COUNTRY HEALTH SA
RURAL GENERAL PRACTITIONER FEE FOR SERVICE AGREEMENT

BETWEEN

COUNTRY HEALTH SA LOCAL HEALTH NETWORK INC.

AND

[*INSERT NAME OF CONTRACTING MEDICAL PRACTITIONER*]
(“Contracting Medical Practitioner”)
# TABLE OF CONTENTS

1. DEFINITIONS & INTERPRETATION ........................................................................................................... 1
2. BASIS OF AGREEMENT .......................................................................................................................... 5
3. CONTRACT ADMINISTRATION .............................................................................................................. 6
4. ENGAGEMENT OF CONTRACTING MEDICAL PRACTITIONER ............................................................ 6
5. OBLIGATIONS OF COUNTRY HEALTH SA .......................................................................................... 8
6. OBLIGATIONS OF CONTRACTING MEDICAL PRACTITIONER ........................................................... 10
7. NOMINATED MEDICAL PRACTITIONERS AND SCOPE OF CLINICAL PRACTICE ..................... 14
8. SUSPENSION OR TERMINATION OF AGREEMENT ........................................................................... 15
9. CHSA’S CONFIDENTIAL INFORMATION ............................................................................................. 18
10. DOCUMENTS ....................................................................................................................................... 19
11. INDEMNITY ......................................................................................................................................... 19
12. INSURANCE ......................................................................................................................................... 20
13. INTELLECTUAL PROPERTY RIGHTS ............................................................................................... 21
14. DISPUTE RESOLUTION PROCESS ................................................................................................... 22
15. PRIVATE PATIENTS ............................................................................................................................. 23
16. PROVISION OF PERSONAL INFORMATION ..................................................................................... 24
17. PRIVACY POLICY DIRECTIVE ........................................................................................................... 25
18. ACTING ETHICALLY ............................................................................................................................ 25
19. ICAC ..................................................................................................................................................... 25
20. RESPECTFUL BEHAVIOUR ................................................................................................................ 26
21. SA INDUSTRY PARTICIPATION .......................................................................................................... 26
22. EX-GOVERNMENT EMPLOYEES ....................................................................................................... 26
23. COMPLIANCE WITH POLICIES ....................................................................................................... 26
24. WORK HEALTH AND SAFETY .......................................................................................................... 27
25. PUBLICITY .......................................................................................................................................... 27
26. NON-DISPARAGEMENT ..................................................................................................................... 27
27. NOTICES ............................................................................................................................................. 27
28. SCREENING AND SECURITY ............................................................................................................. 28
29. MISCELLANEOUS ............................................................................................................................... 32

SCHEDULE 1  GENERAL INFORMATION
SCHEDULE 2  SCOPE OF MEDICAL SERVICES COVERED UNDER THIS CONTRACT
SCHEDULE 3  AVAILABILITY
SCHEDULE 4  GP REGISTRARS - NOMINATED MEDICAL PRACTITIONERS
AGREEMENT dated day of 20

PARTIES:

COUNTRY HEALTH SA LOCAL HEALTH NETWORK INC (ABN 96 157 660 816) an incorporated hospital established under the Health Care Act, 2008 (SA) of PO Box 287 Rundle Mall, Adelaide, SA 5000 ("Country Health SA")

AND

The Contracting Medical Practitioner so described in Schedule 1 ("Contracting Medical Practitioner")

IT IS AGREED:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Agreement unless the contrary intention appears

1.1.1 “ABN” means Australian Business Number under the A New Tax System (Australian Business Number) Act 1999 (Cth);

1.1.2 “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;

1.1.3 “Additional Services” means the services agreed between the parties in writing from time to time;

1.1.4 “Agreement” means this agreement being the Country Health SA Rural General Practitioner Fee for Service Agreement;

1.1.5 “Business Day” means any day that is not a Saturday, Sunday or a public holiday in South Australia.

1.1.6 "Chief Operating Officer, Country Health SA" means the person acting in that position from time to time with designated responsibility for the Hospital where Services under this Agreement are provided;

1.1.7 "Commencement Date" means the date so specified in Schedule 1;

1.1.8 “Confidential Information” means information disclosed by, or on behalf of a party to this Agreement 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;

1.1.9 "Contracting Medical Practitioner" means the second named party to this Agreement, more particularly described in Schedule 1;

1.1.10 "Contracting Medical Practitioner’s Representative" means the person so described in Schedule 1;

1.1.11 "Country Health SA” or “CHSALHN” means the first named party to this Agreement described above;

1.1.12 “Country Health SA's Representative” means the person so described in Schedule 1;

1.1.13 "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 Contracting Medical Practitioner or Nominated Medical Practitioner's clinical competence;

1.1.14 “Credentialing Committee” means the credentialing committee within Country Health SA established in accordance with the Policy;

1.1.15 "Documents" means all of the documents to be used by the Contracting Medical Practitioner in providing the Services including, without limitation, policies, procedures, manuals, files, information, data, computer programs, computer disks and records of any kind stored by any means;

1.1.16 “Emergency Department” means a designated area within a health facility specifically resourced to provide emergency care;

1.1.17 "Expiry Date" means the date so specified in Schedule 1;

1.1.18 "Force Majeure" means any cause not reasonably within the control of the party claiming force majeure including, but not limited to, accident, illness, 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;

1.1.19 "General Practitioner" means a medical practitioner who is

(a) registered by AHPRA; and

(b) credentialed for South Australian Country Public Health facilities in the domain of GP Medicine or a GP Procedure or GP Registrar;

1.1.20 “GP Registrar” means a Nominated 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 Schedule 4;

1.1.21 “GST” has the meaning attributed in the GST Law;
1.1.22 **“GST Law”** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

1.1.23 **“Hospital”** means the health care facility or facilities so specified in Schedule 1;

1.1.24 **“Insolvency Event”** means the Contracting Medical Practitioner entering into any form of insolvency administration if a company or becoming bankrupt if an individual;

1.1.25 **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, design, trade secret, know how, semiconductor, 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;

1.1.26 **“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;

1.1.27 **“Medical Records”** means all of the records and information held or retained by Country Health SA in any way arising out of or in connection with any Public Patient who has consulted the Contracting Medical Practitioner or a Nominated Medical Practitioner at the Hospital;

1.1.28 **“Medical Services”** means the medical services to be provided to Public Patients at the Hospital by the Contracting Medical Practitioner and the Nominated Medical Practitioner within their Scope of Clinical Practice as described in Schedule 2;

1.1.29 **“Nominated Medical Practitioner”** means a natural person who is a medical practitioner nominated in writing by the Contracting Medical Practitioner to perform Services under this Agreement, being at the Commencement Date as specified in Schedule 1 and in Schedule 4;

1.1.30 **“On Call Roster”** means the roster created and amended from time to time in accordance with the procedures set out in clause 6.4;

1.1.31 **“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;

1.1.32 **“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 http://www.sahealth.sa.gov.au;

1.1.33 **“Public Patient”** means an eligible person who receives free of charge to them a public hospital service and includes an involuntary patient detained in authorised portions of the Hospital;

1.1.34 **“Privacy Policy Directive”** means the Privacy Policy Directive as amended from time to time and available for viewing at SA Health’s website:
http://www.sahealth.sa.gov.au

1.1.35 "Representative" means either of the persons nominated as the Contracting Medical Practitioner’s Representative and Country Health SA’s Representative;

1.1.36 “SA Health” means the South Australian Department for Health and Ageing;

1.1.37 “SARMER” means the South Australian Rural Medical Engagement Responsibilities document, as amended from time to time and available for viewing at Country Health SA’s website http://www.sahealth.sa.gov.au;

1.1.38 “SARMFA” means the applicable South Australian Rural Medical Fee Agreement document, as specified in Item 10 of Schedule 1, as amended from time to time and available for viewing at Country Health SA’s website http://www.sahealth.sa.gov.au;

“Scope of Clinical Practice” means the scope of clinical practice as specified and determined through the process detailed in the Policy and validated by the Credentialing Committee;

1.1.39 “Services” means Medical Services and Additional Services;

1.1.40 “Tax Invoice” has the meaning attributed in the GST Law;

1.1.41 “Taxable Supply” has the meaning attributed in the GST Law; and

1.1.42 “Term” means the period specified in clause 4.1.

1.2 Construction

In this Agreement unless a contrary intention is evident:

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

1.2.2 any word importing a gender includes all other genders;

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

1.2.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this Agreement;

1.2.5 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;

1.2.6 a reference to a party includes that party’s administrators, successors and permitted assigns; and

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

1.3 Documents comprising this Agreement

1.3.1 This Agreement incorporates any Schedules and Annexures attached to it.

1.3.2 In resolving inconsistencies in this Agreement:

(a) this Agreement (excluding its Schedules and Annexures);

(b) its Schedules;
2. BASIS OF AGREEMENT

2.1 Object of Agreement

The objects of this Agreement are:

2.1.1 to clearly define the roles of the parties in the provision of health services;

2.1.2 to enable Country Health SA and the Contracting Medical Practitioner to be dynamic, productive and responsive to the service needs of government, the public and consumers of health care services;

2.1.3 to sustain South Australia’s Strategic Plan, the South Australian Health Care Plan and the Strategy for Planning Country Health SA Services in South Australia; and

2.1.4 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.

2.2 Commitment of Parties

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

2.2.1 engage in discussion about clinical change and workforce reform initiatives designed to achieve ongoing health service improvements consistent with the objectives underpinning this Agreement;

2.2.2 the continued evolution of Country Health SA as a dynamic, productive and health consumer responsive entity;

2.2.3 recognising that initiatives will continue to be introduced subject to the agreement of both parties 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;

2.2.4 the development and implementation of approved Country Health SA 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;
consultation in developing an understanding of issues and strategies for resolution;

(h) honesty as to what the health system can reasonably provide;

(i) respecting the dignity and autonomy of health service users;

(j) providing research, teaching and training opportunities;

(k) respectful communication; and

(l) quality leadership that recognises and enhances the skills of staff and contractors;

2.2.5 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;

(e) workforce reform initiatives; and

(f) the development of integrated state-wide services.

2.3 SARMER, SARMFA & Scope of Clinical Practice

The Contracting Medical Practitioner acknowledges that the following documents are available for viewing at Country Health SA's website http://www.sahealth.sa.gov.au:

2.3.1 the SARMER;

2.3.2 the SARMFA; and

2.3.3 the Policy,

and that this Agreement operates in conjunction with but subject to those documents.

3. CONTRACT ADMINISTRATION

3.1 Each Representative has authority to:

3.1.1 exercise all of the powers and functions of his or her party under this Agreement other than the power to amend this Agreement;

3.1.2 bind his or her party in relation to any matter arising out of or in connection with this Agreement; and

3.1.3 if indicated in Schedule 1, amend the Schedules and Annexures to this Agreement (after the amendment has been agreed by both Representatives).

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

4. ENGAGEMENT OF CONTRACTING MEDICAL PRACTITIONER

4.1 Term

This Agreement commences on the Commencement Date and expires on the Expiry Date, inclusive of both dates, unless terminated earlier in accordance with the provisions of this Agreement.
Country Health SA may extend the Term for the period specified in Item 9 of Schedule 1 by giving the Contracting Medical Practitioner no less than three (3) months written notice prior to the Expiry Date.

4.2 Engagement
Country Health SA engages the Contracting Medical Practitioner to provide, and the Contracting Medical Practitioner agrees to provide, Services for the Term on the terms and conditions set out in this Agreement.

4.3 Relationship
4.3.1 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 Country Health SA and a Nominated Medical Practitioner. The Contracting Medical Practitioner is an independent contractor and not an employee of Country Health SA.

4.3.2 Neither party has any authority to bind the other party.

4.3.3 The Nominated Medical Practitioner has no entitlement from Country Health SA for any employee benefits including for leave, workers compensation or superannuation payments (unless otherwise agreed in writing by Country Health SA).

4.3.4 The Contracting Medical Practitioner must pay all remuneration claims and other entitlements (including the superannuation support) payable to any Nominated Medical Practitioners under the Superannuation Guarantee Administration Act (“SGAA”) (if any). For the avoidance of doubt, if the Contracting Medical Practitioner is required to provide a minimum level of superannuation support to a Nominated Medical Practitioner under the SGAA, the payment by Country Health SA to the Contracting Medical Practitioner under clause 5.1 shall be deemed to be inclusive of the minimum superannuation support calculated in accordance with Australian Taxation Office Advice and the minimum superannuation support will be paid by the Contracting Medical Practitioner into the Nominated Medical Practitioner’s nominated complying Superannuation Fund in accordance with the SGAA.

4.3.5 The Contracting Medical Practitioner is responsible for complying with the requirements of the Income Tax Assessment Act 1997 (Cth) in respect of its employees and any Nominated Medical Practitioners and acknowledges that Country Health SA is not required to make PAYG deductions from the fees.

4.4 Non Exclusive
The engagement of the Contracting Medical Practitioner to provide Services is not an exclusive arrangement. Country Health SA may engage other Medical Practitioners to provide the same or similar medical services as the Contracting Medical Practitioner. Nothing in this Agreement in any way affects a Contracting Medical Practitioner’s right of private practice elsewhere.

4.5 No Minimum Volumes
The Contracting Medical Practitioner agrees that Country Health SA is not at any time obliged to engage the Contracting Medical Practitioner to provide any minimum volume of Services.
4.6 **No Representations**

The Contracting Medical Practitioner acknowledges that no representation, warranty, guarantee or other statement, express or implied, was made or given to it by Country Health SA or officers of Country Health SA prior to entering into this Agreement as to any benefits (including any minimum volume of Services) which the Contracting Medical Practitioner might enjoy as a result of entering into this Agreement.

4.7 **Registration of Contracting Medical Practitioner**

The Contracting Medical Practitioner, or where relevant, the Nominated Medical Practitioner, must during the Term be registered with AHPRA and agrees to produce evidence of that registration to a nominated officer of Country Health SA within one (1) month of each annual re-registration or on demand. If the Contracting 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.

4.8 **Variations**

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

4.8.2 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.

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

4.8.4 If the parties cannot agree to the proposed variation, then the parties will follow the dispute resolution procedure set out in clause 14 of this Agreement;

4.8.5 Subject to clause 3, 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.

4.9 **No restriction of trade**

4.9.1 The Contracting Medical Practitioner warrants that with effect from the Commencement Date, it will not contractually restrict the Nominated Medical Practitioner from providing services similar to the Services to Country Health SA or any other agency or instrumentality of the Crown in right of the State of South Australia.

4.9.2 The Contracting Medical Practitioner hereby irrevocably consents to the Nominated Medical Practitioner providing services similar to the Services to Country Health SA 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 Contracting Medical Practitioner may have with the Nominated Medical Practitioner to restrict the Nominated Medical Practitioner from providing services similar to the Services to Country Health SA or any other agency or instrumentality of the Crown in right of the State of South Australia.

5. **OBLIGATIONS OF COUNTRY HEALTH SA**

5.1 **Payment For Medical Services**
Country Health SA will pay the Contracting Medical Practitioner for all Services rendered and the Contracting Medical Practitioner will be responsible for paying any Nominated Medical Practitioners any fees agreed between the Contracting Medical Practitioner and a Nominated Medical Practitioner.

5.2 Payment Terms and Conditions

Country Health SA will pay fees for the Services to the Contracting Medical Practitioner in accordance with the terms and conditions contained within the current South Australian Rural Medical Fee Agreement. Country Health SA will also pay any applicable GST to the Contracting Medical Practitioner at the same time and in the same manner that it pays those fees.

5.3 ABN, GST Registration

5.3.1 The Contracting Medical Practitioner represents that it:

(a) is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth), and the ABN shown in Schedule 1 for the Contracting Medical Practitioner is the Contracting Medical Practitioner’s ABN;

(b) will be registered under the GST Law if it is required to be registered under the GST Law; and

(c) will give Country Health SA a Tax Invoice for Services if the supply of those Services is a Taxable Supply.

5.3.2 The fees referred to in this Agreement are GST exclusive, unless expressly stated otherwise.

5.3.3 The Contracting Medical Practitioner acknowledges that should the representation in clause 4.3.1(a) be or become incorrect, Country Health SA 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 Contracting Medical Practitioner.

5.4 Payment Rate

Irrespective of when an invoice is either raised by the Contracting Medical Practitioner or actually received by Country Health SA, the rate of payment will only be that applicable at the time the service or services were rendered.

5.5 Resources provided by Country Health SA

Country Health SA will provide resources reasonably necessary for the treatment of Public Patients at the Hospital where the Medical Service is provided, including consumables, beds, equipment, theatre time, IT resources, nursing and allied health services and other staff. All resources provided by Country Health SA must be in a safe and proper working order and suitable for the purpose used. Country Health SA must provide a safe working environment for the Contracting Medical Practitioner and Nominated Medical Practitioner, so far as is reasonably practicable.

5.6 Admissions or Treatment Not Guaranteed

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.
5.7 **Theatre Availability**

Country Health SA 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 Contracting Medical Practitioner will be informed of theatre availability as soon as practicable and three (3) months prior notice will be given if a theatre is to be electively closed or access reduced.

5.8 **Policies and Procedures, Hospital Codes, etc.**

5.8.1 Country Health SA must make available to the Contracting Medical Practitioner and the Nominated Medical Practitioners all SA Health and Country Health SA codes, policies, procedures, protocols and standards (including clinical directives and guidelines) through the SA Health internet website [www.sahealth.sa.gov.au](http://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.

5.8.2 Country Health SA will also make available full copies of any separate Hospital codes, policies, procedures, protocols and standards that are specific to the Hospital either by way of hardcopies or electronic copies.

5.9 **Obligations to Notify**

Country Health SA must notify the Contracting Medical Practitioner in accordance with Hospital procedures (or in the absence of such procedures within a reasonable period of time) of:

5.9.1 any complaint against the Contracting Medical Practitioner; or

5.9.2 any other matter of which Country Health SA is aware concerning the Contracting Medical Practitioner and about which a reasonable person in the position of Country Health SA would notify the Contracting Medical Practitioner.

6. **OBLIGATIONS OF CONTRACTING MEDICAL PRACTITIONER**

6.1 **Provision of Services**

Subject to this Agreement, the Contracting Medical Practitioner agrees to:

6.1.1 provide the Services:

(a) in accordance with this Agreement;

(b) in a proper, competent and professional manner;

(c) to recognised professional and legal standards;

(d) in accordance with the best practices current in the medical profession;

(e) with due care, skill and diligence;

(f) in a timely and efficient manner;

(g) in a courteous and responsive manner to all Country Health SA's officers, employees, agents, consultants, patients and invitees;

(h) in a way that will enhance the goodwill and reputation of Country Health SA and will facilitate Country Health SA to operate as an effective and efficient health service;
(i) in a way that will prevent personal injury or death or damage to property; and

(j) strictly in accordance with all applicable Laws;

6.1.2 provide the Medical Services to Public Patients at the Hospital in accordance with Schedule 2 and the SARMER;

6.1.3 engage as many Nominated Medical Practitioners as are required to provide the Medical Services during the times for Availability specified in Schedule 3 at the Hospital to the standards specified in this clause;

6.1.4 participate in the On Call Roster in accordance with and during the times for Availability specified in Schedule 3;

6.1.5 ensure that the Medical Services are provided personally by a Nominated Medical Practitioner at the Hospital (unless otherwise agreed by Country Health SA);

6.1.6 provide the Medical Services:

(a) in the manner; and

(b) in accordance with the on call criteria described in the SARMFA, as determined by Country Health SA in consultation with the Contracting Medical Practitioner;

6.1.7 be available at the times specified in Schedule 3;

6.1.8 provide any Additional Services as agreed in writing between Country Health SA and the Contracting Medical Practitioner from time to time; and

6.1.9 ensure that the Contracting Medical Practitioner and each Nominated Medical Practitioner undertakes and obtains Credentialing, in accordance with the Policy, to provide the Medical Services at the Hospital

6.1.10 ensure that the Contracting Medical Practitioner and each Nominated Medical Practitioner only provides Medical Services at the Hospital whilst he or she holds a current notification of Credentialing and Scope of Clinical Practice issued by the Credentialing Committee.

6.2 Compliance with Scope of Clinical Practice for Country Health SA Health Service

The Contracting Medical Practitioner must ensure that the Contracting Medical Practitioner 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.

6.3 Compliance with Policies etc.

6.3.1 The Contracting Medical Practitioner acknowledges and agrees that the Contracting Medical Practitioner and all Nominated Medical Practitioners are able to access the SA Health internet website (www.sahealth.sa.gov.au).

6.3.2 The Contracting Medical Practitioner must read and understand, and must ensure that all Nominated Medical Practitioners read and understand, all SA Health, Country Health SA and Hospital codes, policies, procedures, protocols and standards relevant to the Contracting Medical Practitioner and Nominated Medical Practitioners which have been made available to
the Contracting Medical Practitioner and Nominated Medical Practitioners under clause 5.8, including without limitation, the clinical directives and guidelines.

6.3.3 The Contracting Medical Practitioner agrees to comply with, and must ensure that all Nominated Medical Practitioners comply with, all SA Health, Country Health SA and Hospital codes, policies, procedures, protocols and standards relevant to the Contracting Medical Practitioner and Nominated Medical Practitioners which have been made available to the Contracting Medical Practitioner and Nominated Medical Practitioners under clause 5.8, including without limitation, the clinical directives and guidelines. In the event of inconsistency between these codes, policies, procedures, protocols and standards and this Agreement, this Agreement shall prevail.

6.4 On Call Rosters

The Contracting Medical Practitioner agrees:

6.4.1 that the On Call Rosters shall be determined by Country Health SA in its sole discretion after first consulting with the Contracting Medical Practitioner; and

6.4.2 to implement those On Call Rosters and ensure that the Nominated Medical Practitioners participate in those On Call Rosters in accordance with their Scope of Clinical Practice.

6.5 Obligations to Notify

Subject to clause 6.6, the Contracting Medical Practitioner agrees to notify Country Health SA in accordance with Hospital procedures, or in the absence of such procedures within a reasonable period of time, of any matter of which the Contracting Medical Practitioner is aware and about which a prudent medical practitioner should reasonably believe Country Health SA should be notified.

This includes:

6.5.1 the Contracting Medical Practitioner or a Nominated Medical Practitioner being involved in:

(a) referrals to AHPRA or any such similar bodies in other jurisdictions;

(b) fines imposed or reprimands given by AHPRA, undertakings given to AHPRA 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 dishonesty or punishable by imprisonment;

(d) actual or potential conflicts of interest in relation to the provision of the Services; or

(e) actual or anticipated inability or non-availability to provide Services; and

6.5.2 a Hospital patient of the Contracting Medical Practitioner 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 Contracting Medical Practitioner or a Nominated Medical Practitioner is obliged to inform their medical defence organisation, indemnity fund or insurer.

6.6 Obligation to Co-operate

6.6.1 Subject always to clause 6.6.2:

(a) if requested by Country Health SA, the Contracting Medical Practitioner must provide as soon as reasonably practicable all relevant details of any matters of which Country Health SA is notified under clause 6.5 or otherwise becomes aware; and
(b) the Contracting Medical Practitioner must take all reasonable steps to assist Country Health SA in inquiring into and resolving any complaint, dispute or other difficulty arising under or in connection with this Agreement.

6.6.2 Nothing in clauses 6.5 or 6.6.1 requires the Contracting Medical Practitioner or a Nominated Medical Practitioner to disclose information to Country Health SA where to do so would cause the Contracting Medical Practitioner 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 Contracting Medical Practitioner or that Nominated Medical Practitioner under their respective medical indemnity membership, cover or insurance. In any such circumstances the Contracting Medical Practitioner 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 Country Health SA, and must disclose, and must cause any Nominated Medical Practitioner to disclose, the information to Country Health SA in accordance with any approval given.

6.7 Resources supplied by Contracting Medical Practitioner

6.7.1 The Contracting Medical Practitioner may utilise the Contracting Medical Practitioner’s own resources (including consumables, equipment, nursing and allied health services and other staff) in providing the Services with the consent of Country Health SA and in accordance with Hospital policies.

6.7.2 The Contracting Medical Practitioner warrants that any of the Contracting Medical Practitioner’s consumables or equipment utilised by the Contracting Medical Practitioner are in safe and proper working order and suitable for the purpose, and all equipment is adequately and appropriately insured.

6.7.3 If any person (other than officers, employees or agents of Country Health SA) supplied by the Contracting Medical Practitioner assists the
Contracting Medical Practitioner or a Nominated Medical Practitioner in providing Services, the Contracting Medical Practitioner must ensure that anyone providing Services for the Contracting Medical Practitioner is suitably skilled, trained, qualified and competent.

6.8 **GP Registrars**

6.8.1 Where a Nominated Medical Practitioner is a GP Registrar, the Contracting Medical Practitioner 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 Schedule 4.

6.8.2 The parties agree that Country Health SA may after consulting with the Contracting Medical Practitioner, issue the Contracting Medical Practitioner with a replacement Schedule 4, from time to time, and that such replacement Schedule shall be substituted for the existing Schedule 4.

6.9 **Safety Learning System**

Without limiting any other obligation of the Contracting Medical Practitioner under this Agreement, the Contracting Medical Practitioner must, and must ensure that each Nominated Medical Practitioner, 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.

7. **NOMINATED MEDICAL PRACTITIONERS AND SCOPE OF CLINICAL PRACTICE**

7.1 **Provision of Medical Services by Nominated Medical Practitioners**

Services may only be provided through Nominated Medical Practitioners acting within their Scope of Clinical Practice or otherwise in an emergency.

7.2 **Nomination for Scope of Clinical Practice**

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

7.3 **Nominations may be rejected**

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

7.4 **Withdrawal of Nomination of Medical Practitioner**

The Contracting Medical Practitioner may, at any time by notice in writing to Country Health SA, withdraw the nomination of any Nominated Medical Practitioner and that medical practitioner shall on receipt of the notice by Country Health SA cease to be a Nominated Medical Practitioner for the purpose of this Agreement.

7.5 **Variation of Scope of Clinical Practice**

7.5.1 The Contracting Medical Practitioner acknowledges and agrees Country Health SA may restrict, make conditional, vary, suspend or terminate the Scope of Clinical Practice of a Nominated Medical Practitioner in accordance with the Scope of Clinical Practice process.
7.5.2 Any disagreement between the parties regarding clinical practice will be resolved as outlined in clause 14.3.

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

The parties acknowledge and agree that, without limiting a party's other rights and remedies, a failure by a party to comply with a non-material procedural requirement of the Scope of Clinical Practice in South Australian Public Health Services does not of itself give rise to a claim for damages by the other party.

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.

7.7 **Responsibility of the Contracting Medical Practitioner**

Subject to clause 8.6.2, the Contracting Medical Practitioner remains responsible for the provision of the Services notwithstanding that any part of the Services are performed by or provided through a Nominated Medical Practitioner.

8. **SUSPENSION OR TERMINATION OF AGREEMENT**

8.1 **Notice of Force Majeure**

If by Force Majeure a party is unable (wholly or in part) to carry out its obligations under this Agreement, or is delayed in doing so, that party agrees to give prompt notice of the event of Force Majeure to the other party stating the date of the occurrence of the event of Force Majeure and its nature.

8.2 **Reasonable Efforts**

The party claiming Force Majeure agrees to use all reasonable efforts to remove the cause of it, except that no party is obliged to settle any strike, lockout or other industrial dispute on terms not acceptable to it, and from time to time as is reasonable in the circumstances give notice to the other party of those efforts and the likely timetable for resumption of its obligations under this Agreement.

8.3 **Suspension of Obligations**

If either party is unable (wholly or in part) by Force Majeure to carry out its obligations under this Agreement (other than an obligation to pay an amount of money) and it has given notice of the Force Majeure as required by this clause 8, then the obligations of the affected party in so far as they are subject to Force Majeure shall be suspended during but no longer than the continuance of the Force Majeure and for such further period as shall be reasonable in the circumstances.

8.4 **Termination following Force Majeure**

If a party is unable to resume its obligations under this Agreement within six (6) months of the occurrence of an event of Force Majeure either party by written notice to the other may terminate or seek to vary this Agreement.

8.5 **Unavoidable Shortage / Unavailability**

**Multiple Nominated Medical Practitioners**

8.5.1 Clauses 8.5.2 to 8.5.6 only apply where there are two or more Nominated Medical Practitioners providing the Services under this Agreement.
8.5.2 If the Contracting Medical Practitioner is unable to provide the Services due to a shortage / unavailability of Nominated Medical Practitioners, which was neither caused or contributed by the acts or omissions of the Contracting Medical Practitioner, then the Contracted Medical Practitioner must immediately notify Country Health SA in writing of such shortage / unavailability.

8.5.3 The Contracting Medical Practitioner must continue to provide the Services for four (4) calendar days after the day that the Contracting Medical Practitioner provided the notice referred to in clause 0.

8.5.4 Country Health SA will be responsible for provide the Services for itself for twenty (20) calendar days after the expiration of the four (4) calendar days specified in clause 8.5.3. For the avoidance of doubt, the Contracting Medical Practitioner is not entitled to any payment during any period that Country Health SA provides the Services for itself.

8.5.5 Country Health SA and the Contracting Medical Practitioner must meet and negotiate in good faith within twenty (20) calendar days after the expiration of the four (4) calendar days specified in clause 8.5.3, with a view to mutually resolving the shortage / unavailability of Nominated Medical Practitioners.

8.5.6 If Country Health SA and the Contracting Medical Practitioner 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 8.5.3, then either party may terminate this Agreement by written notice to the other party.

**Single Nominated Medical Practitioner**

8.5.7 Clauses 8.5.8 to 8.5.11 only apply where the Contracting Medical Practitioner is a sole trader and he or she is the only Nominated Medical Practitioner providing the Services under this Agreement.

8.5.8 If the Contracting Medical Practitioner is unable to provide the Services due to:

(a) personal ill health;

(b) ill health or death of a family member residing in the Contracting Medical Practitioner’s household; or

(c) exceptional circumstances (i.e. compassionate grounds) that have been approved in writing by Country Health SA in its sole discretion,

then the Contracting Medical Practitioner must immediately notify Country Health SA in writing of the Contracting Medical Practitioner’s unavailability to provide the Services, including:

(d) the reason for such unavailability;

(e) the date from which the Contracting Medical Practitioner will not be available to provide the Services; and

(f) the date upon which the Contracting Medical Practitioner will recommence providing the Services.

8.5.9 If the period of unavailability (as notified by the Contracting Medical Practitioner to Country Health SA under clause 8.5.8) is twenty (20) calendar days or less, then Country Health SA will be responsible for
providing the Services for itself for that period of time. For the avoidance of doubt, the Contracting Medical Practitioner is not entitled to any payment during any period that Country Health SA provides the Services for itself.

8.5.10 If the expected or actual period of unavailability of the Contracting Medical Practitioner is greater than twenty (20) calendar days, then either party may terminate this Agreement by written notice to the other party.

8.5.11 The parties may, at any time prior to the Agreement being terminated pursuant to clause 8.5.10, attempt to mutually agree a way to resolve the unavailability of the Contracting Medical Practitioner.

8.6 Termination by notice

8.6.1 Either party may terminate this Agreement by giving at least three (3) months written notice of its intent to terminate this Agreement to the other party.

8.6.2 The Contracting Medical Practitioner may terminate this Agreement so far as it relates to a Nominated Medical Practitioner immediately by notice to Country Health SA if, through personal ill health or ill health of family members, or exceptional circumstances on compassionate grounds acceptable to Country Health SA, the Nominated Medical Practitioner is unable to continue to provide the Services. If there is only one Nominated Medical Practitioner, then notice under this clause 8.6.2 terminates this Agreement.

8.7 Termination for breach

8.7.1 If:

(a) a party fails to observe, comply with or fulfil any of that party’s obligations under or arising out of this Agreement; or

(b) an Insolvency Event occurs in relation to the Contracting Medical Practitioner,

the non-defaulting party may at any time terminate this Agreement with immediate effect by notice in writing to the defaulting party.

8.7.2 Where a breach of this Agreement by the defaulting party is capable of remedy by the defaulting party, the non-defaulting party may, but is under no obligation to, by notice in writing to the defaulting party, allow the defaulting party an opportunity to remedy the breach within a period of time specified by the non-defaulting party in such notice.

8.8 Termination for non-performance

In addition to any other rights of termination by Country Health SA under this Agreement, Country Health SA may at any time terminate this Agreement with immediate effect by notice in writing to the Contracting Medical Practitioner, where in the opinion of Country Health SA the performance of the Services by the Contracting Medical Practitioner or a Nominated Medical Practitioner is unacceptable or places Country Health SA or a patient at risk.
8.9 Termination for breaching credentialing conditions

In addition to any other rights of termination by Country Health SA under this Agreement, Country Health SA may at any time terminate this Agreement with immediate effect by notice in writing to the Contracting Medical Practitioner, where the Contracting Medical Practitioner or a Nominated Medical Practitioner:

8.9.1 provides Medical Services whilst not holding a current Credential in accordance with the Policy;

8.9.2 provides Medical Services whilst not holding a current, approved Scope of Clinical Practice in accordance with the Policy;

8.9.3 provides Medical Services outside of their current, approved Scope of Clinical Practice (except in an emergency); or

8.9.4 breaches any condition specified in their Credential or approved Scope of Clinical Practice.

8.10 Accrued rights

8.10.1 If a party terminates this Agreement in accordance with this clause 8, 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 Services provided before the effective termination date.

8.10.2 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.

9. CHSA'S CONFIDENTIAL INFORMATION

If Country Health SA discloses Confidential Information to the Contracting Medical Practitioner the following provisions apply:

9.1 The Contracting Medical Practitioner must not use the Confidential Information except for the performance of its obligations under this Agreement or any other purpose as the Hospital or Country Health SA notifies from time to time in respect of any item of Confidential Information.

9.2 The Contracting Medical Practitioner may only disclose the Confidential Information in the following circumstances:

9.2.1 with the prior written consent of the Hospital or Country Health SA;

9.2.2 to a Nominated Medical Practitioner if:

(a) the Nominated Medical Practitioner needs the Confidential Information for the performance of the Contracting Medical Practitioner's obligations under this Agreement; and

(b) the Nominated Medical Practitioner is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of the Contracting Medical Practitioner obligations under this Agreement; or

9.2.3 if and to the extent that the Contracting Medical Practitioner is legally compelled to disclose the Confidential Information.
9.3 When the Contracting Medical Practitioner is aware of any steps being taken or considered to legally compel the Contracting Medical Practitioner or a Nominated Medical Practitioner to disclose the Confidential Information, it must:

9.3.1 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;

9.3.2 promptly notify the Hospital or Country Health SA; and

9.3.3 do anything reasonably required by the Hospital or Country Health SA, including the institution and conduct of legal proceedings at the Hospital or Country Health SA’s direction and expense, to oppose or restrict that disclosure.

9.4 The Contracting Medical Practitioner must do everything reasonably possible to preserve the confidentiality of the Confidential Information.

9.5 The Contracting Medical Practitioner must notify the Hospital or Country Health SA 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 Hospital or Country Health SA.

9.6 The Contracting Medical Practitioner must comply with any reasonable direction of the Hospital or Country Health SA in relation to documents containing the Confidential Information and must for that purpose so direct Nominated Medical Practitioners as reasonably required.

10. DOCUMENTS

10.1 Country Health SA owns the Documents, including Medical Records, prepared by or for the Contracting Medical Practitioner or a Nominated Medical Practitioner arising out of or in connection with provision of Services to Public Patients under this Agreement.

10.2 Upon termination and at any other time on demand by Country Health SA, the Contracting Medical Practitioner must deliver to Country Health SA all Documents, including Medical Records, provided by or originating from Country Health SA and all Documents, including Medical Records, produced by or for the Contracting Medical Practitioner in the course of providing Services to Public Patients under this Agreement.

10.3 Notwithstanding clauses 10.1 and 10.2, the Contracting Medical Practitioner 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, legal or contractual 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 Contracting Medical Practitioner shall under no circumstances remove any originals of any Documents from any Hospital relating to Public Patients (unless otherwise agreed by Country Health SA).

11. INDEMNITY

The Contracting Medical Practitioner agrees to indemnify and keep the Hospital and Country Health SA, their staff and agents (“the indemnified”) indemnified against all costs (including legal costs on a full indemnity basis), expenses, losses and liabilities
that have been suffered or incurred by the indemnified as a result of or in connection with:

11.1 any negligent or wrongful act or omission or breach of duty of or by the Contracting Medical Practitioner or a Nominated Medical Practitioner;

11.2 any obligation or compulsion for Country Health SA to pay any employee benefits to a Nominated Medical Practitioner including leave, workers compensation or superannuation payments (except to the extent that Country Health SA has previously agreed in writing to pay the relevant Nominated Medical Practitioner such benefits);

11.3 medical services provided by the Contracting Medical Practitioner to private patients pursuant to clause 15; or

11.4 any breach by the Contracting Medical Practitioner of any of the provisions of this Agreement,

and such indemnity shall be reduced to the extent that any such cost, expense, loss or liability is caused or contributed by:

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

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

12. INSURANCE

12.1 Insurances

12.1.1 The Contracting Medical Practitioner must:

(a) effect and maintain a public liability insurance policy for a sum not less than the amount specified in Item 7 of Schedule 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

(b) effect and maintain (and ensure that each Nominated Medical Practitioner effects and maintains) a policy of professional/medical indemnity insurance for a sum not less than the amount specified in Item 8 of Schedule 1, and must ensure that each such policy of professional/medical 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 Contracting Medical Practitioner (and in respect of the Nominated Medical Practitioners, the Nominated Medical Practitioner) for any claim arising from, or related to, the provision of the Services pursuant to this Agreement.

12.1.2 The Contracting Medical Practitioner must ensure that:

(a) the policy of insurance specified in clause (b) (in respect of the Contracting Medical Practitioner) covers the Contracting Medical
Practitioner for the Medical Services provided by the Contracting Medical Practitioner within their approved Scope of Clinical Practice;

(b) each policy of insurance specified in clause (b) (in respect of each Nominated Medical Practitioner) covers each Nominated Medical Practitioner for the Medical Services provided by each Nominated Medical Practitioner within their approved Scope of Clinical Practice; and

(c) the Contracting Medical Practitioner and each Nominated Medical Practitioner complies with the terms and conditions of the insurance policies specified in clause (b), including all reporting requirements.

12.1.3 Without limiting the Contracting Medical Practitioner’s obligations under this clause Error! Reference source not found., the Contracting Medical Practitioner must immediately advise Country Health SA in writing:

(a) if at any time during the Term the Contracting Medical Practitioner or 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; and

(d) of any material change to the insurance policies required under this clause.

12.1.4 The Contracting Medical Practitioner must prior to providing the Services provide Country Health SA with insurance certificates of currency for the insurances required under this clause. At any time during the Term, Country Health SA may require the Contracting Medical Practitioner to provide proof that the policies of insurance have been maintained and/or to provide copies of the policies of insurance.

12.2 Workers Compensation Insurance

The Contracting Medical Practitioner is responsible for complying with any requirements in relation to workers’ compensation legislation in relation to Nominated Medical Practitioners.

12.3 Disclaimer

Country Health SA 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 Contracting Medical Practitioner acknowledges and agrees that it is the Contracting Medical Practitioner’s responsibility to assess and consider the risks and scope of insurances required under this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Country Health SA owns or has rights to use all Intellectual Property Rights in all Documents, Medical Records and other proprietary information of Country Health SA 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 (“Country Health SA Intellectual Property”).
13.2 Intellectual Property Rights in all Documents become Country Health SA Intellectual Property on their creation by the Contracting Medical Practitioner or a Nominated Medical Practitioner.

13.3 Country Health SA gives the Contracting Medical Practitioner a non-exclusive licence to use the Country Health SA Intellectual Property for providing Services under this Agreement. That licence may not be sub-licensed or transferred, except to a Nominated Medical Practitioner for the purposes of providing the Services under this Agreement.

13.4 The Contracting Medical Practitioner must not infringe the Intellectual Property Rights of any person in performing its obligations under this Agreement.

13.5 The Contracting Medical Practitioner must indemnify and keep indemnified Country Health SA against all costs, expenses and liabilities whatsoever arising out of or in connection with any claim that the Contracting Medical Practitioner has infringed the Intellectual Property Rights of any person, except to the extent that the claim relates to an infringement by Country Health SA in relation to Country Health SA Intellectual Property or Intellectual Property referred to in clause 13.1.

13.6 The Contracting Medical Practitioner must not copy assign, license or otherwise convey or deal with any part of Country Health SA’s Intellectual Property without first obtaining the written consent of Country Health SA, which consent may be given or withheld in Country Health SA’s absolute and unfettered discretion.

14. DISPUTE RESOLUTION PROCESS

14.1 Preliminary

14.1.1 Disputes in relation to this Agreement must be resolved in accordance with this clause 14.

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

14.1.3 Subject to sub-clauses 14.1.2, 14.3 and 14.4, all disputes must be resolved in accordance with clause 14.2.

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

14.1.5 Clause 14 survives any expiry or termination of this Agreement.

14.2 General

Subject to clause 14.1, neither party may commence legal proceedings without attempting to resolve a dispute arising under this Agreement as follows:

14.2.1 the local Country Health SA Regional Director and the Contracting Medical Practitioner will attempt to settle by negotiation the dispute in relation to this Agreement ("Negotiators");

14.2.2 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 Country Health SA to the Chief Operating Officer or another senior officer of Country Health SA who has not previously been involved in the dispute;
14.2.3 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.

14.2.4 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.

14.2.5 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.

14.3 **Clinical Matters**

14.3.1 Any dispute in connection with a Nominated Medical Practitioner’s Scope of Clinical Practice or clinical conduct must not be dealt with under clause 14, 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 Policy.

14.3.2 In the event of any dispute in connection with a Nominated Medical Practitioner’s Scope of Clinical Practice or clinical conduct, Country Health SA may by notice in writing to the Contracting Medical Practitioner immediately suspend that Nominated Medical Practitioner from providing Medical Services at the Hospital.

14.3.3 The Contracting Medical Practitioner must ensure that the Nominated Medical Practitioner immediately ceases to provide any Medical Services at the Hospital where Country Health SA has issued a written notice under clause 14.3.2.

14.3.4 The resumption of the provision of Medical Services by the Nominated Medical Practitioner is at the discretion of Country Health SA.

14.4 **Fee related matters**

Any dispute in connection with fees relating to service provided by a Nominated Medical Practitioner or the Contracting Medical Practitioner must not be dealt with under clause 14, but will be subject to and dealt with in accordance with the procedure in respect to dispute over payment of fees referred to in SARMFA.

15. **PRIVATE PATIENTS**

15.1 Country Health SA agrees to allow the Contracting Medical Practitioner and Nominated Medical Practitioners access to the Hospitals to enable them to provide medical services to private patients, however Country Health SA is under no binding obligation to provide such facilities where in the opinion of Country Health SA it does not have the capability or capacity to do so.
15.2 Country Health SA agrees:

15.2.1 to routinely provide the Contracting Medical Practitioner with a copy of the Emergency Department Medical Record for medical services provided by the Contracting Medical Practitioner and Nominated Medical Practitioners to private patients; and

15.2.2 to provide the Contracting Medical Practitioner with access to copies of any Medical Records for medical services provided by the Contracting Medical Practitioner and Nominated Medical Practitioners to private patients.

15.3 The Contracting Medical Practitioner agrees:

15.3.1 medical services to private patients must be provided within the Scope of Clinical Practice;

15.3.2 that the Contracting Medical Practitioner and Nominated Medical Practitioners must complete and maintain medical records and discharge notes in the same manner and to the same standard as required by Country Health SA employees;

15.3.3 any medical records or discharge notes created by the Contracting Medical Practitioner or Nominated Medical Practitioners for medical services rendered to private patients remain the property of Country Health SA and Country Health SA will provide the Contracting Medical Practitioner or Nominated Medical Practitioners with access to copies of any such medical records and discharge notes as soon as reasonably practicable upon request by the Contracting Medical Practitioner or Nominated Medical Practitioners.

15.3.4 the Contracting Medical Practitioner is responsible for rendering accounts for private practice and collecting payment for same;

15.3.5 the Contracting Medical Practitioner must not represent to any person, including the Contracting Medical Practitioner’s own private patients, that the medical services provided to private patients are being provided by, or are the responsibility of, Country Health SA; and

15.3.6 Country Health SA assumes no legal liability for any medical services provided by the Contracting Medical Practitioner to private patients except to the extent that any such liability arises from:

(a) any negligence, wrongful act or omission or breach of duty of or by Country Health SA; and

(b) any breach by Country Health SA of any of the provisions of this Agreement.

16. PROVISION OF PERSONAL INFORMATION

16.1 Prior to the Commencement Date, the Contracting Medical Practitioner must provide Country Health SA with:

16.1.1 the Contracting Medical Practitioner’s contact details including a business address, facsimile number, office phone number, email address and mobile phone number (if any);

16.1.2 all of the Nominated Medical Practitioners contact details including a home address, facsimile number, email address and phone number (if any).
16.2 During the Term, the Contracting Medical Practitioner must promptly provide Country Health SA with details of any updates or new contact details as described in clause 16.1.

16.3 Notwithstanding anything in clauses 10.3 and 15.2, the Contracting Medical Practitioner acknowledges and agrees that Country Health SA’s obligations under clauses 10.3 and 15.2 (which relate to the disclosure of Personal Information) are at all times subject to Country Health SA being permitted to make such disclosures of Personal Information under Section 93 of the Health Care Act 2008 (SA).

17. PRIVACY POLICY DIRECTIVE
The Contracting Medical Practitioner (if a natural person) and the Nominated Medical Practitioner must:

(a) comply with the Privacy Policy Directive;
(b) implement as far as practicable the Privacy Policy Directive, related policies, principles and guidelines or such directions at the request of Country Health SA; and
(c) use such reasonable measures to prevent a breach of the Privacy Policy Directive to the satisfaction of Country Health SA,
as it relates to any Personal Information held or acquired under this Agreement.

18. ACTING ETHICALLY
The Contracting Medical Practitioner and the Nominated Medical Practitioners will conduct themselves in a manner that does not invite, directly or indirectly, Country Health SA’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 Country Health SA’s interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

19. ICAC
19.1 Country Health SA is a “public authority” for the purposes of the Independent Commissioner Against Corruption Act 2012 (SA) (“ICAC Act”). Country Health SA must report to the Office of Public Integrity matters that Country Health SA reasonably suspects involve corruption, or serious or systematic misconduct or maladministration in public administration as required by Part 4 of the ICAC Act and the Independent Commissioner Against Corruption Directions and Guidelines (“Guidelines”) (available at www.icac.sa.gov.au).

19.2 The Contracting Medical Practitioner acknowledges that:-

19.2.1 the supply of the Services may involve public administration by Country Health SA pursuant to the ICAC Act; and

19.2.2 as it is supplying the Services to Country Health SA, the Contracting Medical Practitioner:

(a) is a public officer for the purposes of the ICAC Act; and
(b) is subject to the obligations under the ICAC Act and Guidelines, including, but not limited to the obligation to report to the Office of
Public Integrity matters that the Contracting Medical Practitioner reasonably suspects involves corruption, or serious or systematic misconduct or maladministration in public administration.

20. **RESPECTFUL BEHAVIOUR**

20.1 The Contracting Medical Practitioner acknowledges Country Health SA’s zero tolerance towards men’s violence against women in the workplace and the broader community.

20.2 The Contracting Medical Practitioner agrees that, in performing the Services, the Contracting Medical Practitioner’s personnel will at all times:

   20.2.1 act in a manner that is non-threatening, courteous, and respectful; and
   20.2.2 comply with any instructions, policies, procedures or guidelines issued by Country Health SA regarding acceptable workplace behaviour.

20.3 If Country Health SA believes that the Contracting Medical Practitioner’s personnel are failing to comply with the behavioural standards specified in this clause, then Country Health SA may in its absolute discretion:

   20.3.1 prohibit access by the relevant Contracting Medical Practitioner’s personnel to Country Health SA’s premises; and
   20.3.2 direct the Contracting Medical Practitioner to withdraw the relevant Contracting Medical Practitioner’s personnel from providing the Services.

21. **SA INDUSTRY PARTICIPATION**

The Contracting Medical Practitioner 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 Country Health SA.

22. **EX-GOVERNMENT EMPLOYEES**

The Contracting Medical Practitioner must not accept the services of any person who, either directly or through an independent contractor or third party, within the last three years, 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.

23. **COMPLIANCE WITH POLICIES**

The Contracting Medical Practitioner undertakes to comply with all South Australian Government, SA Health and Country Health SA policies of which Country Health SA informs the Contracting Medical Practitioner which relate to the performance of the Contracting Medical Practitioner’s obligations under this Agreement.
24. **WORK HEALTH AND SAFETY**

24.1 The Contracting Medical Practitioner and the Nominated Medical Practitioner must comply with the *Work Health and Safety Act 2012* (SA) at all times, regardless of whether Country Health SA issues direction in that regard or not.

24.2 The Contracting Medical Practitioner and Nominated Medical Practitioner must comply with the instructions and the policies of Country Health SA regarding work health and safety matters.

24.3 If the Contracting Medical Practitioner or Nominated Medical Practitioner becomes aware of any potentially hazardous situation at the Hospital, the Contracting Medical Practitioner or Nominated Medical Practitioner must immediately bring it to Country Health SA's attention.

25. **PUBLICITY**

The Contracting Medical Practitioner must not and ensure that the Nominated Medical Practitioners must not make or permit to be made a public announcement or media release about any aspect of this Agreement without Country Health SA's prior written consent.

26. **NON-DISPARAGEMENT**

26.1 The Contracting Medical Practitioner must not and ensure that the Nominated Medical Practitioners must:

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

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

in connection with any dispute or disagreement that the Contracting Medical Practitioner or Nominated Medical Practitioner has or may have with Country Health SA in connection with this Agreement.

27. **NOTICES**

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

27.1 must be in writing

27.2 must clearly identify the purpose of the communication;

27.3 in the case of a notice to:

27.3.1 Country Health SA, must be addressed to the Country Health SA’s Representative;

27.3.2 the Contracting Medical Practitioner, must be addressed to the Contracting Medical Practitioner’s Representative;

27.4 must be either:
27.4.1 left at the address of the addressee; or
27.4.2 within Australia, sent by prepaid ordinary post to the address of the addressee; or
27.4.3 sent by facsimile or email transmission to the addressee’s facsimile number or email address;

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

27.6 is taken to be received:
27.6.1 if left at the address of the addressee, the day it is left;
27.6.2 if sent by post within Australia, on the third day after posting;
27.6.3 if sent by facsimile, on production of a transmission report by the sending machine indicating the facsimile was sent in its entirety to the facsimile number of the recipient; or
27.6.4 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,

28. SCREENING AND SECURITY

28.1 Fundamental Rights

Without limiting the operation of any other clause, the Contracting Medical Practitioner acknowledges that CHSALHN’s rights under this clause are fundamental to this Agreement.

28.2 Meaning of Words

In this clause 28:

28.2.1 “child-related position” means a position that requires or involves, or is reasonably foreseeable or likely to require or involve, one or more of the following functions:
   (a) working with children or in close proximity to children on a regular basis, unless the work is directly supervised at all times;
   (b) supervising or managing persons in positions requiring or involving working with children or in close proximity to children on a regular basis;
   (c) access to records that relate to a child or children; or
   (d) a function prescribed by South Australian law as requiring a working with children clearance certificate;

28.2.2 “National Police Certificate” means a National Police Certificate obtained from SA Police or through an accredited CrimTrac organisation;

28.2.3 “working with children clearance certificate” means a working with children certificate issued by the Department for Communities and Social Inclusion Screening Unit (or, with the approval of CHSALHN, another screening unit established, prescribed or declared under South Australian
law as authorised to issue working with children certificates), which is current in accordance with South Australian law and either provides clearance or does not prohibit a person from undertaking a child-related position.

28.3 Working With Children Screening

The Contracting Medical Practitioner must, for the purpose of establishing or maintaining child safe environments, ensure that if the Contracting Medical Practitioner and/or Nominated Medical Practitioners currently occupies or acts, or proposes to occupy or act, in a child-related position, the Contracting Medical Practitioner and Nominated Medical Practitioners each hold a working with children clearance certificate that is relevant to the Contracting Medical Practitioner’s and Nominated Medical Practitioner’s current or proposed role in a child-related position.

28.4 Additional Screenings

28.4.1 Without limiting the operation of clause 28.3, the Contracting Medical Practitioner must ensure that the Contracting Medical Practitioner and Nominated Medical Practitioners have undergone the following screening assessments for the purposes of assisting CHSALHN to assess the Contracting Medical Practitioner’s and Nominated Medical Practitioner's criminal history status and suitability to perform the Services, or to access the Hospital or CHSALHN’s Information Technology Systems under this Agreement:

(a) a National Police Certificate;
(b) any non child-related position screening assessments required by law; and
(c) any child-related or non child-related position screening assessments requested by CHSALHN at CHSALHN’s sole discretion or required by any policies of CHSALHN or SA Health.

28.5 Other Information

Without limiting the operation of clauses 28.3 and 28.4, the Contracting Medical Practitioner must obtain any information required by CHSALHN to enable CHSALHN to establish, at CHSALHN’s sole discretion, that the Contracting Medical Practitioner and Nominated Medical Practitioners are suitable person/s to perform the Services, or to access the Hospital or CHSALHN’s IT Systems under this Agreement.

28.6 CHSALHN’s Enquiries

CHSALHN may (but need not) conduct any investigations CHSALHN deems necessary in connection with the matters referred to in clauses 28.3, 28.4 and 28.5.

28.7 Comply with Policies

CHSALHN may inform the Contracting Medical Practitioner of any policies of SA Health and CHSALHN from time to time in relation to the subject matter of this clause 28 and the Contracting Medical Practitioner must comply with those policies.

28.8 Disclosure to CHSALHN

28.8.1 The Contracting Medical Practitioner consents to CHSALHN and the Department for Health and Ageing reading and keeping copies of:

(a) any working with children clearance certificate obtained under clause 28.3;
28.8.2 The Contracting Medical Practitioner agrees to provide copies to CHSALHN of the documents referred to in clause 28.8.1 within the following time frames (unless otherwise agreed by CHSALHN):

(a) prior to the Contracting Medical Practitioner and/or Nominated Medical Practitioners first performing the Services or accessing the Hospital or CHSALHN's Information Technology Systems under this Agreement; and

(b) subsequently:

(i) for a working with children clearance certificate obtained under clause 28.3 - at least 14 days prior to the expiry date of the Contracting Medical Practitioner's and Nominated Medical Practitioner's existing working with children clearance certificate;

(ii) for a National Police Certificate - at least 14 days prior to the third anniversary of the date of the Contracting Medical Practitioner's and Nominated Medical Practitioner's existing National Police Certificate;

(iii) for any other screening assessments required by law under clause 28.4.1(b) - at least 14 days prior to the expiry date of the Contracting Medical Practitioner's and Nominated Medical Practitioners' existing screening assessments;

(iv) for any other screening assessments required by the policies of SA Health or CHSALHN or requested by CHSALHN under clause 28.4.1(c) - at least 14 days prior to the expiry date of the relevant Contracting Medical Practitioner’s and Nominated Medical Practitioners’ existing screening assessments or, if applicable, within the time frame specified by any relevant policy of SA Health or CHSALHN; and

(v) for any other information required by CHSALHN under clause 28.5 - within 14 days of CHSALHN's request.

28.9 CHSALHN May Give Direction

Without limiting the operation of clause 28.10 below, if CHSALHN (in CHSALHN’s sole discretion) forms the view that the Contracting Medical Practitioner or Nominated Medical Practitioner is not suitable to perform the Services, or to access the Hospital or CHSALHN's Information Technology Systems under this Agreement, CHSALHN may (at CHSALHN’s sole discretion and without liability to the Contracting Medical Practitioner) direct the Contracting Medical Practitioner and/or Nominated Medical Practitioner/s to cease providing the Services, and accessing the Hospital and CHSALHN's Principal’s Information Technology Systems under this Agreement, and the Contracting Medical Practitioner and Nominated Medical Practitioners must do so immediately.
28.10 **Suitability**

If at any time the Contracting Medical Practitioner becomes aware of any information that may negatively affect CHSALHN’s approval or acceptance of the Contracting Medical Practitioner or Nominated Medical Practitioners suitability to perform the Services, or access the Hospital or CHSALHN’s Information Technology Systems under this Agreement, the Contracting Medical Practitioner must:

28.10.1 immediately notify and consult with CHSALHN’s principal authorised officer for such matters being, at the date of this Agreement, the Director of Workforce (or equivalent) of CHSALHN;

28.10.2 immediately cease performing the Services, and accessing the Hospital and CHSALHN’s Information Technology Systems under this Agreement, until the Contracting Medical Practitioner and/or Nominated Medical Practitioners are cleared by CHSALHN to return;

28.10.3 immediately notify CHSALHN in writing of all known facts about the circumstances in which the Contracting Medical Practitioner and Nominated Medical Practitioners have in any way performed the Services, or has accessed the Hospital or CHSALHN’s Information Technology Systems under this Agreement;

28.10.4 provide on an ongoing basis full details to CHSALHN of the circumstances relating to the Contracting Medical Practitioner and Nominated Medical Practitioners as they relate to the matters under this clause 28, as and when those details become known to the Contracting Medical Practitioner; and

28.10.5 comply with any reasonable directions of CHSALHN with respect to the Contracting Medical Practitioner and Nominated Medical Practitioners and with respect to preventing harm and to protecting affected clients, patients and staff and the interests of CHSALHN.

28.11 **Effect of Non-Compliance**

28.11.1 If the Contracting Medical Practitioner does not comply with the requirements of this clause 28, then without limiting any other remedy available to CHSALHN, CHSALHN may:

(a) refuse the Contracting Medical Practitioner and Nominated Medical Practitioners entry to the Hospital (without liability to the Contracting Medical Practitioner); and

(b) terminate this Agreement.

28.11.2 Despite any exercise by CHSALHN of its rights under clause 28.11.1, the Contracting Medical Practitioner must for so long as CHSALHN directs:

(a) provide on an ongoing basis full details to CHSALHN of the Contracting Medical Practitioner’s and Nominated Medical Practitioners’ circumstances as they relate to the matters under this clause 28; and

(b) comply with any other reasonable directions of CHSALHN with respect to the matters under this clause 28.
28.11.3 Any exercise by CHSALHN of CHSALHN’s rights under clause 28.11.1:

(a) do not limit CHSALHN’s right to pursue any claim against the Contracting Medical Practitioner arising in respect of a breach by the Contracting Medical Practitioner of its obligations under this Agreement; and

(b) will not give rise to any liability owing to the Contracting Medical Practitioner.

28.12 Costs of Compliance

The Contracting Medical Practitioner is responsible for all costs and expenses associated with the Contracting Medical Practitioner’s compliance with the Contracting Medical Practitioner’s obligations under this clause 28 regarding screenings and security, as well as any other requirements arising under legislation and the policies of SA Health and CHSALHN from time to time.

28.13 No Derogation

Nothing in this clause 28 relieves the Contracting Medical Practitioner of any obligation with respect to the Contracting Medical Practitioner’s performance of the Services.

29. MISCELLANEOUS

29.1 Costs

Each party agrees to bear their own legal and other costs in connection with the preparation, execution and completion of this Agreement and of other related documentation.

29.2 Disclosure Of Contract

29.2.1 Country Health SA 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.

29.2.2 Nothing in this clause derogates from:

(a) the Contracting Medical Practitioner’s obligations under any provisions of this Agreement; or

(b) the provisions of the Freedom of Information Act 1991 (SA).

29.3 Assignment

29.3.1 The Contracting Medical Practitioner must not:

(a) assign, encumber or otherwise transfer any of its rights or obligations under this Agreement; or

(b) subject to clause 7, sub-contract the performance of any of its obligations under this Agreement, without Country Health SA’s prior written consent.

29.3.2 Country Health SA must not outsource or assign rights and obligations under this Agreement to another party without giving 6 months written notice to the Contracting Medical Practitioner.
29.3.3 Notwithstanding the preceding sub-clause it is acknowledged that the rights and liabilities of instrumentalities of the Crown in right of the State of South Australia may be transferred by operation of law.

29.4 **Waiver and Variation**

A provision of or a right created under this Agreement may not be:

29.4.1 waived, except in writing signed by the party granting the waiver; or

29.4.2 varied, except in writing signed by the parties.

29.5 **Consents**

A party may give (conditionally or unconditionally) or withhold its approval or consent in its absolute discretion unless this Agreement expressly provides otherwise.

29.6 **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.

29.7 **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.

29.8 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties for the provision of Services by the Contracting Medical Practitioner at the Hospital and supersedes any prior arrangements, agreements, representations or undertakings.

29.9 **Inconsistency**

In the event of any inconsistency between the Scope of Clinical Practice in South Australian Public Health Services 2009 and this Agreement relating to scope of clinical practice, conduct and governance, the processes in the Scope of Clinical Practice in South Australian Public Health Services 2009, in relation to these matters, shall prevail to the extent only of the inconsistency.

29.10 **Survival**

The clauses of this Agreement relating to indemnities, professional indemnity insurance, access to documents and confidentiality survive the expiry or termination of this Agreement. In relation to Confidential Information, the obligations continue to apply unless Country Health SA notifies the Contracting Medical Practitioner of its release from those obligations.

29.11 **Auditor General**

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

29.12 **Nature of Contracting Medical Practitioner**

29.12.1 If the Contracting Medical Practitioner is a party to this Agreement in his, her, or its capacity as a trustee for a trust, the Contracting Medical Practitioner warrants to Country Health SA that as of the Commencement Date, it has:
(a) entered into this Agreement in his, her, or its capacity as a trustee of the trust described for the Contracting Medical Practitioner in Schedule 1; and

(b) the power to enter into this Agreement in his, her, or its capacity as a trustee of the trust described for the Contracting Medical Practitioner in Schedule 1 pursuant to the trust deed establishing that trust.

29.12.2 If the Contracting Medical Practitioner is a party to this Agreement in his, her, or its capacity as a partner of a partnership, the Contracting Medical Practitioner warrants to Country Health SA 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 Contracting Medical Practitioner in Schedule 1;

(b) the power to enter into this Agreement in his, her, or its capacity as a partner of the partnership described for the Contracting Medical Practitioner in Schedule 1 pursuant to the partnership deed establishing that partnership; and

(c) the power to bind all other partners of the partnership described for the Contracting Medical Practitioner in Schedule 1.

29.13 Comply with laws
The Contracting Medical Practitioner must comply with the requirements of all Laws.

29.14 Severance

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

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

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

29.15 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.
EXECUTED AS AN AGREEMENT

Country Health SA

EXECUTED by COUNTRY HEALTH SA LOCAL HEALTH NETWORK INC by [...........] who is duly authorised in that regard in the presence of: 

..........................................................                     Signature

..........................................................                     Signature of Witness

..........................................................                     Print Name

..........................................................                     Date

Contracting Medical Practitioner

[insert appropriate clause from the Appendix]
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## SCHEDULE 1
### GENERAL INFORMATION

<table>
<thead>
<tr>
<th>ITEM 1</th>
<th>Contracting Medical Practitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>[<em>insert Name of Contracting Medical Practitioner</em>]</td>
</tr>
<tr>
<td>Trust:</td>
<td>[<em>insert Name of Trust or Not Applicable</em>]</td>
</tr>
<tr>
<td>Partnership:</td>
<td>[<em>insert Name of Partnership or Not Applicable</em>]</td>
</tr>
<tr>
<td>ACN:</td>
<td>[<em>insert ACN or Not Applicable</em>]</td>
</tr>
<tr>
<td>ABN:</td>
<td>[<em>insert ABN or Not Applicable</em>]</td>
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<tr>
<td>Address:</td>
<td>[<em>insert Address</em>]</td>
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<tr>
<td>Telephone:</td>
<td>[<em>insert Telephone No.</em>]</td>
</tr>
<tr>
<td>Facsimile:</td>
<td>[<em>insert Facsimile No. or Not Applicable</em>]</td>
</tr>
<tr>
<td>Email:</td>
<td>[<em>insert Email address</em>]</td>
</tr>
<tr>
<td>AHPRA Reg. No:</td>
<td>[<em>insert Contracting Medical Practitioner AHPRA Reg. No. or Not Applicable</em>] (for sole trader only)</td>
</tr>
<tr>
<td>Contract No:</td>
<td>[<em>insert SARGPA Contract No</em>]</td>
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</table>

<table>
<thead>
<tr>
<th>ITEM 2</th>
<th>Nominated Medical Practitioner/s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>[<em>insert Name</em>]</td>
</tr>
<tr>
<td>NMP File Reference No.</td>
<td>[<em>insert NMP File Reference No. or Not Applicable</em>]</td>
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<tr>
<td>Address:</td>
<td>[<em>insert Address</em>]</td>
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<td>Telephone:</td>
<td>[<em>insert Telephone No.</em>]</td>
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<tr>
<td>Facsimile:</td>
<td>[<em>insert Facsimile No. or Not Applicable</em>]</td>
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<td>Email:</td>
<td>[<em>insert Email address</em>]</td>
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<tr>
<td>AHPRA Reg. No:</td>
<td>[<em>insert AHPRA Reg. No.</em>] (for sole trader only)</td>
</tr>
</tbody>
</table>

<p>| Name: | [<em>insert Name</em>] |
| NMP File Reference No. | [<em>insert NMP File Reference No. or Not Applicable</em>] |
| Address: | [<em>insert Address</em>] |
| Telephone: | [<em>insert Telephone No.</em>] |
| Facsimile: | [<em>insert Facsimile No. or Not Applicable</em>] |
| Email: | [<em>insert Email address</em>] |</p>
<table>
<thead>
<tr>
<th>ITEM 3</th>
<th>Representatives</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Country Health SA’s Representative</strong></td>
<td></td>
</tr>
</tbody>
</table>
| Name/Position: | Stephen Ramsdall  
Director Strategic Medical Initiatives  
Country Health SA |
| Address: | Oxford Terrace  
Port Lincoln 5606 |
| Telephone: | 0428 834 089 |
| Facsimile: | 08 8226 4010 |
| Email: | stephen.ramsdall@health.sa.gov.au |
| Does the Country Health SA’s Representative have the power to amend the Schedules and Annexures as referred to in clause 3.1.3? | **YES** |

| **Contracting Medical Practitioner’s Representative** |
| Name: | *insert Name* |
| Address: | *insert Address* |
| Telephone: | *insert Telephone No.* |
| Facsimile: | *insert Facsimile No. or Not Applicable* |
| Email: | *insert Email address* |
| Does the Contracting Medical Practitioner’s Representative have the power to amend the Schedules and Annexures as referred to in clause 3.1.3? | **YES** |

<table>
<thead>
<tr>
<th>ITEM 4</th>
<th>Hospital(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td><em>insert Name</em></td>
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<tr>
<td>Address:</td>
<td><em>insert Address</em></td>
</tr>
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</table>

| Name: | *insert Name* |
| Address: | *insert Address* |

| Name: | *insert Name* |
| Address: | *insert Address* |
ITEM 5  Commencement Date
Commencement Date: [*insert Commencement Date*]

ITEM 6  Expiry Date
Expiry Date: [*insert Expiry Date*]

ITEM 7  Public Liability Insurance
Minimum Amount: [*insert Amount*]

ITEM 8  Professional / Medical Indemnity Insurance
Minimum Amount: [*insert Amount*]

ITEM 9  Optional Extension of Term
[*insert period of extended Term: i.e. 12 months, etc.*]

ITEM 10 South Australian Rural Medical Fee Agreement
[*insert the name of the applicable South Australian Rural Medical Fee Agreement that applies to this Agreement - i.e. “South Australian Rural Medical Fee Agreement (Large Hospitals)” or “South Australian Rural Medical Fee Agreement (Small Hospitals)”*]

[End of Schedule 1]
## SCHEDULE 2

### SCOPE OF MEDICAL SERVICES COVERED UNDER THIS CONTRACT

<table>
<thead>
<tr>
<th>Nominated Medical Practitioner</th>
<th>Approved Credentialing</th>
<th>Expiry Date of Credentialing</th>
<th>Approved Scope of Clinical Practice</th>
<th>Expiry Date of SoCP</th>
<th>Special Conditions</th>
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<tbody>
<tr>
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[End of Schedule 2]
**SCHEDULE 3**

**AVAILABILITY**

The following service expectations (as may be applicable) apply under this Agreement.

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<thead>
<tr>
<th>Service Type</th>
<th>Availability Details</th>
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<tbody>
<tr>
<td>In-Patient Services</td>
<td>[<em>insert details of times required to be available to provide these services</em>]</td>
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<tr>
<td>Emergency On-Call</td>
<td>[<em>insert details of times required to be available to provide these services</em>]</td>
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<tr>
<td>Anaesthetics On-Call</td>
<td>[<em>insert details of times required to be available to provide these services</em>]</td>
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<tr>
<td>Obstetrics On-Call</td>
<td>[<em>insert details of times required to be available to provide these services</em>]</td>
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<tr>
<td>Surgical on-Call</td>
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<td><em>insert details of times required to be available to provide these services</em></td>
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</table>

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<tr>
<th>Other</th>
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<tbody>
<tr>
<td><em>insert details of times required to be available to provide these services</em></td>
</tr>
<tr>
<td>Nominated Medical Practitioner</td>
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<td>Nominated Medical Practitioner</td>
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<td>[<em>insert name</em>]</td>
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**TOTALS**
(Number of Nominated Medical Practitioners providing 365, 24/7 service by this Contracting Medical Practitioner)

<table>
<thead>
<tr>
<th>TOTALS</th>
<th>Emergency</th>
<th>Anaesthetics</th>
<th>Obstetrics</th>
<th>Surgical</th>
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**Additional Comments**

[*insert details*]
<table>
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<tr>
<th>Nominated Medical Practitioner</th>
<th>GP Medicine</th>
<th>Anaesthetics</th>
<th>Obstetrics</th>
<th>Surgical</th>
<th>Comments</th>
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<tbody>
<tr>
<td>[<em>insert name</em>]</td>
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</table>
## In-Patient Availability at [*insert campus name*]

<table>
<thead>
<tr>
<th>Nominated Medical Practitioner</th>
<th>GP Medicine</th>
<th>Anaesthetics</th>
<th>Obstetrics</th>
<th>Surgical</th>
<th>Comments</th>
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### TOTALS
(Number of Nominated Medical Practitioners providing 365, 24/7 service by this Contracting Medical Practitioner)

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<th>TOTALS</th>
<th>GP Medicine</th>
<th>Anaesthetics</th>
<th>Obstetrics</th>
<th>Surgical</th>
<th>Comments</th>
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</thead>
</table>

### Additional Comments
[*insert details*]

[End of Schedule 3]
## SCHEDULE 4
### GP REGISTRARS - NOMINATED MEDICAL PRACTITIONERS

**GPA.2017.XXXX CONTRACT NAME**

<table>
<thead>
<tr>
<th>Nominated Medical Practitioner</th>
<th>AHPRA</th>
<th>Trainee scope of Clinical Practice in the Clinical domain of GP Registrar at:</th>
<th>Expiry of Credential</th>
<th>Expiry of Scope of Practice</th>
<th>Nominated Supervisor</th>
<th>GP Registrar Level</th>
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</tbody>
</table>

### Additional Comments

**On Call and in-patient services**

All doctors listed above will provide Emergency on-call and in-patient services with support of their nominated supervisor at the approved scope of clinical practice.

**Additional Services**

All doctors listed above will partake in Meetings as detailed within SARMFA, item 4.2

### Effective period of this Schedule 4

Effective from 1 February 20xx to 31 August 20xx (Semester 1)

or

Effective from 1 August 20xx to 28 February 20xx (Semester 2)

[End of Schedule 4]
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APPENDIX

[DRAFTING NOTE: THIS APPENDIX CONTAINS OPTIONAL EXECUTION BLOCKS FOR CONTRACTING MEDICAL PRACTITIONERS. SELECT THE APPROPRIATE CLAUSE FOR THE PARTICULAR CONTRACTING MEDICAL PRACTITIONERS AND COPY IT INTO THE SPACE PROVIDED ON PAGE 33 OF THE AGREEMENT. COMPLETE THE EXECUTION BLOCK WITH THE CONTRACTING MEDICAL PRACTITIONER’S DETAILS, AND THEN DELETE THIS APPENDIX FROM THE CONTRACTING MEDICAL PRACTITIONER’S AGREEMENT]

[IF THE CONTRACTING MEDICAL PRACTITIONER IS A SOLE TRADER]
EXECUTED by [*insert Contracting Medical Practitioner full name*] ABN [*?*] in the presence of:


..........................................................
Signature

..........................................................
Signature of Witness

..........................................................
Print Name

..........................................................
Date

[OR IF THE CONTRACTING MEDICAL PRACTITIONER IS A BODY CORPORATE]

EXECUTED by [*insert Contracting Medical Practitioner Body Corporate full name*] ABN [*?*] in accordance with section 127 of the Corporations Act 2001 and its Constitution:


..........................................................
Signature of *Director/*Sole Director & Secretary [*delete as applicable]

..........................................................
Signature of *Director/*Secretary [*delete as applicable]

..........................................................
Name of *Director/*Sole Director & Secretary [*delete as applicable]

..........................................................
Name of *Director/*Secretary [*delete as applicable]

..........................................................
Date
OR IF THE CONTRACTING MEDICAL PRACTITIONER IS PARTNER IN A PARTNERSHIP - repeat for each partner

EXECUTED by ["insert Contracting Medical Practitioner’s full name"] ABN ["?"] as a partner in the partnership trading as ["insert partnership trading name"] ABN ["?"]:

..............................................................
Signature

..............................................................
Signature of Witness

..............................................................
Print Name

..............................................................
Date

OR IF THE CONTRACTING MEDICAL PRACTITIONER IS NATURAL PERSON ACTING AS TRUSTEE FOR A TRUST - see advice

EXECUTED by ["insert Contracting Medical Practitioner full name"] acting as a trustee for ["insert trust name"] ABN ["?"] in the presence of:

..............................................................
Signature

..............................................................
Signature of Witness

..............................................................
Print Name

..............................................................
Date
[OR IF THE CONTRACTING MEDICAL PRACTITIONER IS A BODY CORPORATE
ACTING AS TRUSTEE FOR A TRUST - see advice]

EXECUTED by [*insert Contracting Medical Practitioner Body Corporate full name*] ACN [*?*] acting as a trustee
for [*insert trust name*] ABN [*?*] in accordance with section 127 of the
Corporations Act 2001 and its Constitution and the relevant trust deed:


.............................................................
Signature of *Director/*Sole Director & Secretary [*delete as applicable]

.............................................................
Signature of *Director/*Secretary [*delete as applicable]


.............................................................
Name of *Director/*Sole Director & Secretary [*delete as applicable]

.............................................................
Name of *Director/*Secretary [*delete as applicable]

.............................................................
Date