional LHN that:

- (a) is by its nature confidential or by the circumstances in which it is disclosed is confidential; or

(b) is designated by the disclosing party as confidential or identified in terms connoting its confidentiality,

but does not include information which is or becomes public knowledge other than by a breach of this Agreement or information which is included in this Agreement;

- 54.1.11 "**General Practice**" means the party providing the Services under this Agreement described in Attachment 1;
- 54.1.12 "**Credential or Credentialing**" means a formal process undertaken by the Credentialing Committee which verifies the qualification, experience, professional standing and other relevant professional attributes for the purpose of forming a view about the General Practice or Nominated Medical Practitioner's clinical competence;
- 54.1.13 "**Credentialing Committee**" means the credentialing committee within Regional LHN established in accordance with the Credentialing Policy;
- 54.1.14 "**Credentialing Policy**" means the "Credentialing and Defining the Scope of Clinical Practice for Medical and Dental Practitioners Policy Directive" as established by the Chief Executive of SA Health pursuant to regulation 29 of the *Health Care Regulations 2008* (SA), available for viewing at www.sahealth.sa.gov.au;
- 54.1.15 "**Cyber Incident**" means the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Documents, Medical Records or Personal Information that compromises the security, confidentiality or integrity of such Documents, Medical Records or Personal Information;
- 54.1.16 "**Documents**" means all of the documents to be used by the General Practice in providing the Medical Services including, without limitation, policies, procedures, manuals, files, information, data, computer programs, computer disks and records of any kind stored by any means;
- 54.1.17 "**Emergency Department**" or "**ED**" means a designated area within a health facility specifically resourced to provide emergency care;
- 54.1.18 "**Episode of Care**" means the care / treatment provided to a patient by the General Practice;
- 54.1.19 "**Expiry Date**" means the date so specified in Item 4 of Attachment 1;
- 54.1.20 "**Force Majeure**" means any cause not reasonably within the control of the party claiming force majeure including, but not limited to fires, flood, storms, and other damage caused by the elements, strikes, riots, explosions, governmental action (other than that related to health purchasing), acts of God, insurrection and war and does not include the financial circumstances of a party;
- 54.1.21 "**GP**" means a Medical Practitioner who has been admitted to Fellowship (or is a Fellow) of the Royal Australian College of General Practice (RACGP) or a GP may also be a Medical Practitioner who has been admitted to Fellowship (or is a Fellow) of the Australian College of Rural and Remote Medicine (FACRRM);
- 54.1.22 "**GP Registrar**" means a Medical Practitioner who is a General Practitioner in training and enrolled in the Australian General Practice Training Program working towards fellowship with the Australian College of Rural and Remote Medicine and/or the Royal Australian College of General Practitioners and specified in Attachment 2;
- 54.1.23 "**GST**" has the meaning attributed in the GST Law;
- 54.1.24 "**GST Law**" has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- 54.1.25 "**Hospital**" means the health care facility or facilities so specified in Item 8 of Attachment 1 where the Medical Services are to be provided;
- 54.1.26 "**HICCO**" or "**Hospital Initiated Clinic Call Out**" means an occasion where a Nominated Medical Practitioner who is not rostered on to attend the Hospital during normal business hours, and who during a booked consulting session is called to the Hospital by the Regional LHN to provide Medical Services;
- 54.1.27 "**Information Security Standards**" means:
- (a) South Australian Protective Security Framework, including the South Australian Cyber Security Framework ("SACSF") currently at <https://www.dpc.sa.gov.au/responsibilities/protective-security-framework/cyber-security/the-sacsf>
 - (b) any applicable South Australian Cyber Security Framework (SACSF) ruling;
 - (c) international data security standards ISO/IEC 27001 and 27002; and
 - (d) SA Health Information Security Policy Directive available at <https://www.sahealth.sa.gov.au/wps/wcm/connect/public+content/sa+health+internet/resources/policies/information+security+policy+directive>;
- 54.1.28 "**ICT Infrastructure**" means the computing and communications infrastructure owned or used by the Regional LHN or SA Health;
- 54.1.29 "**Inpatient**" means a patient (including same day admitted patients) who is receiving Medical Services and are required to be admitted to the Hospital;
- 54.1.30 "**Insolvency Event**" means the General Practice entering into any form of insolvency administration if a company or becoming bankrupt if an individual;
- 54.1.31 "**Intellectual Property Rights**" means any patent, copyright, trademark, trade name, design, trade secret, know how, semi-conductor, circuit layout, or other form of intellectual property right whether arising before or after the execution of this Agreement and the right to registration and renewal of those rights;
- 54.1.32 "**Key Performance Indicators**" or "**KPIs**" means the key performance indicators used for measuring the performance of the General Practice under this Agreement as specified in Attachment 6;
- 54.1.33 "**Laws**" means the law in force in Australia including the common law and includes all present and future legislation (both State and Federal) and all amendments to them and re-enactments of them and all regulations, by-laws and orders made pursuant to them;
- 54.1.34 "**LHN**" means the incorporated local health network under the *Health Care Act 2008* (SA) which is party to this Agreement described in Item 2 of Attachment 1;

- 54.1.35 **“Malicious Software”** means software designed or intended to cause harm either by damaging or disrupting the performance of the Regional LHN’s ICT Infrastructure or by transmission of information without the authority of the Regional LHN;
- 54.1.36 **“Medicare Benefit Schedule or MBS”** means a list of health professional services that the Australian Government subsidises under the Commonwealth Medicare Program. MBS items (contained and detailed in Attachment 5) provide patient benefits for a wide range of health services including consultations, diagnostic tests and operations;
- 54.1.37 **“Medical Practitioner”** means a person who has been granted either specialist or general registration as a medical practitioner by the Medical Board of Australia and holds current registration with the AHPRA and has no conditions undertaking and/or limitations on their registration. For the purposes of the provision of Medical Services, the Medical Practitioner may include but is not limited to a Resident Medical Officer, Registrar, Senior Medical Practitioner, General Practitioner, Specialist as the case maybe;
- 54.1.38 **“Medical Records”** means all of the records and information held or retained by Regional LHN in any way arising out of or in connection with any Public Patient who has consulted the General Practice or a Nominated Medical Practitioner at the Hospital;
- 54.1.39 **“Medical Services”** means
- (a) any medical treatment / care or any medical, surgical, diagnostic, hospital and other related services provided by the Nominated Medical Practitioner directly to patients;
 - (b) administrative tasks associated with the care of the patient. To include but not limited to documentation in the hospital record, discharge summaries and communication with other clinicians including clinical handover;
 - (c) liaison with other health care practitioners and the patient’s family members (including patient’s family meetings) for the purpose of communication and ongoing care arrangements; and
 - (d) participation in clinical support and engagement activities including but not limited to quality improvements, audits, and clinical governance within Regional LHN.

The individual services provided by the GP will be defined in this Agreement with further detail in their Individual Clinical

Services Plan.

- 54.1.40 **“National Police Certificate”** means a National Police Certificate obtained from SA Police or through an accredited National Police Checking Service (NPCS) organisation;
- 54.1.41 **“NCEP”** means the Non-Clinical Engagement Plan developed between the Regional LHN’s Executive Director of Medical Services (EDMS) and the General Practice as detailed in clause 9 and to be documented using the template at Attachment 3;
- 54.1.42 **“Nominated Medical Practitioner”** means a natural person who is either a GP or GP Registrar nominated in writing by the General Practice to perform Medical Services under this Agreement, being at the Commencement Date those persons specified in Attachment 2;
- 54.1.43 **“Non-Admitted GP Walk-in Services”** means Medical Services provided by the Hospital, which does not have traditional Emergency Department services but may offer non-admitted hospital GP services to Private Patients, under the auspices of Clause G21 of the 2020-25 National Health Reform Agreement (NHRA). The Nominated Medical Practitioner may provide private (Medicare billed) Non-Admitted Services to patients presenting at the Hospital for non-admitted care;
- 54.1.44 **“Non-Admitted Services”** means Medical Services provided to a patient who is not an Inpatient and seeks Medical Services that do not require the patient to be admitted to the Hospital and includes but is not limited to Outpatient, ED and Non-Admitted GP Walk-in Services;
- 54.1.45 **“On-Call”** means the General Practice is Rostered to be available to deliver Medical Services as required by the Hospital during the Rostered period.
- 54.1.46 **“On-Call Allowance”** means the allowance payable to the General Practice for the Nominated Medical Practitioner specified in the Roster to be on-call and ready and available to provide Medical Services to the Regional LHN;
- 54.1.47 **“On-Call Roster”** means a roster which may also be referred to as an Availability Roster for the provision of Medical Services by a Nominated Medical Practitioner who is not otherwise rostered for On-site or Off-site Sessional services and is ready and available to attend the hospital within 40 minutes or to provide remote support to the hospital from another site;
- 54.1.48 **“Other Services”** means the services agreed between the parties in writing from time to time, as detailed in Attachment 5;
- 54.1.49 **“Outpatient”** means a patient that is not an Inpatient and seeks Medical Services that do not require the patient to be admitted to Hospital;
- 54.1.50 **“Personal Information”** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- 54.1.51 **“Personnel”** means all employees, agents, contractors, or subcontractors employed or engaged by the General Practice (including the Nominated Medical Practitioner/s) in respect of the Services and includes any person assisting the General Practice in respect of the Services in a voluntary capacity or as a volunteer;
- 54.1.52 **“Privacy Policy Directive”** means the SA Health Privacy Policy Directive as amended from time to time and available for viewing at SA Health’s website: <http://www.sahealth.sa.gov.au>
- 54.1.53 **“Private Patient”** means:
- (a) a patient who has elected to be treated as a private admitted (Inpatient) patient and will be responsible for the payment of all fees and charges including but not limited to accommodation, maintenance, services and care, doctor’s fees for all medical services, diagnostic services, and surgically implanted prostheses; or
 - (b) a patient who receives Non-Admitted Services by the General Practice or Nominated Medical Practitioner, that either chooses to be treated in a private capacity or is treated as a private non-admitted patient as an extension of the treating Medical Practitioner’s private practice, per the 2020-25 National Health Reform Agreement, clause G21.

54.1.54 "**Public Patient**" means a person who, upon presentation to a public hospital or as soon as possible thereafter, elects to be treated as a public patient. Public patients (Medicare eligible) are entitled to receive Medical Services free of charge (i.e. all necessary medical, nursing, allied health and diagnostic services) to the patient and includes involuntary patient detained in authorised portions of the public hospital;

54.1.55 "**Recipient Created Tax Invoice**" has the meaning attributed in the GST Law;

54.1.56 "**Representative**" means either of the persons nominated as the General Practice's or Regional LHN's Representative as detailed in Items 5 and 6 of Attachment 1;

54.1.57 "**Roster**" means a schedule for delivery of Medical Services to be provided by the General Practice and as amended from time to time in accordance with clause 4.12 and includes an On-Call Roster;

54.1.58 "**SA Health**" means the institutions and administrative units comprising the South Australian Government health portfolio, including;

- (a) the Minister for Health and Wellbeing;
- (b) the Department for Health and Wellbeing;
- (c) Wellbeing SA;
- (d) a hospital incorporated under the *Health Care Act 2008 (SA)*; and
- (e) South Australian Ambulance Service.

54.1.59 "**Scope of Clinical Practice**" means the scope of clinical practice for a Medical Practitioner as specified and determined by the Regional LHN from time to time;

54.1.60 "**Services**" means Medical Services and Other Services as detailed in Attachments 4 and 5;

54.1.61 "**Tax Invoice**" has the meaning attributed in the GST Law;

54.1.62 "**Taxable Supply**" has the meaning attributed in the GST Law; and

54.1.63 "**Term**" means the period specified in clause 3.1.

54.2 Construction

In this Agreement unless a contrary intention is evident:

54.2.1 any word importing the plural includes the singular and vice versa;

54.2.2 any word importing a gender includes all other genders;

54.2.3 a reference to a body corporate includes a reference to natural persons or other forms of associations and vice versa;

54.2.4 a reference to a recital, party, clause or Attachment is a reference to a recital, party, clause or Attachment of this Agreement;

54.2.5 the captions, headings, section numbers and clause numbers appearing in this Agreement are inserted only as a matter of convenience and in no way affect the construction of this Agreement;

54.2.6 a reference to a party includes that party's administrators, successors and permitted assigns; and

54.2.7 a reference to a statute includes all statutes amending, consolidating, or replacing the statute.

54.3 Documents comprising this Agreement

54.3.1 This Agreement incorporates all Attachments.

54.3.2 In resolving inconsistencies in this Agreement:

- (a) this Attachment 8;
- (b) Attachments, 1, 2, 3, 4, 5, 6 and 7

have priority, in that order.