

Visiting Dental Officers - Remuneration and Contract Requirements

Summary To advise of new Visiting Dental Officer hourly rates and superannuation contributions from 1 September 2012, 1 September 2013 and 1 September 2014, and to prescribe new Visiting Dental Officer contract requirements.

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Distributed to Public Health System, Health Associations Unions, Ministry of Health

Audience Administration

Secretary, NSW Health

This Policy Directive may be varied, withdrawn or replaced at any time. Compliance with this directive is mandatory for NSW Health and is a condition of subsidy for public health organisations.

VISITING DENTAL OFFICERS REMUNERATION AND CONTRACT REQUIREMENTS

PURPOSE

The purpose of this Policy Directive is to prescribe Visiting Dental Officer remuneration and service contract requirements.

MANDATORY REQUIREMENTS

The attached procedures set out new requirements for Visiting Dental Officer remuneration and service contracts.

The new rates of remuneration within this Policy Directive are payable to a Visiting Dental Officer who enters into a service contract. These rates are effective from 1 September 2012, 1 September 2013 and 1 September 2014.

Public Health Organisations are to remunerate Visiting Dental Officers in accordance with the requirements set out in the procedures at **Attachment A**. This includes remunerating a Visiting Dental Officer from two different sets of rates, depending on the category of services performed, and separately providing superannuation contributions into the nominated superannuation fund of the Visiting Dental Officer.

Public Health Organisations are to engage or re-engage Visiting Dental Officers following the date of issue of this Policy Directive using the service contract set out in the procedures at **Attachment B**.

IMPLEMENTATION

Chief Executives are accountable for ensuring that:

- The remuneration authorised in this Policy Directive is paid to Visiting Dental Officers, and
- The new Visiting Dental Officer service contracts are brought to the attention of all staff involved in Visiting Dental Officer contract matters and are used for all applicable Visiting Dental Officer engagements and contract renewals.

Any enquiries regarding this Policy Directive should be directed to the Human Resource or Medical Administration staff in the relevant Public Health Organisation. Only Human Resource or Medical Administration officers are to contact the Ministry.

REVISION HISTORY

Version	Approved by	Amendment notes
PD2013_013	Deputy Director-General, Governance, Workforce and Corporate	Replaces PD2007_021 and advises of new hourly rates and superannuation components from 1 September 2012, 1 September 2013 and 1 September 2014, and prescribes new contractual requirements from 1 September 2012
PD2007_021	Director-General	Replaced PD2005_423 and advised applicable rates and contractual requirements from 1 July 2004, 1 July 2005 and 1 July 2006
PD2005_423	Director-General	Replaced Circular 2002/69 + 2003/24 which set out applicable rates and contractual requirements from 1 July 2002 and 1 July 2003

ATTACHMENT

Visiting Dental Officer Remuneration and Contract Requirements- Procedures.

Visiting Dental Officer- Remuneration and Contract Requirements



Issue date: June-2013

PD2013_013

VISITING DENTAL OFFICER REMUNERATION AND CONTRACT REQUIREMENTS

1. Definitions

Dentist means a Visiting Dental Officer registered as a dentist with the Dental Board of Australia.

Dental Specialist means a Visiting Dental Officer who is a Dentist and who has been granted Specialist Registration by the Dental Board of Australia.

Oral and Maxillo-Facial Surgeon means a Visiting Dental Officer who is a Dentist and who is a Fellow of the Royal Australasian College of Dental Surgeons who has satisfied the College's requirements for a Special Field examination in the Special Field of Oral and Maxillo-Facial Surgery.

Public Health Organisation has the same meaning as in the *Health Services Act 1997* (NSW).

Scheduled Session(s) means a period or periods during which the Public Health Organisation and the Visiting Dental Officer agree that the Visiting Dental Officer should provide services, and does not include any emergency services for which the Visiting Dental Officers attendance was required by the public health organisation at a time when the Visiting Dental Officer would not otherwise have attended.

Senior Dental Specialist means a Visiting Dental Officer who is a Dental Specialist as defined and who has practiced as such in a specialty for at least 7 years.

Visiting Dental Officer means a dentist who has been appointed by a Public Health Organisation as a visiting practitioner in accordance with Chapter 8 of the *Health Services Act 1997* to provide dental services as a Dentist, Dental Specialist, Senior Dental Specialist or Oral and Maxillo-Facial Surgeon.

2. Visiting Dental Officer Remuneration

The hourly rates and on-call rates which Public Health Organisations are authorised to pay Visiting Dental Officers are increased by 2.5% effective from 1 September 2012. Further increases of 2.5% will take effect from 1 September 2013 and 1 September 2014.

Visiting Dental Officer remuneration rates are set out at **Attachment A**.

Please note that hourly rates and superannuation contributions are listed in separate columns to ensure consistent and statutorily compliant payments by Public Health Organisations into the nominated superannuation funds of Visiting Dental Officers.

Where the Visiting Dental Officer reasonably supplies consumables in the performance of services for a Public Health Organisation, the organisation will reimburse the Visiting Dental Officer for the reasonable cost of such consumables upon the production of receipts.

3. Funding

Funding for each 2.5% increase will be available in the Public Health Organisations' Goods and Services budgets.

4. Appointment and Contract Requirements

A Visiting Dental Officer is appointed as a visiting practitioner in accordance with Chapter 8 of the *Health Services Act 1997*. The appropriate standards and the procedural and regulatory requirements, including the granting of clinical privileges, are set out in the *Visiting Practitioners Appointment* Policy Directive (PD2005_496), as amended from time to time, including the New Arrangements below.

The new Visiting Dental Officer service contract is effective immediately. A Visiting Dental Officer is to be engaged or reappointed following the issue of this Policy Directive using the new service contract at **Attachment B**.

A Visiting Dental Officer is to provide dental services for Scheduled Session(s), not being on a fee-for-service basis. A Public Health Organisation must not allocate a Visiting Dental Officer more than 455 hours over a calendar year in respect of Scheduled Session(s).

A Visiting Dental Officer is to be classified as a Dentist, Dental Specialist, Senior Dental Specialist or Oral and Maxillo-Facial Surgeon in accordance with this Policy Directive. A Visiting Dental Officer may apply to the Public Health Organisation for promotion to a higher level of experience or a new classification at any time.

The Visiting Dental Officer must take out and maintain appropriate professional indemnity insurance that meets the minimum terms and conditions specified by the Dental Board of Australia.

5. New Arrangements

Performance reviews

Under a new service contract, Public Health Organisations are to review Visiting Dental Officer performance in accordance with the *Visiting Medical Officer (VMO) Performance Review Arrangements* Policy Directive (PD2011_010), as amended from time to time.

Reappointments

New arrangements have been approved whereby Public Health Organisations have the discretion to appoint a Visiting Dental Officer with an existing appointment for a further term without advertisement where:

- the role and responsibilities of the Visiting Dental Officer remains largely unchanged since s/he was originally appointed; and
- there has been a Level 2 performance review of the Visiting Dental Officer in accordance with PD2011_010 in the penultimate year of the term of his/her appointment and the performance has been found to be such as to warrant renewal without advertisement.

This does not preclude a Public Health Organisation from advertising the availability of a Visiting Dental Officer appointment if it is considered appropriate to do so.

6. Enquiries

Any enquiries regarding this policy should be directed to the Human Resource staff in the relevant Public Health Organisation. Only Human Resource staff in Public Health Organisations are to contact the Ministry.

LIST OF ATTACHMENTS

- A. Visiting Dental Officer Remuneration - New Rates from 1 September 2012, 1 September 2013 and 1 September 2014.
- B. Visiting Dental Officer Service Contract.

**VISITING DENTAL OFFICER REMUNERATION - NEW RATES
FROM 1 SEPTEMBER 2012, 1 SEPTEMBER 2013 AND 1 SEPTEMBER 2014**

EXPLANATORY NOTES

1. Visiting Dental Officer rates set out below show the hourly rates (exclusive of superannuation payments) and the superannuation contribution. The superannuation contribution must be paid into the Visiting Dental Officer's nominated superannuation fund. The previous Policy Directive (PD2007_021) combined these two rates into an 'all inclusive' Visiting Dental Officer hourly rate.
2. As mandated by the Commonwealth Government, superannuation guarantee rates are increasing on 1 July each year between 2013 and 2019. The tables below specify superannuation payments as at 1 September each year as they relate to the adjusted VDO hourly rates. Separate adjustments to superannuation payments will be required on 1 July of each year in line with the increases in superannuation guarantee rates.
3. A Public Health Organisation must not allocate a Visiting Dental Officer more than 455 hours over a calendar year in respect of Scheduled Session(s).
4. The hourly rate is to be calculated on a proportionate basis to the nearest quarter hour.

Category A Work – Emergency/ Trauma Services in Theatre

Where the Public Health Organisation urgently requires the attendance of a Visiting Dental Officer to perform emergency/ trauma services in theatre and calls the Visiting Dental Officer to perform those services, the Visiting Dental Officer is to be paid the appropriate hourly rate into the Visiting Dental Officer's bank account and superannuation into the Visiting Dental Officer's nominated superannuation fund as follows:

Classification of Visiting Dental Officer	01/09/2012 \$ per hour (exclusive of super)	01/09/2012 \$ per hour to be paid into VDO's super fund	01/09/2013 \$ per hour (exclusive of super)	01/09/2013 \$ per hour to be paid into VDO's super fund	01/09/2014 \$ per hour (exclusive of super)	01/09/2014 \$ per hour to be paid into VDO's super fund
Dentist with less than 5 years experience	100.34	9.03	102.85	9.51	105.42	10.01
Dentist with at least 5 years experience	112.19	10.10	114.99	10.64	117.87	11.20
Dental Specialist	135.79	12.22	139.18	12.87	142.66	13.55
Senior Dental Specialist	147.54	13.28	151.23	13.99	155.01	14.73
Oral and Maxillo-Facial Surgeon	171.15	15.40	175.43	16.23	179.81	17.08

Category B Work – All Other Services

Whilst performing all other services not included in Category A Work above, the Visiting Dental Officer is to be paid the appropriate hourly rate into the Visiting Dental Officer's bank account and superannuation into the Visiting Dental Officer's nominated superannuation fund as follows:

Classification of Visiting Dental Officer	01/09/2012 \$ per hour (exclusive of super)	01/09/2012 \$ per hour to be paid into VDO's super fund	01/09/2013 \$ per hour (exclusive of super)	01/09/2013 \$ per hour to be paid into VDO's super fund	01/09/2014 \$ per hour (exclusive of super)	01/09/2014 \$ per hour to be paid into VDO's super fund
Dentist with less than 5 years experience	58.96	5.31	60.44	5.59	61.95	5.89
Dentist with less than 5 years experience plus chairside assistant.	67.33	6.06	69.01	6.38	70.74	6.72
Dentist with at least 5 years experience but less than 10 years experience	70.90	6.38	72.68	6.72	74.49	7.08

Dentist with at least 5 years experience but less than 10 years experience plus chairside assistant	79.18	7.13	81.16	7.51	83.19	7.90
Dentist with at least 10 years experience	82.75	7.45	84.82	7.85	86.94	8.26
Dentist with at least 10 years experience plus chairside assistant	90.84	8.18	93.11	8.61	95.44	9.07
Dental Specialist (excluding OMF Surgeon)	94.41	8.50	96.77	8.95	99.19	9.42
Dental Specialist (excluding OMF Surgeon) plus chairside assistant.	102.69	9.24	105.26	9.74	107.89	10.25
Senior Dental Specialist (excluding OMF Surgeon)	106.26	9.56	108.92	10.08	111.64	10.61
Senior Dental Specialist (excluding OMF Surgeon) plus chairside assistant	114.44	10.30	117.30	10.85	120.23	11.42
Oral and Maxillo-Facial Surgeon	147.54	13.28	151.23	13.99	155.01	14.73

Category A or B Work – Travelling Time for Unscheduled Sessions

Where the Public Health Organisation urgently requires the attendance of a Visiting Dental Officer and calls the Visiting Dental Officer in to perform services, the Visiting Dental Officer is to be paid travelling time of up to 20 minutes each way, and be paid a minimum payment of 1 hour, including travelling time.

Oral and Maxillo-Facial Surgeons On-Call Services

Oral and Maxillo-Facial Surgeons rostered to be on-call at participating public hospitals will be paid for each hour rostered on-call as follows:

Oral and Maxillo-Facial Surgeons On-Call	01/09/2012	01/09/2013	01/09/2014
	\$ per hour	\$ per hour	\$ per hour
	9.33	9.56	9.80

The on-call allowance shall not be payable during periods an Oral and Maxillo-Facial Surgeon is on leave or absence or whilst travelling or rendering services pursuant to being called in or otherwise in accordance with the service contract.

Where an Oral and Maxillo-Facial Surgeon is rostered to be on-call at more than one hospital at the same time, the Oral and Maxillo Facial Surgeon shall be entitled to receive an on-call allowance only from that hospital to which the Oral and Maxillo-Facial Surgeon has the greatest on-call commitment, or where the on-call commitments are equal, the Oral and Maxillo-Facial Surgeon shall receive an on-call allowance only from one hospital.

Consumables

It should be noted that where the Visiting Dental Officer reasonably supplies consumables in the performance of services for a Public Health Organisation, the organisation will reimburse the Visiting Dental Officer for the reasonable cost of such consumables upon the production of receipts.

VISITING DENTAL OFFICER – SERVICE CONTRACT

THIS AGREEMENT is made

BETWEEN:

The Public Health Organisation specified in **Item 1** of The Schedule; and

The Visiting Dental Officer specified in **Item 2** of The Schedule.

BACKGROUND

- A. The Public Health Organisation operates public hospitals or health institutions, or provides public health services, and requires dental services to be performed over a specified period (but not on a fee-for-service basis).
- B. The Visiting Dental Officer provides such dental services.
- C. The Public Health Organisation appoints the Visiting Dental Officer to provide dental services at certain of its hospitals or health institutions or in relation to its public health services, and the Visiting Dental Officer accepts such appointment, subject to and in accordance with the terms and conditions of this agreement.

AGREED TERMS

1. Term

- 1.1. The term of this agreement is for the period (not exceeding 5 years) specified in **Item 3** of the Schedule, commencing on the commencement date, unless terminated in accordance with **clause 12** (Termination) of this Agreement.
- 1.2. Notwithstanding **clause 1.1**, the term of this agreement may be for a longer term (not exceeding ten years) if approved by the Director-General in accordance with the *Health Services Regulation 2008* (NSW).

2. Services

- 2.1. The Public Health Organisation appoints the Visiting Dental Officer to provide the dental services to public patients at the hospitals or health institutions or in relation to the hospital(s) or health service(s) (**Specified Hospital(s)**) as specified in **Item 4** of the Schedule, on the terms and conditions set out in this agreement.
- 2.2. The Visiting Dental Officer shall:
 - (a) provide the services under this agreement at the Specified Hospital(s) consistent with the clinical privileges granted to the officer as specified under this agreement;
 - (b) be professionally responsible for the proper clinical management and treatment of public patients under the officer's care in the Specified Hospital(s) concerned in accordance with the standards reasonably expected of a practitioner of an equivalent level of training or experience;
 - (c) take reasonable steps to ensure that the clinical records related to the services provided by the officer, and those provided for patients under the officer's care, are maintained adequately and that such completed records include details of diagnosis, treatments and operations performed and a discharge summary completed in the manner determined by the Public Health Organisation; and
 - (d) comply with the reasonable administrative (non-clinical) directions of the Public Health Organisation, not being inconsistent with any rights and obligations of the Visiting Dental Officer under this agreement.

Hours of Services

- 2.3. Scheduled Session(s). The Visiting Dental Officer's ordinary hours of service in respect of scheduled session times:
 - (a) are as specified in **Item 5** of the Schedule; or

- (b) where unforeseen circumstances arise, the Public Health Organisation may require the Visiting Dental Officer to alter the number of ordinary hours of service in respect of scheduled sessions by giving 4 weeks written notice to the Visiting Dental Officer of its decision to vary those ordinary hours;

and, in either circumstance, shall not be more than 455 hours over a calendar year.

- 2.4. On-call Roster for Oral and Maxillo-Facial Surgeons. Where agreed with the Public Health Organisation, the Visiting Dental Officer who is an Oral and Maxillo-Facial Surgeon shall participate in an on-call roster for the provision of services under this agreement as further specified in **Item 5** of the Schedule. When so rostered, the Oral and Maxillo-Facial Surgeon shall be readily contactable at all times and be able and prepared to attend the Specified Hospital(s) within a reasonable period of time.
- 2.5. Unscheduled Sessions. Where agreed with the Public Health Organisation, the Visiting Dental Officer shall provide services at a time when the Visiting Dental Officer would not otherwise have attended the Specified Hospital(s), whether or not rostered on-call (**Unscheduled Sessions**).
- 2.6. Nothing in this **clause 2** prevents the parties from varying the hours of services in accordance with **clause 17.6** (Variation).

3. Classification

- 3.1. The Visiting Dental Officer's classification for the purposes of the officer rendering services under this agreement and in ascertaining the officer's remuneration is as specified in **Item 6** of the Schedule, according to the criteria contained in the NSW Health Policy Directive 2013_013 *Visiting Dental Officer – Remuneration and Contract Requirements* as amended from time to time (**the Policy Directive**). If there is any conflict or inconsistency between the classification criteria and remuneration arrangements specified in the Policy Directive and the terms and conditions of this agreement, the Policy Directive shall prevail.
- 3.2. The Visiting Dental Officer may apply to the Public Health Organisation for promotion to a higher level of experience or different classification and the application shall be considered within 8 weeks.
- 3.3. Such promotion will be considered by the Public Health Organisation, including after considering any advice of its credentials committee where necessary.

4. Remuneration

- 4.1. Remuneration for Services. Subject to the provision of services in accordance with this agreement, the Public Health Organisation will remunerate the Visiting Dental Officer at the relevant hourly rates specified in the Policy Directive as follows:
 - (a) for ordinary hours of service actually performed to the limit of ordinary hours specified in **Item 5** of the Schedule (and on a proportionate basis to the nearest quarter hour);
 - (b) for Oral and Maxillo-Facial Surgeons, for each hour (or part thereof) that the officer is rostered to be on-call, subject to the following:
 - (i) the on-call allowance shall not be payable during periods the Oral and Maxillo Facial Surgeon is on leave of absence or otherwise unavailable;
 - (ii) the on-call allowance shall not be payable during periods the Oral and Maxillo Facial Surgeon is travelling or rendering services pursuant to being called in or otherwise in accordance with this agreement; and
 - (iii) where the Oral and Maxillo Facial Surgeon is rostered to be on-call to more than one Specified Hospital(s) at the same time, the Oral and Maxillo Facial Surgeon shall be entitled to receive an on-call allowance only from that hospital or health service to which the officer has the greatest on-call commitment, or where the on-call commitments are equal the Oral and Maxillo Facial Surgeon shall receive an on-call allowance only from one Specified Hospital; and
 - (c) for Unscheduled Sessions, for each hour (or part thereof) as follows:

- (i) the duration of the unscheduled session shall include the actual travelling time from the place of contact to the Specified Hospital(s) concerned and return, subject to a maximum of 20 minutes travel each way; and
- (ii) the minimum payment for any one unscheduled session, including travel time, shall be one hour.

4.2. Consumables. The Public Health Organisation will reimburse the Visiting Dental Officer for the reasonable costs of consumables, where the officer reasonably supplies consumables in the performance of services under this agreement and subject to the production of satisfactory receipts.

4.3. Superannuation. The Public Health Organisation will make superannuation contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)* and any regulations made pursuant thereto. Subject to any relevant Commonwealth legislation, NSW Health Policy Directives and any ruling or determination by the Australian Taxation Office, the Visiting Dental Officer may elect, subject to the agreement of the Public Health Organisation, to sacrifice all or part of the payments made to him or her as additional superannuation contributions.

4.4. GST. Unless otherwise expressly stated, all fees payable or consideration to be provided under this agreement are exclusive of GST within the meaning of GST Law as defined in the *A New Tax System (Goods and Services) Tax 1999 (Cth)*.

5. Clinical Privileges

5.1. The Visiting Dental Officer's clinical privileges are as specified in **Item 7** of the Schedule.

5.2. The Visiting Dental Officer shall maintain his or her professional standards in accordance with these clinical privileges.

5.3. The Public Health Organisation may review and vary the clinical privileges of the Visiting Dental Officer at any time in accordance with any applicable Act, regulation or by-law and after advice from the appropriate credentials committee in respect of the relevant Specified Hospital(s). Any such variation of clinical privileges is to take effect from the date of approval of the variations by the Public Health Organisation's Chief Executive or delegate.

6. Unpaid Leave of Absence

6.1. The Visiting Dental Officer shall be entitled to unpaid leave of absence as reasonably agreed between the parties, including but not limited to:

- (a) leave on a public holiday unless the Public Health Organisation has given reasonable notice that it requires the officer to render services on any such day; and
- (b) during any period that the Visiting Dental Officer is unable to provide services due to illness provided that the Visiting Officer shall notify the public health organisation of such incapacity as soon as it is reasonably practicable.

7. Record of Services and Invoicing

7.1. Subject to **clause 7.2**, the Visiting Dental Officer shall maintain a record, in a form prescribed and approved by the Public Health Organisation, of the services rendered by the Visiting Dental Officer under this agreement. Such record shall indicate in respect of each of the services so rendered:

- (a) the date, commencing and finishing times, full name and/or medical or dental record and number of the patient and nature of service;
- (b) particulars of on-call periods (if relevant);
- (c) for any unscheduled session, the name and/or designation of the person requesting the unscheduled session, and appropriate entry by the Visiting Dental Officer in the medical or dental record of the relevant attendance and/or treatment;
- (d) particulars of teaching, training and committee services; and
- (e) particulars of leave of absence.

7.2. Where the parties agree that sufficient information is otherwise available to the Public Health Organisation from the dental and/or medical records or the Visiting Dental Officer's

personal records, then so long as such information continues to be available there is no requirement for the Visiting Dental Officer to provide the full name and/or medical or dental record number of patients.

7.3. The record referred to in **clause 7.1** shall be maintained for each calendar month during which services are provided by the Visiting Dental officer, and it shall be submitted to the Public Health organisation no later than the fifteenth day of the next succeeding calendar month.

7.4. The record when so submitted pursuant to **clause 7.3** shall be accompanied by a correctly rendered tax invoice at the discretion of the Public Health Organisation.

8. Reporting of Criminal and Disciplinary Matters

8.1. The Visiting Dental Officer acknowledges his or her duty to report certain criminal and disciplinary matters to the Chief Executive of the Public Health Organisation in accordance with the *Health Services Act 1997* (NSW).

9. By-laws, Policies and Guidelines

9.1. The Visiting Dental Officer will comply with and be bound by all rules, by-laws, policies and guidelines of the Public Health Organisation in force from time to time at the Public Health Organisation, not being inconsistent with any of the rights and obligations of the officer under this agreement, including NSW Health Policy Directives, including without limitation:

- (a) the NSW Health Code of Conduct, currently being NSW Health Policy Directive PD2012_16; and
- (b) such other policy directives and guidelines that are expressed to apply to visiting dental officers (or visiting practitioners).

9.2. The Visiting Dental Officer agrees to participate and cooperate in any clinical audits of the services that may be required by the Public Health Organisation from time to time.

10. Annual Review

10.1. No later than 6 weeks prior to each anniversary date of this agreement, the parties will consult to:

- (a) review the number of ordinary hours of services as specified in **Item 5** of the Schedule;
- (b) conduct a performance review of the Visiting Dental Officer's performance of services under this agreement; and
- (c) review the scope of the Visiting Dental Officer's practice within the Public Health Organisation and the resources required to support the officer in such practice in the next following year.

10.2. The performance review required under clause 10.1(b) shall be conducted in accordance with the NSW Health Policy Directive PD2011_010 "Visiting Medical Officer (VMO) Performance Review Arrangements" as varied from time to time as if the reference to a VMO is reference to a Visiting Dental Officer and with all the necessary changes to give effect to this.

11. Suspension

11.1. Subject to Part 4 of Chapter 8 of the *Health Services Act 1997* (NSW), the Public Health Organisation may suspend the appointment of the Visiting Dental Officer where it considers it necessary in the interests of the Specified Hospital(s) to which the appointment relates.

11.2. Where the Visiting Dental Officer is suspended in accordance with **clause 11.1**, the respective rights and obligations of the parties under this agreement shall be suspended for the duration of that suspension.

12. Termination

12.1. This agreement shall be terminated:

- (a) upon the expiry of the period for which it was made or on such earlier date as may be agreed between the parties;
- (b) by three months' notice in writing given by either party;
- (c) by four weeks' notice in writing given by the Visiting Dental Officer if dissatisfied with a decision of the Public Health Organisation taken pursuant to **clause 2.3(b)** of this agreement, to alter the number of hours during which the Visiting Dental Officer is to provide scheduled session services, provided that the notice of termination is given within seven days of the Visiting Dental Officer receiving notification in writing of that decision;
- (d) if the Visiting Dental Officer ceases to be registered as a dental practitioner;
- (e) if a condition is placed on the Visiting Dental Officer's registration as a dentist which substantially precludes the officer from providing services under this agreement;
- (f) if the Visiting Dental Officer becomes permanently mentally or physically incapable of rendering services under the agreement;
- (g) if the Visiting Dental Officer commits serious and/or wilful misconduct; or
- (h) if the Visiting Dental Officer appointment is terminated by operation of any Act or regulation.

12.2. On the termination of this agreement, any amount due and payable to the Visiting Dental Officer pursuant to the agreement shall be paid at the time of such termination or as soon thereafter as reasonably practicable.

13. Indemnity and Insurance

13.1. Subject to clause 13.6, the Visiting Dental Officer indemnifies the Public Health Organisation and its officers, employees and agents (**those indemnified**) from and against liability or loss (including reasonable legal costs and expenses) which those indemnified may suffer or incur as a result of personal injury (including death) or loss of or damage to any tangible property caused by any act or omission of the Visiting Dental Officer.

13.2. The Visiting Dental Officer's liability to indemnify those indemnified under this agreement shall be reduced proportionally to the extent that any act or omission of those indemnified caused or contributed to the liability or loss.

13.3. Subject to **clause 13.6**, the Visiting Dental Officer must take out and maintain appropriate professional indemnity insurance that meets the minimum terms and conditions specified by the Dental Board of Australia for professional indemnity insurance arrangements registration standards as are in force from time to time.

13.4. In respect of the professional indemnity insurance policy referred to in **clause 13.3**, the Visiting Dental Officer must:

- (a) notify the Public Health Organisation of any conditions or restrictions on their policy or any change in the basis of their cover; and
- (b) produce evidence of the cover to the Public Health Organisation when reasonably requested to do so.

13.5. The Visiting Dental Officer must, as soon as practicable, inform the Public Health Organisation in writing of the occurrence of an event that may give rise to a claim under any insurance policy referred to in **clause 13.3**, and that is relevant to this agreement, and must ensure that the Public Health Organisation is kept fully informed of significant subsequent action and developments concerning the claim.

13.6. Notwithstanding any other clause in this agreement, the Public Health Organisation shall indemnify a Visiting Dental Officer in accordance with the NSW Health VMO/HMO Contract of Liability Coverage to the extent that the officer provides maxillo-facial services to public patients in public hospitals or through health services under the control of the Public Health Organisation and the Visiting Dental Officer has entered into a contract of liability coverage with the Public Health Organisation.

14. Dispute Resolution Procedure

14.1. Subject to **clause 14.4**, the parties must attempt to settle any dispute in relation to this agreement in accordance with the following procedures.

- (a) The Dispute shall first be discussed informally and promptly as possible between parties, who may be accompanied by an observer of his/her choice, shall meet to discuss the dispute and attempt to resolve it by a mutually agreed method.
- (b) If the dispute remains unresolved under **clause 14.1(a)**, the party claiming that a dispute has arisen must give the other party notice in writing identifying the matter or matters in dispute. As soon as practicable thereafter, the Public Health Organisation staff nominated by the its chief executive shall meet with the Visiting Dental Officer, together with such observers of choice (excluding qualified Barrister/Solicitor) as either party may desire be in attendance, shall meet to discuss the Dispute and attempt to resolve it my a mutually agreed method.
- (c) If the dispute remains unresolved under **clause 14.1(b)**, the parties may agree to jointly appoint a Mediator to assist in resolving the dispute. In the event that the process of mediation is used, the parties are to share equally the fees of the Mediator and the administration costs associated with the mediation.
- (d) If the dispute remains unresolved or mediation cannot be agreed under **clause 14.1(c)**, the dispute is to be arbitrated by an Arbitrator agreed by the parties. If agreement upon an Arbitrator cannot be reached by the parties, an Arbitrator is to be appointed by the President or other most senior Office Bearer of the Council of the Law Society of NSW or its successors. The Arbitrator shall determine the dispute having regard to general justice and fairness and that determination shall be final and binding upon the parties. The Arbitrator's fees shall be negotiated on the appointment of the Arbitrator and shall be shared equally between the Public Health Organisation and the Visiting Dental Officer, unless otherwise determined by the Arbitrator.

14.2. The NSW Ministry of Health may appear in the arbitration if requested by the Public Health Organisation. The Australian Dental Association may appear in the arbitration if requested by the Visiting Dental Officer. Where either the Ministry of Health or the Australian Dental Association is requested to appear before the arbitration and does appear, the other may appear as of right.

14.3. Each stage of this dispute resolution procedure referred to in **clause 14.1** should be carried out as soon as is practicable and reasonable having regard to the circumstances of the dispute.

14.4. **Clause 14.1** does not apply in relation to actions taken by the Public Health Organisation in relation to **clause 11** (Suspension), **clause 12** (Termination) or to any non-reappointment of the Visiting Dental Officer.

15. Notices

15.1. Any notice required to be given or sent to either party by this agreement must be in writing and shall be properly served if delivered by hand or by prepaid registered mail, facsimile or email transmission to the relevant contact person at the address specified in **Item 9** of the Schedule. Notices sent by mail are deemed to be received when delivered in the ordinary course of the post. Notices given by email or facsimile must be sent by post on the same day as the transmission.

16. Special conditions of appointment

16.1. Any other conditions to which the Visiting Dental Officer's appointment is to be subject are specified in **Item 10** of the Schedule, provided that the Special Conditions are not inconsistent with the Policy Directive or the clauses of this agreement. If there is any conflict or inconsistency between the Policy Directive, clauses of this agreement and the special conditions, the Policy Directive and the clauses of this agreement shall prevail.

17. General

- 17.1. Ownership of patient records. The Visiting Dental Officer agrees that ownership of and all rights to patient records created by the officer in the performance of obligations under this agreement shall, upon their creation, vest in the Public Health Organisation.
- 17.2. No Assignment or Subcontracting. The Visiting Dental Office must not assign this agreement or subcontracting the performance of the Services without the prior written consent of the Public Health Organisation.
- 17.3. Entire Agreement. Subject to any applicable Act, regulation or Public Health Organisation by-law, this agreement comprises the entire agreement between the parties and supersedes any prior arrangements, representations or undertakings as to the subject matter of this agreement.
- 17.4. Waiver. A failure by a party to enforce a term of this agreement shall not be interpreted as a waiver of that term.
- 17.5. Severability. If any part of this agreement is prohibited, void, illegal or unenforceable, then that part is severed from the agreement, but without affecting the continued operation of the remainder of the agreement.
- 17.6. Variation. This agreement may be varied by written agreement between the parties. Any variation not in writing shall be of no force or effect.
- 17.7. Relationship of parties. The relationship between the parties is one of principal and independent contractor. Nothing in this agreement is to be construed as constituting the parties as creating the relationship between them of employer and employee or of principal and agent.
- 17.8. Interpretation. A reference to a party, clause, schedule or annexure is a reference to a party, clause, schedule or annexure to this agreement. This agreement includes all schedules and any annexures or attachments. A reference to the Public Health Organisation includes its successors.
- 17.9. Survival. The following clauses survive any termination or expiration of this agreement: **clauses 9** (By-laws, Policies and Guidelines), **13** (Indemnity and Insurance), **14** (Dispute Resolution) and any other provision of this agreement which contemplates performance or observance following any termination or expiration of this agreement.
- 17.10. Governing law. This agreement shall be governed by and interpreted in accordance with the laws of the NSW and both parties submit to the non-exclusive jurisdiction of the courts of that State or Territory.

Executed by the parties as an agreement on the dates set out below.

Signed for and on behalf of the Public Health Organisations

Signed by Visiting Dental Officer

.....
(Duly authorised representative of the Public Health Organisation)

.....
(Visiting Dental Officer Signature)

Print Name:

Print Name:

Date

Date

Schedule

Item 1 Public Health Organisation	[Insert name of Public Health Organisation]	
Item 2 Visiting Dental Officer	[Insert name of Visiting Dental Officer]	
Item 3 Term	Commencement Date:	[insert commencement date]
	End Date: (being for a period not exceeding 5 years)	[insert end date]
Item 4 Specified Hospital(s)	[Insert name and address of Hospital(s) / Health Service(s)]	
	<p>Services to be provided include:</p> <ol style="list-style-type: none"> 1. <u>Dental services</u>. Dental services to public patients allocated by the Public Health Organisation, including but not limited to: <ol style="list-style-type: none"> (a) Application of the Visiting Dental Officer's specialist dental expertise; (b) Admission of patients under the Visiting Dental Officer's care to the Specified Hospital(s); (c) Provision of instruction in relation to the services to Public Health Organisation personnel; (d) Provision of advice to the Public Health Organisation on matters relating to the services; and (e) [insert any other matters] 2. <u>Meetings</u>. Attend [specify any] meetings and, by agreement, other meetings as required from time to time. 3. <u>Teaching and Training</u>. Participate in the teaching and training of dental students or postgraduate dental officers as may reasonably be required by the Public Health Organisation and within the ordinary session hours. 4. <u>Committees</u>. Participate in committees expressly established or authorised by the Public Health Organisation where reasonably required by the Public Health Organisation for the proper and efficient functioning of the Specified Hospital(s) [and within the ordinary session hours. 5. <u>Managerial/Administrative Duties</u>. [Insert the unit or department, service to which any additional managerial responsibilities relate; the number of hours and the agreed manner of recording attendance in relation to managerial responsibilities]. <p>The services listed above are to be reviewed annually in accordance with clause 11 (Annual Review) of this agreement.</p> <p>[Repeat the above for each Hospital/Health Service]</p>	

<p>Item 5 Scheduled Session(s)</p> <p>On-Call Roster Oral and Maxillo-Facial Surgeons</p>	<p>[If more than one hospital or health service insert session hours for each hospital or health service] [being not more than 455 hours of service over a calendar year in respect of the Public Health Organisation]</p> <p>The Visiting Dental Officer shall provide the services for the following sessions:</p> <p>(a) each session shall be for a maximum of [number] hours;</p> <p>(b) commencing at [time] am/pm</p> <p>(c) on the [insert day(s)] of each [insert week or month as applicable]; and</p> <p>(d) at [insert name of hospital or health service].</p> <p>[insert on-call roster for Oral and Maxillo-Facial Surgeons] [insert hospital]</p>	
<p>Item 6 Classification</p>	<p>[insert classification by reference to Policy Directive]</p>	
<p>Item 7 Clinical Privileges</p>	<p>[insert clinical privileges]</p>	
<p>Item 8 Professional Indemnity Insurance (PII)</p>	<p><input type="checkbox"/> A copy of the Visiting Dental Officer's current PII policy is attached as an annexure (check box)</p> <p><input type="checkbox"/> Oral and Maxillo-Facial Surgeon has signed a Contract of Liability Coverage (cross out if not relevant)</p>	
<p>Item 9 Notices</p>	<p>All notices for the Public Health Organisation are to be addressed as follows</p> <p>Contact Name: [insert name]</p> <p>Address: [insert details]</p> <p>Telephone: [insert details]</p> <p>Facsimile: [insert details]</p>	<p>All notices to the Visiting Dental Officer are to be addressed as follows:</p> <p>Address: [insert details]</p> <p>Telephone: [insert details]</p> <p>Facsimile: [insert details]</p>
<p>Item 10 Special Conditions</p>	<p>[write "NIL" or insert any special conditions:]</p>	