

Employment and Management of Locum Medical Officers by NSW Public Health Organisations

Summary This Policy Directive outlines the role, responsibilities and the processes to be applied by NSW Public Health Organisations in the employment and management of Locum Medical Officers through Medical Locum Agencies. This Policy Directive relates to the procurement of non-specialist, Junior Medical Officers providing cover for Residents, Registrars or Career Medical Officers. This policy does not apply to Visiting Medical Officers, Dentists, Staff Specialists or any medical professional whose employment must be confirmed by the Medical and Dental Appointments Advisory Committee.

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Audience Directors of Medical Services, Medical Locum Managers, Medical Workforce Units, Medical Admin

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This Policy Directive may be varied, withdrawn or replaced at any time.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.

EMPLOYMENT AND MANAGEMENT OF LOCUM MEDICAL OFFICERS BY NSW PUBLIC HEALTH ORGANISATIONS

PURPOSE

This Policy Directive outlines the employment and management processes to be carried out by NSW Public Health Organisations when engaging Locum Medical Officers through Medical Locum Agencies.

This policy aims to safeguard patient care by ensuring the safety and quality of the Locum Medical Officers employed in NSW Public Health Organisations.

MANDATORY REQUIREMENTS

Locum Medical Officers must be engaged only as a last resort in service-critical areas, when all options to ensure service delivery in a NSW Public Health Organisation have been exhausted.

Locum Medical Officers may only be sourced from a local casual medical pool or from the Medical Locum Agencies listed on the NSW Health Register of Medical Locum Agencies. The Register can be found at:
<http://www.health.nsw.gov.au/business/locums/Pages/locum-register.aspx>

All NSW Public Health Organisations must have agreements with Medical Locum Agencies that contain the mandatory clauses set out in the standard Agreement for the Employment of Locum Medical Officers in NSW Public Health Organisations.

All Locum Medical Officers put forward by registered Medical Locum Agencies for employment in Public Health Organisations are subject to pre-placement checks and credentialing in compliance with this policy and the standards and conditions set out in the Medical Locum Agency Requirements. The standards and conditions are reflected in the terms of the standard Agreement for the Employment of Locum Medical Officers in NSW Public Health Organisations.

NSW Public Health Organisations must verify the information provided by Medical Locum Agencies regarding the Medical Locum Officers put forward for placement.

This policy applies to the engagement of non-specialist Junior Medical Officers to provide cover for Residents, Registrars or Career Medical Officers. This policy does not apply to Visiting Medical Officers, Dentists, Staff Specialists or any medical professional whose employment must be confirmed by the Medical and Dental Appointments and Advisory Committee.

Locum Medical Officers may be employed to fill casual, short term vacancies for periods not exceeding 13 weeks.

IMPLEMENTATION

Local Health District and Specialty Network Chief Executives must ensure that Public Health Organisations engage and manage Locum Medical Officers in compliance with this policy.

Locum Medical Officers must comply with the requirements of this policy.

REVISION HISTORY

Version	Approved by	Amendment notes
June 2009 (PD2009_036)	Deputy Director- General Health System Support	New Policy
July 2009 (PD2009_051)	Deputy Director- General Health System Support	Amends section 2.6.1 and Appendix H. Under Section 2.6 a new Section 2.6.2 added
October 2011 (PD2011_63)	Deputy Director General Health System Support	Amends section 2.6.3, 2.6.4 Appendix B, Appendix B1 and Appendix H
August 2013 (PD2013_022)	Deputy Director General Governance Workforce & Corporate	Amends section 1.5 with current policy references Amends Appendix B with correct references Amends Appendix B1 with correct policy references Deletes Appendix E (100 point identification check) Amends Appendix G with correct references
June 2018 (PD2018_019)	Deputy Secretary Governance Workforce & Corporate	Revised policy and appendices
February 2019 (PD2019_006)	Deputy Secretary Governance Workforce & Corporate	Amends section 1.3 with current policy references Amends section 3.6 with current policy reference Amends Document 1 with removal of reference to 100 point identity check and clarity regarding Working With Children Check requirements

ATTACHMENTS

1. Employment and Management of Locum Medical Officers by NSW Public Health Organisations: Procedures

**Employment and Management of Locum Medical
Officers by NSW Public Health Organisations**



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1 BACKGROUND

1.1 Policy framework

The engagement of Locum Medical Officers in NSW Public Health Organisations is governed by a suite of documents comprising:

1. this *Policy Directive*, which sets out the requirements for NSW Public Health Organisations in the employment and management of non-specialist Locum Medical Officers, and:

Appendix A: a set of *documents*, including forms and templates, for use by Medical Locum Agencies and NSW Public Health Organisations in recording the evidence of pre-placement checks, credentialing and performance to support and inform the employment and ongoing management of Locum Medical Officers.

Appendix B: the *NSW Health Standard Agreement for the Employment of Locum Medical Officers in NSW Public Health Organisations*

2. the *Medical Locum Agency Requirements*, in which the requirements, standards and conditions for certification, entry to the NSW Health Register of Medical Locum Agencies and continuing service provision in supplying Locum Medical Officers to NSW Public Health Organisations, are set out. Appendices to the Requirements include:

Appendix 1: the *Medical Locum Agency Audit Guide*

Appendix 2: the *Application to become a NSW Health Registered Medical Locum Agency* form.

These documents are set out on the Locums pages of the NSW Health website, as well as the NSW Health Register of Medical Locum Agencies. The forms and templates are also available on the Locums pages in writeable PDF. See <http://www.health.nsw.gov.au/business/locums>

1.2 Compliance

All NSW Public Health Organisations must comply with this policy.

1.3 Related documents, Policies and Guidelines

As amended or updated from time to time:

PD2015_049 *Code of Conduct*

PD2013_005 *Work Health and Safety: Better Practice Procedures*

PD2018_009 *Occupational Assessment, Screening & Vaccination Against Specified Infectious Diseases*

PD2016_047 *Employment Checks – Criminal Record Checks and Working with Children Checks*
 PD2017_042 *Medical Officers - Employment Arrangements in the NSW Health Service*
 PD2017_040 *Recruitment and Selection of Staff to the NSW Health Service*
 PD2013_036 *Service Check Register for NSW Health*
 PD2012_046 *Remuneration rates payable to non-specialist staff – short term/casual (locum)*
 PD2008_071 *Medical Practitioners – Compliance with Registration Conditions*
 PD2015_045 *Conflicts of Interest and Gifts and Benefits*
 PD2009_057 *Records Management – Department of Health*
 NSW Health *Privacy Manual for Health Information 2015*
 PD2017_013 *Infection Prevention and Control Policy*
 PD2005_162 *HIV, Hepatitis B or Hepatitis C – Health Care Workers Infected*
 PD2013_049 *Recognition and Management of Patients who are Clinically Deteriorating*
 PD2018_032 *Managing Complaints and Concerns about Clinicians*
 PD2013_007 *Child Wellbeing and Child Protection Policies and Procedures for NSW Health*
 PD2017_043 *Violence Prevention and Management Training Framework for NSW Health Organisations*
 PD2014_004 *Incident Management Policy*

1.4 Definitions

Casual Medical Pool: a notional ‘pool’ of Medical Officers, at facility, LHD or Specialty Network level, who can be called-upon to cover vacant shifts as the initial response to staff shortages. The Pool comprises permanent staff who have been granted approval for secondary employment through additional working hours or shifts, as well as external medical personnel who have undergone pre-placement checks and credentialing to the levels required to join the Casual Medical Pool.

Clinical Department: the clinical department in which a Medical Locum Officer is placed to fill a vacant shift or role on a temporary basis.

Locum Medical Officer: a non-specialist medical practitioner introduced to a Public Health Organisation by a Medical Locum Agency. A Locum Medical Officer is employed by the Public Health Organisation in a temporary capacity to provide cover for an absent member of the permanent non-specialist medical staff or when shifts are unable to be filled by overtime or casual medical employees, and is not a current member of the Public Health Organisation’s Casual Medical Pool.

Medical Locum Agency: a medical recruitment agency listed on the NSW Register of Medical Locum Agencies, having been certified against the standards and conditions set out in the *Medical Locum Agency Requirements*.

Medical Officer: a non-specialist physician employed by a Public Health Organisation, such as a Resident, Registrar/Senior Registrar or Career Medical Officer.

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



Medical Workforce Unit: the unit with responsibility for the employment of the medical workforce within a Public Health Organisation. The Medical Workforce Unit's role includes liaison between Clinical Departments and Medical Locum Agencies in the employment and management of Locum Medical Officers.

Medical Workforce/Locum Manager: the person employed within the Medical Workforce Unit with responsibility for the employment and management of Locum Medical Officers.

The **NSW Health Medical Locum Agency Requirements** set out the terms, standards and conditions for Medical Locum Agencies to provide Locum Medical Officers to NSW Public Health Organisations.

The **NSW Health Register of Medical Locum Agencies:** comprises Medical Locum Agencies that have been certified against the standards and conditions in the *Medical Locum Agency Requirements* to supply Medical Locum Officers to Public Health Organisations. The Register is found on the NSW Health website at <http://www.health.nsw.gov.au/business/locums/Pages/locum-register.aspx>

Order and Confirmed Order: **Order** means a request made by a Public Health Organisation seeking a Locum Medical Officer to fill a shift or shifts at a health facility. Following the placing of an Order, the Medical Locum Agency may offer to fill the Order with a Locum Medical Officer and the Public Health Organisation may accept the Locum Medical Officer offered by the Medical Locum Agency, in which case the Order becomes a **Confirmed Order**.

Placement: the temporary role in which a Locum Medical Officer is placed by a Medical Locum Agency in a Clinical Department for up to 13 weeks.

Public Health Organisation: as defined by Section 7 of the Health Services Act 1997 (NSW), "a local health network, a statutory health corporation or an affiliated health organisation in respect of its recognised establishments and services". LHDs, Specialty Networks and Public Hospitals are Public Health Organisations of most relevance to this policy.

Third-party assessment: an audit against the standards and conditions of the NSW Health *Medical Locum Agency Requirements* by a third party organisation that has been accredited by the Joint Accreditation System of Australia and New Zealand (JAS-ANZ). <http://www.jas-anz.com.au>

2 PRE-REQUISITES FOR THE ENGAGEMENT OF LOCUM MEDICAL OFFICERS

Locum Medical Officers must be engaged only as a last resort in service-critical areas, when all options to ensure service delivery, including the offer of overtime or recourse to the Public Health Organisation's Casual Medical Pool, have been exhausted.

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



Locum Medical Officers are engaged by NSW Public Health Organisations to cover shifts for absent staff and to temporarily fill vacancies that cannot be filled through overtime or the Casual Medical Pool, for periods of up to 13 weeks.

NSW Public Health Organisations (Local Health Districts (LHDs), Specialty Networks and Public Hospitals) must source Locum Medical Officers through the medical recruitment agencies listed on the NSW Health Register of Medical Locum Agencies. Registered Medical Locum Agencies are those that have undergone a third party audit and been certified as compliant with the standards and conditions set out in the NSW Health *Medical Locum Agency Requirements*.

All Locum Medical Officers put forward by Medical Locum Agencies for employment in NSW Public Health Organisations must have undergone pre-placement checks and credentialing in compliance with the *Medical Locum Agency Requirements* and the requirements of this policy.

This policy applies to Junior Medical Officers (minimum PGY3, or PGY 2 in exceptional circumstances – see Section 3.4.2) providing cover for Residents, Registrars or Career Medical Officers. This policy does not apply to Visiting Medical Officers, Dentists, Staff Specialists or any medical professional whose employment must be confirmed by the Medical and Dental Appointments Advisory Committee.

3 EMPLOYMENT OF LOCUM MEDICAL OFFICERS - ROLE AND RESPONSIBILITIES OF PUBLIC HEALTH ORGANISATIONS

Administrative arrangements for medical workforce engagement vary among Public Health Organisations. However, responsibility for the employment and management of Locum Medical Officers lies with a Medical Workforce/Locum Manager, in a unit central to a facility, LHD or Specialty Network, most commonly titled the Medical Workforce Unit.

The Medical Workforce Unit is responsible for the procurement of Locum Medical Officers and the management of agreements with Medical Locum Agencies.

3.1 Procedure for filling a role

Medical Workforce/Locum Managers seeking to fill a shift or short-term vacancy must firstly determine whether it is possible to do so through the offer of overtime or recourse to the Casual Medical Pool. If this is not possible, the Medical Workforce/Locum Manager may seek a Locum Medical Officer from a Medical Locum Agency listed on the NSW Health Register of Medical Locum Agencies.

3.2 Orders and the Role Specification

Before issuing an Order to Medical Locum Agencies, Medical Workforce/Locum Managers must liaise with the relevant Clinical Department to obtain or complete a Role Specification detailing the duties of the vacant role, as well as the qualifications, skills and experience required to fulfil the role. The template at *Document 4: Role Specification* must be used for this purpose.

A Role Specification must be provided to a Medical Locum Agency together with an Order to assist the Agency in matching the best available candidate to the role.

The Role Specification supports the quality of the personnel selected to fill the vacant role and assists the Clinical Department Head to assess the performance of the Locum Medical Officer against the requirements of the role.

3.3 Candidate selection, pre-placement checks and credentialing

Medical Locum Agency responses to an Order must be accompanied by the full suite of documents and information required to give evidence to pre-placement checks and credentialing having been undertaken by the Agency for the candidates put forward. These comprise:

Document 1: Locum Medical Officer Pre-Placement Checklist. This document captures the essential pre-placement requirements for Locum Medical Officer employment in a NSW Public Health Organisation, including the individual's current registration status (within 7 days) criminal history and Working with Children Checks, health and vaccination status, visa validity (for overseas doctors), references, completion of NSW Health mandatory online medical officer pre-employment training, knowledge of NSW Health policies and approval for secondary employment for NSW Health employees.

Document 2: Clinical skills checks and referee checks, comprising:

- **Document 2.1 – Clinical Skills Self-Assessment:** completed by a Locum Medical Officer and provided to a Medical Locum Agency
- **Document 2.2 – Referee Check for Clinical Skills:** completed by a Medical Locum Agency in consultation with a referee
- **Documents 2.3, 2.4 and 2.5 – Referee Checks for Professional Behaviour (3):** completed by a Medical Locum Agency in consultation with referees. One of the three checks must be completed in consultation with a candidate's current or recent supervisor or Clinical Department Head, i.e., a referee who has supervised the Locum Medical Officer within the past 12 months.

Document 3: Approval for Secondary Employment. A Medical Locum Agency must provide a copy of a completed *Approval for Secondary Employment* form in addition to pre-placement and credentialing documents in respect of any candidate who is a NSW Health employee and is put forward for locum work in a NSW Public Health Organisation.

Document 5: Criminal Record Statutory Declaration – Australia. This document must be completed by a Locum Medical Officer to declare any criminal offences committed since their last criminal record check was undertaken where a current (within 3 years) National Police Certificate was generated prior to registration with the Medical Locum Agency.

3.3.1 Working With Children Check (WWCC) requirements for Locum Medical Officers

The WWCC is a state-based check. Doctors who wish to undertake child-related work in NSW must apply online at www.kidsguardian.nsw.gov.au/check to receive a WWCC application number, which must then be activated and paid for, in person, at a Service NSW Centre. If cleared, applicants receive a WWCC clearance number, which is valid for five years.

Overseas workers engaged in child-related work in NSW Health are required to obtain a WWCC, unless they will be working for fewer than five days in any three month period. Some interstate or overseas doctors may be unable to attend a Service NSW Centre to activate a WWCC number before commencing a locum placement in a NSW Public Health Organisation. *Sections 5.4 – 5.7 of NSW Health Policy Directive PD 2016_047 Employment Checks – Criminal Record Checks and Working with Children Checks* describe the requirements for doctors from interstate or overseas who have been unable to obtain a valid WWCC application or clearance number before being placed in a role as a Medical Locum Officer under urgent circumstances.

If an urgent placement is required to ensure service delivery, a delegated staff member in a Public Health Organisation must determine whether the criteria for an emergency conditional appointment have been met, for mitigating any risks associated with the placement and ensuring all other pre-employment screening checks are completed. Such an appointment is made conditionally on a WWCC clearance number being provided.

If a doctor has been unable to obtain a valid WWCC number from a Service NSW Centre before commencing a placement, they must provide one within five days of commencing work. If after five days they have not provided a WWCC application or clearance number, the doctor must be immediately removed from their role and the appointment suspended until one is provided.

3.3.2 Criminal history checks for overseas doctors

NSW Health Policy Directive PD2016_047 *Employment Checks – Criminal Record Checks and Working with Children Checks* provides current requirements for NSW Health in relation to criminal history checks for overseas doctors.

In addition to the National Police Certificate and WWCC clearance, applicants recruited directly to NSW Health from overseas (including New Zealand) must provide a Police Clearance from their home country and any country they have been citizens or permanent residents since turning 16 years of age (incorporating any charges the preferred applicant may have against their name).

If unable to provide a Police Clearance from any country they have lived in, applicants must complete a Statutory Declaration stating they have no pending criminal charges or convictions from any country they have been citizens or permanent residents since turning 16. If they do have such records, they must list date of offence, type of offence and court outcome. Any criminal record check in a language other than English must be accompanied by a certified copy of an English translation of the criminal record.

3.4 Verification of information, Service Checks and Approval for Secondary Employment

Medical Workforce/Locum Managers must check and verify the information provided by Medical Locum Agencies before a candidate can be accepted for a placement and a Confirmed Order issued.

3.4.1 Locum Medical Officer mandatory online training

Doctors who have not previously been employed by a NSW Public Health Organisation must complete the mandatory online training and orientation for Locum Medical Officers before being placed for locum work in a NSW Public Health Organisation. Medical Workforce/Locum Managers must ensure that the information and documentation provided by a Medical Locum Agency with the Locum Medical Officer Pre-Placement Checklist includes a certificate of completion of the NSW Health Locum Medical Officer mandatory online training.

3.4.2 Level of experience required to be a Locum Medical Officer

Post Graduate Year 3 is the minimum level of experience required for a doctor to be engaged as a Locum Medical Officer. Employment of Post Graduate Year 2 Locum Medical Officers may be considered only in cases of severe workforce shortage and must be approved by the Chief Executive of the Public Health Organisation or delegate. The Clinical Department must be able to demonstrate that the required levels of supervision for a Post Graduate Year 2 Medical Officer would be provided under such an arrangement in accordance with the Prevocational Education and Training Accreditation Framework.

3.4.3 Service Checks

A Service Check must be carried out for a candidate with an employment history or substantive role as a Medical Officer in a NSW Public Health Organisation. Authorised Local Health District or Specialty Network personnel may check the NSW Health Service Check Register for records of misconduct by anyone who has been employed in a NSW Public Health Organisation.

3.4.4 Registration

The Medical Workforce Unit must verify that the Locum Medical Officer has current registration with the Medical Board of Australia.

Any conditions on the registration of a Locum Medical Officer put forward for placement must be assessed in order to determine the acceptability of such a Locum Medical Officer for a placement.

3.4.5 Approval for Secondary Employment

NSW Health employees who wish to work additional hours through the Casual Medical Pool or a Medical Locum Agency must first obtain the support of their supervisor/ Department Head and the approval of the Local Health District or Specialty Network Chief Executive or delegate using **Document 3: Approval for Secondary Employment**.

An Approval for Secondary Employment is for a fixed term and based on a Medical Officer's working hours and conditions at the time of approval. Therefore, this document must be updated and resubmitted for approval when any changes to a Medical Officer's substantive role, such as an increase or reduction in working hours or associated travel requirements occur.

The Medical Workforce/Locum Manager must assess the Approval for Secondary Employment for any candidate with a substantive role in NSW Health to ensure that their employment as a Locum Medical Officer poses no risk to their performance or patient safety.

3.4.6 Satisfactory performance

Locum Medical Officers must be engaged on the basis of satisfactory performance, as verified through pre-placement checks. When such pre-placement checks reveal an unsatisfactory performance record for any proposed candidate, they are not to be accepted for locum work in a NSW Public Health Organisation.

Similarly, Medical Officers who are the subject of a complaint investigation or have been the subject of disciplinary action should not be accepted for a locum placement in a NSW Public Health Organisation.

The Medical Workforce Unit, therefore, must ensure the quality and safety of proposed candidates through the evaluation and verification of information provided via Documents 1, 2, 3 and 5, Service Checks and where relevant, Approval for Secondary Employment. It is also appropriate to check a proposed Locum Medical Officer's registration status close to the date of a placement if time has elapsed since the Medical Locum Agency's most recent registration status check.

3.5 Confirmation of Orders, Pre-Placement and Orientation Packs

On placing a Confirmed Order, the Medical Workforce/Locum Manager must provide the Medical Locum Agency with a Pre-Placement Pack, containing information to be provided to the Locum Medical Officer in advance of a placement regarding the Clinical Department, the facility, health service network and town or locality in which the placement will be undertaken.

The Medical Workforce/Locum Manager must also liaise with the Clinical Department in which the Locum Medical Officer is to be placed to arrange for an Orientation Pack to be provided on their arrival for the placement. The information provided in the Orientation Pack while succinct, is intended to assist a Locum Medical Officer to orient him/herself on presentation for the first shift in a placement in the Clinical Department and to assimilate to the professional environment.

Document 6: Minimum Requirements for the Locum Medical Officer Pre-Placement and Orientation Packs set out the minimum requirements for the information to be provided in each of the packs.

3.6 Feedback, performance appraisals and complaints management

The Medical Workforce Unit has a central role in the co-ordination and recording of feedback from supervisors and Clinical Department Heads on Locum Medical Officer performance, in obtaining feedback from Locum Medical Officers themselves and in facilitating the investigation of complaints.

Provision of **Document 7: Locum Medical Officer Performance Assessment** and **Document 8: Locum Medical Officer Feedback Form** to the relevant Clinical Department at the beginning of a placement facilitates the completion and return of this feedback to the Medical Workforce Unit. This feedback may be recorded and provided to the relevant Medical Locum Agency as appropriate.

The Medical Workforce/Locum Manager is also responsible for ensuring that regular performance assessments are conducted by a supervisor or Clinical Department Head for any Locum Medical Officer whose placement exceeds four weeks' duration. Documentary evidence of such performance assessments must be obtained and recorded by the Medical Workforce/Locum Manager.

Any complaint regarding a Locum Medical Officer should be managed in accordance with NSW Health Policy Directive PD2018_032 *Managing Complaints and Concerns about Clinicians*. In such circumstances, the Medical Workforce Unit is integral to the process in facilitating communication between the Locum Medical Officer, the Clinical Department and the investigating officer in the complaint investigation process and, where required, ensuring that the necessary supports are provided to the Locum Medical Officer.

3.7 Remuneration of Locum Medical Officers

The Medical Workforce Unit is responsible for obtaining information from the Locum Medical Officer or Medical Locum Agency for the remuneration of the Locum Medical Officer through the Public Health Organisation's payroll.

The Medical Workforce Unit must verify the hours worked and ensure that remuneration, as well as costs such as Medical Locum Agency fees, travel and accommodation are met.

Locum Medical Officers are remunerated by electronic funds transfer within regular Local Health District/Specialty Network payroll processing timeframes. Remuneration rates are paid in accordance with NSW Health Policy Directive PD2012_046 *Remuneration rates payable to non-specialist staff – short term/casual (locum)*.

3.8 Duration of placement

When a placement exceeds 13 weeks, a Locum Medical Officer becomes a permanent employee under the Public Hospital Career Medical Officers (State) Award (or other relevant Award), and may not continue to be employed as a Locum (unless otherwise exempt as per the Health Industry Status of Employment (State) Award). As a permanent employee, standard rates of remuneration, and other terms and conditions apply.

3.9 Management and monitoring of Medical Locum Agencies

Medical Workforce/Locum Manager responsibilities include the monitoring and management of Medical Locum Agencies' compliance with the standards and conditions set out in the NSW Health Medical Locum Agency Requirements and the terms of the Standard Agreement for the Employment of Locum Medical Officers in NSW Public Health Organisations.

4 APPENDIX

Appendix A: Locum Medical Officer employment and management documents

Appendix B: Standard Agreement for the Employment of Locum Medical Officers in NSW Public Health Organisations

Appendix A: Locum Medical Officer employment and management documents

Several documents are used by NSW Public Health Organisations and Medical Locum Agencies in recording the outcomes of pre-placement checks and credentialing and in the employment and ongoing management of Locum Medical Officers. These documents complement the Locum Medical Officer Policy requirements and the Medical Locum Agency Requirements and must be used as standard documents by all NSW Public Health Organisations and Medical Locum Agencies. These documents must not be altered in any way.

Summaries of each of the documents are set out below. Several documents are available in writeable PDF on the Locums pages of the NSW Health website at:
www.health.nsw.gov.au/business/locums

Document 1: Locum Medical Officer Pre-Placement Checklist

To be completed by a Medical Locum Agency and provided to a NSW Public Health Organisation Medical Workforce Unit.

This document captures the essential requirements for the employment and management of Locum Medical Officers in NSW Public Health Organisations, including a candidate's current registration status, results of criminal history checks, health and vaccination status, references, completion of mandatory online pre-employment training and knowledge of NSW Health policies, approval for secondary employment and fitness to perform a role.

Clinical skills checks and referee checks.

These documents include a Locum Medical Officer clinical skills self-assessment (2.1), a referee check for clinical skills (2.1) and three referee checks for professional behaviour (2.2, 2.3 and 2.4), one of these to be conducted with a referee who has supervised the Medical Locum Officer within the past 12 months.

Document 2.1 – Clinical Skills Self-Assessment.

To be completed by a Locum Medical Officer and provided to a Medical Locum Agency for submission to a NSW Public Health Organisation Medical Workforce Unit.

Document 2.2 – Referee Check for Clinical Skills

To be completed by a Medical Locum Agency and provided to a NSW Public Health Organisation Medical Workforce Unit.

Document 2.3 – Referee Check for Professional Behaviour

To be completed by a Medical Locum Agency and provided to a NSW Public Health Organisation Medical Workforce Unit.

Document 2.4 – Referee Check for Professional Behaviour

To be completed by a Medical Locum Agency and provided to a NSW Public Health Organisation Medical Workforce Unit.

Document 2.5 – Referee Check for Professional Behaviour

To be completed by a Medical Locum Agency in consultation with a recent supervisor (within the past 12 months) and provided to a NSW Public Health Organisation Medical Workforce Unit.

Document 3: Approval for Secondary Employment

A template for completion by a Medical Officer who has substantive employment with a NSW Public Health Organisation to demonstrate that they have approval to undertake secondary employment as a Locum Medical Officer. This document must be provided on registration with a Medical Locum Agency.

Document 4: Role Specification template

To be prepared and provided by a Clinical Department to a NSW Public Health Organisation Medical Workforce Unit and incorporated with an Order to a Medical Locum Agency to describe the duties and requirements of a role to be filled.

Document 5: Criminal Record Statutory Declaration – Australia

To be completed by a Locum Medical Officer, as necessary, on registration with a Medical Locum Agency. This document must be obtained by a Medical Locum Agency if the National Police Certificate provided by a Locum Medical Officer is less than three years old but was generated prior to their registration with the Agency. Any offences committed since the date of the Certificate must be declared.

Document 6: Minimum requirements for the Locum Medical Officer Pre-Placement and Orientation Packs

This document sets out the minimum requirements for the information to be provided in Locum Medical Officer Pre-Placement and Orientation Packs.

The Pre-Placement Pack is to be prepared by a Medical Workforce Unit and provided to a Locum, via a Medical Locum Agency, in advance of a placement. It is intended to assist in orientation to the department, facility and health network in which the Locum Medical Officer will be placed, as well as the town or locality, to include any relevant information about local amenities, accommodation and transport.

The Orientation Pack is to be prepared by a Clinical Department and provided to a Locum Medical Officer on their presentation for duty to provide succinct information about the department, the facility, local clinical protocols, communication systems and emergency/resuscitation arrangements, reporting and supervisory responsibilities and supports to the role.

Document 7: Locum Medical Officer Performance Assessment

A tick-box form for completion by a Locum Medical Officer's supervisor or Clinical Department Head to provide feedback to a Medical Workforce Unit and Medical Locum Agency on the Locum Medical Officer's performance.

Document 8: Locum Medical Officer feedback form template

This template may be adapted for use by Public Health Organisations as a form to be provided to Locum Medical Officers with the Orientation Pack at the start of a placement in a NSW Public Health Organisation. Locum Medical Officers are encouraged to complete and provide this form to the Medical Workforce/Locum Manager and/or to their Medical Locum Agency on completion of a placement.

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Document 1: Locum Medical Officer Pre-Placement Checklist

This document must be completed by a Medical Locum Agency in relation to a proposed candidate and submitted with supporting documents to a NSW Public Health Organisation Medical Workforce Unit.

Note: original or certified copies of supporting documents must be sighted by a Medical Locum Agency.

This document is available in writeable PDF on the Locums pages of the NSW Health website at <http://www.health.nsw.gov.au/business/locums>

Locum name		Date	
Locum contact			
Agency			
Agency signature		Print name	

No.	Requirement	Yes	No	Evidence	
The Locum Medical Officer:					
1	- has undergone an interview with the Medical Locum Agency (Note: there is no need to sight qualifications used to gain registration as this is done by the Medical Board of Australia.)	<input type="checkbox"/>	<input type="checkbox"/>	Current resume obtained.	<input type="checkbox"/>
2	- is registered with the Medical Board of Australia, without conditions, or conditions that are not incompatible with the requirements of the role to be filled (Where conditions exist, a Medical Workforce Unit must conduct a risk assessment.)	<input type="checkbox"/>	<input type="checkbox"/>	Copy of registration status from Medical Board of Australia, dated within the past 7 days.	<input type="checkbox"/>
3	- has photo identification	<input type="checkbox"/>	<input type="checkbox"/>	Copy of document/card.	<input type="checkbox"/>
4	- has a current National Police Certificate (within 3 years)	<input type="checkbox"/>	<input type="checkbox"/>	Copy of Certificate.	<input type="checkbox"/>
	and - if the Certificate was obtained prior to registration with the Medical Locum Agency, a Statutory Declaration of any convictions or pending charges since the date of the Certificate	<input type="checkbox"/>	<input type="checkbox"/>	Statutory Declaration.	<input type="checkbox"/>
	or -a current National Police Certificate obtained by the Medical Locum Agency on registration with the Agency.	<input type="checkbox"/>	<input type="checkbox"/>	Copy of Certificate.	<input type="checkbox"/>
5	- has provided a Working With Children Check (WWCC) , clearance number	<input type="checkbox"/>	<input type="checkbox"/>	WWCC clearance number, date of clearance and expiry.	<input type="checkbox"/>
	or - has a WWCC application number from the Office of the Children's Guardian , to be activated at a Service NSW centre prior to placement in a NSW Public Health Organisation	<input type="checkbox"/>	<input type="checkbox"/>	Agency monitors activation by Locum Medical Officer.	<input type="checkbox"/>
6	- has documentary evidence of approval to undertake secondary employment , if they are a NSW Health employee	<input type="checkbox"/>	<input type="checkbox"/>	Copy of approval document.	<input type="checkbox"/>

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



No.	Requirement	Yes	No	Evidence
7	- is aware that prior to commencing a role, a NSW Health internal service check will be conducted by the relevant Local Health District/Specialty Network in accordance with NSW Health PD2013_036 <i>Service Check Register for NSW Health</i> if a current or former NSW Health employee	<input type="checkbox"/>	<input type="checkbox"/>	Agency to confirm. <input type="checkbox"/>
8	- if an international medical graduate/overseas doctor , has a valid permit to work in Australia and a visa permitting work at multiple work sites	<input type="checkbox"/>	<input type="checkbox"/>	Certified copy of relevant work visa plus photo page of passport. <input type="checkbox"/>
9	- if an international medical graduate/overseas doctor , has provided police clearance from country/s of citizenship or residence since age of 16, or Statutory Declaration of same.	<input type="checkbox"/>	<input type="checkbox"/>	Certified copy or copies of police clearance/Statutory Declaration. <input type="checkbox"/>
10	- has completed a Clinical Skills Self-Assessment form (<i>Document 2.1</i>) and has been the subject of a Reference for Clinical Skills (<i>Document 2.2</i>)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	Copy of document. <input type="checkbox"/> Copy of document. <input type="checkbox"/>
11	- has been subject of three referee checks regarding professional behaviour (<i>Documents 2.3, 2.4 and 2.5</i>), including one from a current or recent (within 12 months) supervisor and/or Department Head	<input type="checkbox"/>	<input type="checkbox"/>	Copies of 3 referee checks. <input type="checkbox"/>
12	- has undergone screening and vaccination as required by NSW Health, in compliance with NSW Health <i>PD 2018_009 Occupational Assessment, Screening & Vaccination Against Specified Infectious Diseases</i>	<input type="checkbox"/>	<input type="checkbox"/>	Copy of record or letter from any NSW LHD or Specialty Network confirming vaccination and (if required) serological confirmation of protection. Completed forms 1 and 2 attached to Policy Directive. If required, results of Tuberculin Skin Test. <input type="checkbox"/>
13	- has undertaken all modules of the NSW Health online mandatory training in the HETI Moodle or <i>My Health Learning</i> for Locum Medical Officers who have not previously worked in a NSW Public Health Organisation	<input type="checkbox"/>	<input type="checkbox"/>	Certificate/s of completion of all modules. <input type="checkbox"/>
14	- is aware that they may be required to work in a smaller regional/rural facility where skills at specialist level and/or work with minimal supervision may be an important factor	<input type="checkbox"/>	<input type="checkbox"/>	Agency to confirm <input type="checkbox"/>
15	- is aware that a role may involve the requirement to supervise Junior Medical Officers	<input type="checkbox"/>	<input type="checkbox"/>	Agency to confirm. <input type="checkbox"/>
16	- is mentally and physically able to perform the services for which they are to be engaged	<input type="checkbox"/>	<input type="checkbox"/>	Agency to confirm. <input type="checkbox"/>
17	- is able to perform an assignment in accordance with the accepted medical practice and direction of the respective customer	<input type="checkbox"/>	<input type="checkbox"/>	Agency to confirm. <input type="checkbox"/>
18	- has received a Role Specification	<input type="checkbox"/>	<input type="checkbox"/>	Agency to confirm. <input type="checkbox"/>
19	- has received a Pre-Placement Pack in advance of the placement.	<input type="checkbox"/>	<input type="checkbox"/>	Agency to confirm. <input type="checkbox"/>

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



Document 2.1: Clinical Skills Self Assessment

This document must be completed by a Locum Medical Officer and returned to a Medical Locum Agency for submission to a NSW Public Health Organisation Medical Workforce Unit.

This document is available in writeable PDF on the Locums pages of the NSW Health website at www.health.nsw.gov.au/business/locums

Locum name		Date	
Agency			
Agency signature		Print name	

SKILLS	Theory Only	Have observed and can perform)	Have performed and can teach
GENERAL RESIDENT: General medical abilities as a resident/senior resident medical officer to <i>work under supervision</i> . This must include understanding of own limitations and when to ask for assistance, and including (not exhaustive) proficiency in peripheral venous cannulation, arterial blood gas sampling, urethral catheterisation, ECG interpretation, lumbar puncture, use of fluids and blood products, simple suturing.			
IN-CHARGE: Able to prioritise, know own limitations and ask for help where appropriate, can communicate severity appropriately over the phone and can supervise others (particularly the type of skill to be in charge of a department or hospital).			
BASIC PAEDIATRIC SKILLS: Basic paediatric care – general abilities to assess children having completed a paediatric resident term, or seen children in a mixed emergency department. Includes peripheral venous cannulation in children.			
EMERGENCY MEDICINE: Able to correlate history, examination and diagnostic tests in order to make provisional diagnosis and initiate management for <i>most presentations</i> to the emergency department. This includes (but is not exclusive to) ability to manage multisystem trauma, management of simple fractures and dislocations, complex suturing, use of slit lamps and ENT instruments for removal of foreign bodies.			
INTENSIVE CARE UNIT MEDICINE: Mechanical ventilation. Can generally function at the level of a registrar in intensive care.			
INTERNAL MEDICINE ADULT: Able to correlate history, examination and diagnostic tests in order to make provisional diagnosis and initiate management for patients admitted or proposed to be admitted under an adult physician.			
Minimum 6 months experience as a medical registrar or equivalent: Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>			
PSYCHIATRY: Sufficient knowledge about mental health to be able to make independent clinical decisions and in particular current knowledge of the Mental Health Act. Can function in a multidisciplinary team.			
Minimum of 6 months' experience as a psychiatry registrar: Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>			
SURGERY: Experience as a surgical registrar in a relevant surgical subspecialty, with sufficient knowledge to make independent decisions. Recent experience in trauma call teams.			
Minimum of 6 months' experience as a surgical registrar in a relevant surgical subspecialty: Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>			

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



AIRWAY AND BREATHING - SKILLS	<i>Theory Only</i>	<i>Have observed and can perform</i>	<i>Have performed and can teach</i>
MANUAL VENTILATION – ADULT: Manual ventilation; e.g. bag and mask ventilation, Guedels airway, laryngeal mask airway – adult.			
UNCOMPLICATED INTUBATION – ADULT: Uncomplicated intubation of an unconscious adult patient.			
DIFFICULT INTUBATION – ADULT: Difficult intubation.			
CONTINUOUS POSITIVE AIRWAY PRESSURE (CPAP)			
BILEVEL POSITIVE AIRWAY PRESSURE (BiPAP)			
INTERCOSTAL CATHETER INSERTION			

CIRCULATION - SKILLS	<i>Theory Only</i>	<i>Have seen and can perform</i>	<i>Have performed and can teach</i>
CENTRAL LINE INSERTION			
ARTERIAL LINE INSERTION			
VASOACTIVE DRUGS: Use of vasoactive drugs.			
CARDIOVERSION and DEFIBRILLATION: Emergency cardioversion and defibrillation.			
EXTERNAL PACING			
PERICARDIOCENTESIS			

PAEDIATRIC CARE - SKILLS	<i>Theory Only</i>	<i>Have observed and can perform</i>	<i>Have performed and can teach</i>
PAEDIATRIC MANUAL VENTILATION: Including bag and mask in children.			
ADVANCED PAEDIATRIC LIFE SUPPORT: Experience in advanced paediatric resuscitation and life support.			
PAEDIATRIC INTEROSSEOUS LINES: Experience in inserting interosseous lines into acutely unwell children.			
PAEDIATRIC ARTERIAL BLOOD GAS: Experience in paediatric blood gas sampling.			

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



NEONATAL CARE - SKILLS	<i>Theory Only</i>	<i>Have seen and can perform</i>	<i>Have performed and can teach</i>
NEONATAL MANUAL VENTILATION: e.g. bag and mask, neopuff.			
NEONATAL RESUSCITATION: Experience in the acute resuscitation of neonates, including intubation and ventilation.			
NEONATAL BLOOD GASES			
NEONATAL CANNULATION: Can place peripheral venous cannulas in neonates.			
NEONATAL UMBILICAL LINES: Experience in placement of umbilical venous and arterial lines.			
NEONATAL ADVANCED SKILLS: Including mechanical ventilation and insertion of intercostal catheters.			

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



Document 2.2: Referee Check - Clinical Skills Assessment

This document must be completed by or on behalf of a referee for each Locum Medical Officer and provided by a Medical Locum Agency to a NSW Public Health Organisation Medical Workforce Unit.

This document is available in writeable PDF on the Locums pages of the NSW Health website at www.health.nsw.gov.au/business/locums

Name of Locum Medical Officer:			
Name of referee:			
Position of referee:			
Signature:		Date:	

SKILLS	Not observed	Capable (referee observations)	Capable (observations of others)	Unsure
GENERAL RESIDENT: General medical abilities as a resident/senior resident medical officer to <i>work under supervision</i> . This must include understanding of own limitations and when to ask for assistance, and including (not exhaustive) proficiency in peripheral venous cannulation, arterial blood gas sampling, urethral catheterisation, ECG interpretation, lumbar puncture, use of fluids and blood products, simple suturing				
IN-CHARGE: Able to prioritise, know own limitations and ask for help where appropriate, can communicate severity appropriately over the phone, and can supervise others (particularly the type of skill to be in charge of a department, or hospital)				
BASIC PAEDIATRIC SKILLS: Basic paediatric care – general abilities to assess children having completed a paediatric resident term, or seen children in a mixed emergency department. Includes peripheral venous cannulation in children.				
EMERGENCY MEDICINE: Able to correlate history, examination and diagnostic tests in order to make provisional diagnosis and initiate management for <i>most presentations</i> to the emergency department. This includes (but not exclusive to) ability to manage multisystem trauma, management of simple fractures and dislocations, complex suturing, use of slit lamps and ENT instruments for removal of foreign bodies.				
INTENSIVE CARE UNIT MEDICINE: Mechanical ventilation can generally function at the level of a registrar in intensive care.				
INTERNAL MEDICINE ADULT: Able to correlate history, examination and diagnostic tests in order to make provisional diagnosis and initiate management for patients admitted or proposed to be admitted under an adult physician.				
Minimum 6 months experience as a medical registrar or equivalent: Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>				
PSYCHIATRY: Sufficient knowledge about mental health to be able to make independent clinical decisions and in particular current knowledge of the Mental Health Act. Can function in a multidisciplinary team.				
Minimum of 6 months' experience as a psychiatry registrar: Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>				
SURGERY: Experience as a surgical registrar in a relevant surgical subspecialty, with sufficient knowledge to make independent decisions. Recent experience in trauma call teams.				
Minimum of 6 months' experience as a surgical registrar in a relevant surgical subspecialty: Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>				

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AIRWAY AND BREATHING - SKILLS	<i>Not observed</i>	<i>Capable (referee observations)</i>	<i>Capable (observations of others)</i>	<i>Unsure</i>
MANUAL VENTILATION – ADULT: Manual ventilation; e.g. bag and mask ventilation, Guedels airway, laryngeal mask airway – adult				
MANUAL VENTILATION – ADULT: Manual ventilation; e.g. bag and mask ventilation, Guedels airway, laryngeal mask airway – adult.				
UNCOMPLICATED INTUBATION – ADULT: Uncomplicated intubation of an unconscious adult patient.				
DIFFICULT INTUBATION – ADULT: Difficult intubation.				
CONTINUOUS POSITIVE AIRWAY PRESSURE (CPAP)				
BILEVEL POSITIVE AIRWAY PRESSURE (BiPAP)				
INTERCOSTAL CATHETER INSERTION				

CIRCULATION - SKILLS	<i>Not observed</i>	<i>Capable (referee observations)</i>	<i>Capable (observations of others)</i>	<i>Unsure</i>
CENTRAL LINE INSERTION				
ARTERIAL LINE INSERTION				
VASOACTIVE DRUGS: Use of vasoactive drugs.				
CARDIOVERSION and DEFIBRILLATION: Emergency cardioversion and defibrillation.				
EXTERNAL PACING				
PERICARDIOCENTESIS				

PAEDIATRIC CARE - SKILLS	<i>Not observed</i>	<i>Capable (own observations)</i>	<i>Capable (observations of others)</i>	<i>Unsure</i>
ADV PAED LIFE SUPPORT experience in advanced paediatric resuscitation and life support.				
PAEDIATRIC MANUAL VENTILATION: Including bag and mask in children.				
ADVANCED PAEDIATRIC LIFE SUPPORT: Experience in advanced paediatric resuscitation and life support.				
PAEDIATRIC INTEROSSEOUS LINES: Experience in inserting interosseous lines into acutely unwell children.				
PAEDIATRIC ARTERIAL BLOOD GAS: Experience in paediatric blood gas sampling.				

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



NEONATAL CARE - SKILLS	<i>Not observed</i>	<i>Capable (own observations)</i>	<i>Capable (observations of others)</i>	<i>Unsure</i>
NEONATAL MANUAL VENTILATION: e.g. bag and mask, neopuff.				
NEONATAL RESUSCITATION: Experience in the acute resuscitation of neonates, including intubation and ventilation.				
NEONATAL BLOOD GASES				
NEONATAL CANNULATION: Can place peripheral venous cannulas in neonates.				
NEONATAL UMBILICAL LINES: Experience in placement of umbilical venous and arterial lines.				
NEONATAL ADVANCED SKILLS: Including mechanical ventilation and insertion of intercostal catheters.				

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



Document 2.3: Referee Check – Professional Behaviour (1 of 3)

This document must be completed by a Medical Locum Agency for submission to a Local Health District Medical Workforce Unit.

This document is available in writeable PDF on the Locums pages of the NSW Health website at <http://www.health.nsw.gov.au/business/locums/Pages/default.aspx>

Name of Locum Medical Officer:			
Agency:		Date	
Agency signature:			

Referee 1			
Name:			
Present position:			
Phone:			
Mobile:			
Fax:			
Email:			
Responses are based upon:	Direct observation	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Review of accumulated information and reports about the practitioner's performance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Time period:	From:	To:	
Setting:	<input type="checkbox"/> Ward <input type="checkbox"/> Emergency Department <input type="checkbox"/> Community <input type="checkbox"/> Other		

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



Would you employ this medical officer again?	<input type="checkbox"/> Yes
	<input type="checkbox"/> With hesitation Why?
<input type="checkbox"/> No Why?	
What are his/her strengths?	
Does he/she ask for assistance if needed? I.e. knows own limitations.	
How well does he/she handle pressure or a busy workload?	
How would you describe his/her communication and interpersonal skills. With patients and staff?	
Does he/she work well and safely in team situations?	
Are the clinical skill levels set out in <i>Appendix 2.1: Clinical Skills Self-Assessment</i> form verified by the referee?	

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



Is he/she adequately able to adapt to a new workplace?	
Are you aware of any disciplinary action or legal proceedings (pending, ongoing or past) against the Medical Officer?	
Are there any issues that may impact on his/her performance that we should be aware of?	

DMS/JMO Manager report from primary position										
Reliable	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Punctual	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Complaints	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
Disciplinary action taken	Yes <input type="checkbox"/>	No <input type="checkbox"/>	General Performance	Excellent <input type="checkbox"/>	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>			
Other issues of relevance:										

For Medical Locum Agency use only			
Verbal reference:			
Resume verified:			
Details taken by: (print name)			
Signed:		Date	
Position:			

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



Document 2.4: Referee Check – Professional Behaviour (2 of 3)

This document must be completed by a Medical Locum Agency for submission to a Local Health District Medical Workforce Unit.

This document is available in writeable PDF on the Locums pages of the NSW Health website at <http://www.health.nsw.gov.au/business/locums/Pages/default.aspx>

Name of Locum Medical officer:			
Agency:		Date:	
Agency signature:			

Referee 2			
Name:			
Present position:			
Phone:			
Mobile:			
Fax:			
Email:			
Responses are based upon:	Direct observation	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Review of accumulated information and reports about the practitioner's performance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Time period:	From:	To:	
Setting:	<input type="checkbox"/> Ward <input type="checkbox"/> Emergency Department <input type="checkbox"/> Community <input type="checkbox"/> Other		

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



Would you employ this Locum Medical Officer again?	<input type="checkbox"/> Yes
	<input type="checkbox"/> With hesitation Why?
<input type="checkbox"/> No Why?	
What are his/her strengths?	
Does he/she ask for assistance if needed? I.e. knows own limitations.	
How well does he/she handle pressure or a busy workload?	
How would you describe his/her communication and interpersonal skills. With patients and staff?	
Does he/she work well and safely in team situations?	
Are the clinical skill levels set out in <i>Appendix 2.1: Clinical Skills Self-Assessment</i> form verified by the referee?	

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Is he/she adequately able to adapt to a new workplace?	
Are you aware of any disciplinary action or legal proceedings (pending, ongoing or past) against the Locum Medical Officer?	
Are there any issues that may impact on his/her performance that we should be aware of?	

DMS/JMO Manager report from primary position											
Reliable	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Punctual	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Complaints	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
Disciplinary action taken	Yes <input type="checkbox"/>	No <input type="checkbox"/>	General Performance	Excellent <input type="checkbox"/>	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>				
Other issues of relevance:											

For Medical Locum Agency Use Only			
Verbal reference:			
Resume verified:			
Details taken by: (print name)			
Signed:		Date:	
Position:			

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



Document 2.5: Referee Check – Professional Behaviour (3 of 3)

This document must be completed by a Medical Locum Agency for submission to a Local Health District Medical Workforce Unit.

Note: This reference must be obtained from a current supervisor or the Department Head of a recent employer. Recent is defined as being within the past 12 months.

This document is available in writeable PDF on the Locums pages of the NSW Health website at <http://www.health.nsw.gov.au/business/locums/Pages/default.aspx>

Name of Locum Medical Officer:			
Agency:		Date:	
Agency signature:			

Referee 3			
Name:			
Present position:			
Phone:			
Mobile:			
Fax:			
Email:			
Responses are based upon:	Direct observation	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Review of accumulated information and reports about the practitioner's performance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Time period:	From:	To:	
Setting:	<input type="checkbox"/> Ward <input type="checkbox"/> Emergency Department <input type="checkbox"/> Community <input type="checkbox"/> Other		

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



Would you employ this Locum Medical Officer again?	<input type="checkbox"/> Yes
	<input type="checkbox"/> With hesitation Why?
<input type="checkbox"/> No Why?	
What are his/her strengths?	
Does he/she ask for assistance if needed? I.e. knows own limitations.	
How well does he/she handle pressure or a busy workload?	
How would you describe his/her communication and interpersonal skills. With patients and staff?	
Does he/she work well and safely in team situations?	
Are the clinical skill levels set out in <i>Appendix 2.1: Clinical Skills Self-Assessment</i> form verified by the referee?	
Is he/she adequately able to adapt to a new workplace?	

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Are you aware of any disciplinary action or legal proceedings (pending, ongoing or past) against the Locum Medical Officer?	
Are there any issues that may impact on his/her performance that we should be aware of?	

DMS/JMO Manager report from primary position										
Reliable	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Punctual	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Complaints	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
Disciplinary action taken	Yes <input type="checkbox"/>	No <input type="checkbox"/>	General Performance	Excellent <input type="checkbox"/>	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>			
Other issues of relevance:										

For Medical Locum Agency Use Only			
Verbal reference:			
Resume verified:			
Details taken by: (print name)			
Signed:		Date:	
Position:			

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Document 3: Approval for Secondary Employment

A Medical Officer who wishes to undertake secondary employment through a Medical Locum Agency must complete this form and obtain the support of their supervisor/department head and the approval of their Local Health District/Specialty Network Chief Executive or delegate. An authorised copy of the completed form must be provided to a Medical Locum Agency on registration for locum work in a NSW Public Health Organisation.

Medical Locum Agencies must provide an authorised copy of an Approval for Secondary Employment form to a NSW Local Health District/Specialty Network Medical Workforce Unit together with pre-placement and credentialing documents in respect of any candidate who is a NSW Health employee and is put forward for locum work in a NSW Public Health Organisation.

This document is available in writeable PDF on the Locums pages of the NSW Health website at <http://www.health.nsw.gov.au/business/locums/Pages/default.aspx>

NSW Health employee and employment details			
Stafflink no.			
Surname		Given name(s)	
Position number		Position title	
Current facility/ service		Department	
Local Health District/SN		Contact tel. no.	
Brief description of substantive employment			
Contracted hours of work per week			
Hours of regular overtime per week			
Total hours per day travelling to/from work per week			

Proposed secondary employment	
Employer/casual pool/agency	
Number of proposed hours per week	
Preferred shifts per week	
Preferred days	
Brief description of proposed employment	
Total hours per day travelling to/from proposed employment	
Employee declaration	

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I have read and understood the information provided with this form.

I agree to comply with the NSW Health PD2015_049 *Code of Conduct*, in particular, the standards set out in section 4.3 of the *Code of Conduct* regarding secondary employment.

I agree to comply with the requirements of the NSW Health Policy Directive PD2015_045 *Conflicts of Interest and Gifts and Benefits* in relation to secondary employment.

I confirm that any secondary employment will be undertaken in my own time, will not adversely affect my substantive role, will not lead to a conflict of interest, use of Health Service resources or Health Service information and will not affect my work performance, safety or the safety of colleagues, patients, clients or the public. I confirm that my substantive employer has the right to review and cancel this arrangement at any time.

Employee signature	
Date	

Supervisor / Department Head	
Request not supported <input type="checkbox"/> for the following reasons:	
Request supported <input type="checkbox"/> with the following conditions:	
Approval is granted until (date).	
The hours worked in secondary employment should not exceed(number) per week.	
The employee must ensure that there is a gap of at least 8 hours for rest, excluding travel time, between shifts for any employer.	
The employee must maintain a record of hours worked and provide a copy of the record on request.	
Signature	
Position	
Date	

Local Health District/Specialty Network Chief Executive, or delegate	
Chief Executive name	
Chief Executive signature	
Delegate name	
Delegate position	
Delegate signature	
Request approved <input type="checkbox"/>	Request not approved <input type="checkbox"/>

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Document 4: Role Specification template

A Role Specification must be provided by a Medical Workforce Unit to a Medical Locum Agency to assist in matching the best available candidate to the role to be filled.

This template for a Role Specification is provided for use by Clinical Departments and Medical Workforce Units in capturing the essential requirements for a role to be filled by a Locum Medical Officer. This template for a Role Specification is provided for use by Clinical Departments and Medical Workforce Units in capturing the essential requirements for a role to be filled by a Locum Medical Officer.

This template should be used in its electronic form. It is provided in Microsoft Word format and writeable PDF on the NSW Health Locum web pages at www.health.nsw.gov.au/locums. This template may be altered and adapted as necessary to describe the requirements of a role.

Essential information	
Clinical Department:	
Facility:	
Clinical health network:	
Geographical location:	
Position title:	
Supervisor / reports:	
Supervisory responsibilities:	
Hours / shifts:	
Role requirements	
Qualifications:	
Experience:	
Clinical skills/competencies:	
General resident	Example: General medical abilities as a resident/senior resident medical officer to <i>work under supervision</i> , including and not limited to proficiency in peripheral venous cannulation, arterial blood gas sampling, urethral catheterisation, ECG interpretation, lumbar puncture, use of fluids and blood products, simple suturing.
Paediatric	
Neonatal	
Emergency Medicine	
Intensive Care	

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Trauma	
Psychiatry	
Internal medicine	
Trauma	
Respiratory medicine	
Life support adult (basic/advanced)	
Life support paediatric (basic/advanced)	
Circulation	
Other skills/competencies:	
Communication:	
Patient / family/carer interaction:	
Colleague/team interaction:	

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Document 5: Criminal Record Statutory Declaration – Australia

To be completed by a Locum Medical Officer in relation to requirement 5 of the Locum Medical Officer Pre-Placement Checklist (Form 1).

(1) Name, address and occupation of person making the declaration. I,

do solemnly and sincerely declare that since the date on which my National Criminal Record Check was conducted (date of National Police Certificate):

.....

- 1. I do not have any criminal convictions or pending charges
- 2. I have the following criminal convictions or pending charges:

.....
.....
.....

I make this solemn declaration by virtue of the Statutory Declarations Act 1959 as amended and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

(2) Signature of person making the declaration.
Declared at

On

(3) Signature of person before whom the declaration is made.

(4) Title of person before whom the declaration is made.

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



NOTE 1.-A person who wilfully makes a false statement in a statutory declaration under the Statutory Declarations Act 1959 as amended is guilty of an offence against that Act, the punishment making a false statement is 4 years imprisonment.

NOTE 2.-A statutory declaration under the Statutory Declarations Act 1959 as amended may be made only before a Chief, Police, Resident or Special Magistrate; Stipendiary Magistrate or any Magistrate in respect of whose office an annual salary is payable; a Justice of the Peace; a person authorised under any law in force in Australia to take affidavits; a person appointed under the Statutory Declarations Act 1959 as amended or under a State Act to be a Commissioner for Declarations; a person appointed as a Commissioner for Declarations under the Statutory Declarations Act 1959, or under that Act as amended, and holding office immediately before the commencement of the Statutory Declarations Act 1959; a Notary Public; a person before whom a statutory declaration may be made under the law of the State in which a declaration is made; or a person appointed to hold, or act in, the office in a country or place outside Australia or the Australian Consul General, Consul, Vice-Consul, Trade Commissioner, Consular Agent, Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, or Counsellor, Secretary or Attaché' at an Embassy, High Commissioner's office, Legation or other post.

Document 6: Minimum Requirements for the Locum Medical Officer Pre-Placement and Orientation Packs

The Locum Medical Officer Pre-Placement Pack and Orientation Packs provide information to assist a Locum Medical Officer in advance of and on arrival for a placement in a NSW Public Health Organisation.

Locum Medical Officer Orientation Pack

An Orientation Pack must be provided to a Locum on his/her arrival for a placement in a Clinical Department. The information provided in this Pack should be written in succinct, dot-point form to allow it to be easily read, digested and used for reference. The Orientation Pack should not exceed ten (10) A4 pages in length. The minimum requirements include:

- detail regarding the role, supervisor/s, supports to the role, reporting requirements and any supervisory responsibilities
- security arrangements and login information
- key information regarding all relevant local clinical protocols and procedures, hospital communication systems and emergency/resuscitation arrangements
- detail regarding clinical support services such as pathology, medical imaging and procedures for requesting tests
- a list of useful contacts, including names, roles, locations and telephone numbers
- handover procedures for the Clinical Department
- health facility site map
- Locum Medical Officer feedback form

Locum Medical Officer Pre-Placement Pack

A Pre-Placement Pack must be provided by a Medical Workforce Unit to a Locum Medical Officer, via a Medical Locum Agency on placement of a Confirmed Order. The Pre-Placement Pack is provided to inform and prepare a locum in advance of a placement. The minimum requirements include:

- information about travel and accommodation relating to the placement
- town/locality map, detail of local amenities, shops and services such as Service NSW centres (for Working with Children Check completion)
- name, location and key contacts for the Clinical Department and the facility in which the Locum will be placed
- general information about the health facility and its place within the local network of health services
- general information, or Frequently Asked Questions sheet regarding conditions of work with the facility/LHD/Specialty Network
- security information
- a health facility site map

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Document 7: Locum Medical Officer Performance Assessment

This document may be completed by a Department Head or supervisor to provide feedback on the performance of a Medical Locum Officer to the Medical Workforce Unit at the conclusion of a placement.

This document is available in writeable PDF on the Locums pages of the NSW Health website at <http://www.health.nsw.gov.au/business/locums/Pages/default.aspx>

Locum Medical Officer name:	
Department / Facility:	
Assessor name:	
Assessor title:	

Locum Medical Officer Placement				
Role:				
Date/s:		Day <input type="checkbox"/>	Evening <input type="checkbox"/>	Night <input type="checkbox"/>

Clinical skills / conduct	Good ✓	Satisfactory ✓	Poor ✓	Unable to comment / not observed ✓
Demonstrated experience in the role				
Clinical knowledge				
Application of skills				
Clinical examination skills				
Critical care				
Professional behaviour				
Focus on clinical responsibilities				
Ability to work in a team environment				
Willingness to follow directions				
Ability to work with minimal supervision				
Verbal communication skills				
Written communication skills				
Listening skills				

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Clinical skills / conduct	Good ✓	Satisfactory ✓	Poor ✓	Unable to comment / not observed ✓
Communication with patients				
Communication with relatives				
Communication with nursing staff				
Communication with medical staff				

Should this Locum Medical Officer be engaged for future roles in your Department?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If so, should this Locum Medical Officer be placed in the same role?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If not, does this Locum Medical Officer require further training or development?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Have you provided this feedback to the Locum Medical Officer?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are you willing to provide a reference for this Locum Medical Officer to other Public Health Organisations?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Further comments (optional)

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Document 8: Locum Medical Officer Feedback Form

This template can be adapted for use by a Medical Workforce Unit. It is a document that may be completed by a Locum Medical Officer to provide feedback to a Medical Workforce Unit and a Medical Locum Agency at the conclusion of a placement.

This document is provided in Microsoft Word format on the NSW Health Locum web pages at <http://www.health.nsw.gov.au/business/locums>

Locum Medical Officer name:		
Placement facility and department:		
Placement role / position:		
Placement date/s:		
Did you receive pre-placement and/or orientation information relating to this placement?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Did you receive orientation upon arrival?	Prior <input type="checkbox"/>	On arrival <input type="checkbox"/>
Was the orientation written and/or verbal?	Written <input type="checkbox"/>	Verbal <input type="checkbox"/>
How would you rate the quality of the pre-placement and/or orientation information?	High <input type="checkbox"/>	Low <input type="checkbox"/>
Did the facility staff make you feel welcome?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Were there sufficient resources to assist you to do your job properly?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If not, please explain:		
Did you receive sufficient supervision, guidance and support during this placement?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If not, please explain:		
Have you received feedback on your performance during this placement from your supervisor or Department Head?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Would you elect to return to this facility for future placements?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is there anything else you would like to tell us?		

Please return this form to the Medical Workforce Unit at (address):

Alternatively, you may provide your feedback online at www.surveymonkey.com/xxxxxxx

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Appendix B: Agreement for the Employment of Locum Medical Officers in NSW Public Health Organisations

This standard agreement has been prepared for use by NSW Public Health Organisations in the engagement of Medical Locum Agencies.

This document contains mandatory clauses, highlighted in yellow, that reflect NSW Health policy requirements and standards and conditions for the conduct of Medical Locum Agencies providing Locum Medical Officers to NSW Public Health Organisations.

Public Health Organisations may negotiate with Medical Locum Agencies any additional contractual clauses that are not inconsistent or conflict with the mandatory clauses.

**Employment and Management of Locum Medical
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CONTENTS PAGE

[to be inserted]

Employment and Management of Locum Medical Officers by NSW Public Health Organisations



THIS AGREEMENT is made on the day of 2 .
BETWEEN

(Name) , a statutory corporation established pursuant to the *Health Services Act* 1997, of **(address)** , (“**the Customer**”);

ABN

(Name) , **ABN** of **(address)** , (“**the Supplier**”)

1 DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise defined, all terms used in this Agreement have the same meaning as in the Policy and the standards and conditions for the provision of Locum Medical Officers to NSW Public Health Organisations set out in the NSW Health Medical Locum Agency Requirements

1.2 For the purpose of this Agreement:

“**Agreement**” means this agreement and includes:

(a) any Schedules annexed to it; and

(b) the NSW Health standards and conditions for the provision of Locum Medical Officers to NSW Public Health Organisations

“**Authorised Officer**” for each party means the person specified in Schedule 1 or such other person as the party may, from time to time, nominate in writing;

“**Confidential Information**” means information of a party whether verbal, written or in electronic form or some other form that:

(a) is confidential by its nature;

(b) is designated by either party as confidential; or

(c) the recipient of the information knows or ought to know is confidential to either party, its agents or its advisers,

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but does not include information that:

- (d) is or becomes public knowledge, other than by breach of this Agreement or by any unlawful means; or
- (e) is ascertainable through independent enquiries;

“Confirmed Order” has the meaning given to it by clause 5.4 of this Agreement;

“Fee” means the fee as referred to in clause 6 and Schedule 2;

“GST” has the meaning given to this term in the GST Law;

“GST Law” has the meaning given by the *A New Tax System (Goods & Goods and Services Tax) Act 1999 (Cth)*, related legislation and any delegated legislation made pursuant to such legislation;

“Intellectual Property” includes patent, know-how, copyright, design, semi-conductor or circuit layout rights, computer software, confidential information, domain names, formulas, inventions, trademarks, trade, business or company names or other proprietary rights and any rights to registration of such rights in Australia or elsewhere.

“Locum Medical Officer” means a medical practitioner introduced to the Customer by the Supplier in accordance with this Agreement, and who may be employed by the Customer in casual or temporary capacity to provide cover for an absent member of the permanent non-specialist medical staff or when shifts are unable to be filled by overtime or casual medical employees, and who is not a current member of the Customer’s casual medical pool;

“Medical Locum Agency Requirements” means the requirements for certification and entry to the NSW Health Register of Medical Locum Agencies. The Medical Locum Agency Requirements set out the standards and conditions against which Medical Locum Agencies must demonstrate compliance for certification and continued registration to supply Locum Medical Officers to NSW Public Health Organisations;

“Medical Workforce Unit” means the unit of the Customer responsible for the employment of Locum Medical Officers, the contact details for which are described in Schedule 3 to this Agreement;

“NSW Health” means public health organisations, the NSW Ministry of Health, the Ambulance Service of NSW, and all other organisations under the control and direction of the Minister for Health or the Secretary of Health;

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“Order” means a request made by the Customer made in accordance with this Agreement seeking an appropriate Locum Medical Officer to fill a shift or shifts at a health facility controlled by the Customer;

“Public Health Organisation” means a public health organisation constituted under the *Health Services Act 1997* (NSW);

“Policy” means NSW Health Policy Directive PD2018_019 Employment and Management of Locum Medical Officers by NSW Public Health Organisations as amended or replaced from time to time;

“Services” means the supply of Locum Medical Officers to the Customer in accordance with this Agreement and the standards and conditions set out in the Medical Locum Agency Requirements;

“Standards and conditions” means the standards and conditions for the provision of Locum Medical Officers to NSW Public Health Organisations set out in the Medical Locum Agency Requirements, a copy of which is available at <http://www.health.nsw.gov.au/aboutus/business/locums/index.asp>, and which are incorporated as terms and conditions of this Agreement.

1.3 Except where the context otherwise requires:

- (a) clause headings are for convenience only and are not intended to affect the interpretation of this Agreement;
- (b) where any word or phrase has a defined meaning, any other form of that word or phrase has a corresponding meaning;
- (c) words in the singular include the plural and vice versa;
- (d) all the provisions in any Schedule to this Agreement are incorporated in, and form part of, this Agreement and bind the parties; and
- (e) the terms of this Agreement prevail to the extent of any inconsistency between that term and any Schedule to this Agreement;
- (f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day.

2 TERM

2.1 This Agreement commences on _____, and continues for a period of _____ years unless terminated earlier in accordance with clause 18.

Renewal Terms

2.2 No later than ninety (90) days prior to the expiration of the Agreement, the parties may agree in writing to extend the Agreement for a further term (“Renewal Term”),

and the terms of this Agreement, which may be modified by the parties by agreement in writing, will apply to any such Renewal Term.

3 RESPONSIBILITIES OF THE CUSTOMER

3.1. The Customer acknowledges and agrees that:

- (a) Locum Medical Officers supplied by the Supplier under this Agreement are, at the time they commence a shift at a the Customer facility, engaged by the Customer as employees of the NSW Public Health Organisation pursuant to the *Health Services Act 1997*;
- (b) it assumes, as the delegate of the Secretary of the NSW Ministry of Health, all statutory and other legal obligations in respect of that employment relationship; and
- (c) it will comply with all applicable NSW Health policy directives in respect of that employment relationship, including NSW Health Policy Directive PD2012_046 *Remuneration Rates for non-specialist medical staff – short term / casual (locum)*, as amended or replaced from time to time, and where rates are approved in accordance with PD2012_046 that exceed the rates prescribed by that policy the Customer must provide a copy of the approval to the Supplier at the time of the Confirmed Order.

3.2 The Customer must at all times during the term of this Agreement:

- (a) ensure that the level of responsibilities and duties at which it requires a Locum Medical Officer to work in its facilities are consistent with those specified in the Order;
- (b) provide appropriate supervision and direction of the Locum Medical Officer whilst the Locum Medical Officer works at any facility of the Customer;
- (c) ensure Locum Medical Officers are made aware of any applicable policies and procedures of the Customer, and any changes to them from time to time; and
- (d) notify the Supplier in writing of any concerns held by the Customer about the performance or conduct of a Locum Medical Officer that arise where the Locum Medical Officer is working at a facility of the Customer pursuant to a Confirmed Order.

4 RESPONSIBILITIES OF THE SUPPLIER

4.1 The Supplier must at all times during the term of this Agreement:

- (a) remain listed on the NSW Health Register of Medical Locum Agencies;

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- (b) comply with all requirements of the Policy and the Medical Locum Agency Requirements, including any changes or updates to the Policy and the Medical Locum Agency Requirements of which the Supplier is advised in writing by the NSW Ministry of Health from time to time;
 - (c) ensure that Locum Medical Officers consent to the Customer notifying the Supplier of the matters referred to in clause 3.2(d) of this Agreement;
 - (d) provide the Services diligently and with all reasonable skill and care expected in the provision of such Services and in accordance with all representations and warranties as to the Supplier's experience and ability expressly or impliedly made by reference to:
 - (i) its application for inclusion on the NSW Health Register of Medical Locum Agencies;
 - (ii) this Agreement;
 - (iii) by law; or
 - (iv) any and all information, documents, forms and the like submitted by the Supplier to the NSW Ministry of Health and/or to any third party auditor body accredited with Joint Accreditation System of Australia & New Zealand (JAS-ANZ) for the purposes of inclusion on the NSW Health Register of Medical Locum Agencies;
 - (e) ensure that its agreements with Locum Medical Officers include a requirement that where a Locum Medical Officer is unable to work a shifts or shifts in a Confirmed Order for any reason, the Locum Medical Officer must advise the Customer's Medical Workforce Unit and/or the Supplier as soon as possible.
- 4.2 The parties agree that for the purpose of providing the Services the Supplier is required to obtain information from third parties (including but not limited to health professional registration bodies) and that it shall not be liable for any errors or inaccuracies contained in such information, provided that the Supplier acts with reasonable skill and care in obtaining and considering such information prior to passing it on to the Customer.

5 ORDERS

- 5.1 The Customer may place Orders for Locum Medical Officers in accordance with Medical Locum Agency Requirements and Schedule 3 to this Agreement.
- 5.2 The Customer does not make any representation or provide any guarantee or undertaking that it will place any particular volume of Orders, or any Orders at all,

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with the Supplier for supply of Locum Medical Officers under this Agreement, or that any Order placed will result in a Confirmed Order with the Supplier.

5.3 The Supplier does not make any representation or provide any guarantee or undertaking that it will be able to supply a Locum Medical Officer in response to an Order placed by the Customer.

5.4 Following the placing of an Order:

(a) the Supplier may offer to fill the Order with a Locum Medical Officer in accordance with the requirements of Schedule 3 to this Agreement; and

(b) the Customer may accept the Locum Medical Officer offered by the Supplier in accordance with the requirements of Schedule 3 to this Agreement,

in which case the Order becomes confirmed (a “**Confirmed Order**”).

5.5 All Orders and Confirmed Orders must be placed through the Customer’s Medical Workforce Unit and in accordance with the requirements of Schedule 3 to this Agreement.

5.6 The Customer will not have any obligation to pay commission to the Supplier in respect of any Confirmed Orders made otherwise than in accordance with clause 5.5 unless:

(a) where the Customer has an online/electronic booking system, the online/electronic booking system is temporarily unavailable due to technical problems and the Order or Confirmed Order is placed in accordance with the requirements of Schedule 3 to this Agreement; or

(b) the Supplier is advised by an officer of the Customer that the Order or Confirmed Order is required to be placed as an emergency and in accordance with the requirements of Schedule 3 to this Agreement.

5.7 Where there is a Confirmed Order in respect of a particular Locum Medical Officer:

(a) the Supplier must provide the Locum Medical Officer in accordance with the requirements of the Confirmed Order and must not unreasonably cancel the Confirmed Order;

(b) where the Supplier is unable to fulfil the Confirmed Order for any reason, the Supplier must:

(i) notify the Medical Workforce Unit in writing or orally in accordance with the requirements of Schedule 3 as soon as reasonably practicable to enable alternative filling of the vacancy;

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- (ii) not offer to supply that Locum Medical Officer for another shift or shifts at the same time at any NSW Health facility (except with the agreement of the Customer);
 - (iii) use its best endeavours to offer the Customer a suitable alternative Locum Medical Officer for the shift or shifts; and
 - (iv) if a suitable alternative Locum Medical Officer is not able to be supplied, reimburse the Customer any expenses (such as airfares or accommodation) which have been reasonably incurred by the Customer as a result of the placement of the Confirmed Order and prior to receiving notice of its cancellation;
- (c) the Customer must:
- (i) not further promote or advertise (internally or externally) the shift or shifts which are the subject of the Confirmed Order;
 - (ii) fulfil the requirements of the Confirmed Order and must not unreasonably cancel the Confirmed Order;
- (d) where the Customer is unable to fulfil the Confirmed Order for any reason (including without limitation that the shift or shifts the subject of the Confirmed Order are no longer available), the Customer must:
- (i) notify the Supplier of the cancellation in writing or orally in accordance with the requirements of Schedule 3 as soon as reasonably practicable;
 - (ii) where the Customer provides notice of cancellation to the Supplier less than 24 hours prior to the commencement of the shift or shifts covered by Confirmed Order, the Supplier shall be entitled to payment of the commission that would otherwise have been payable in respect of the shift or shifts covered by the Confirmed Order, unless:
 - (A) the Customer becomes aware that the Locum Medical Officer does not meet the requirements of the Order, in which case no commission is payable; (Note: this paragraph will also apply where a Confirmed Order is cancelled during the course of the shift or shifts covered by the Confirmed Order);
 - (B) the shift or shifts the subject of the Confirmed Order become unavailable due to unforeseen circumstances beyond the reasonable control of the Customer (such as a major incident), in which case no commission is payable;

- (C) the Locum Medical Officer is placed in alternative work by the Supplier during the whole of the working period covered by the Confirmed Order, in which case no commission is payable; or
- (D) the Locum Medical Officer is placed in alternative work for part of the working period covered by the proposed Order, in which case Supplier shall be entitled to payment of commission for the balance of the working period only; and
- (iii) reimburse the Supplier and the Locum Medical Officer any expenses (such as airfares or accommodation) which have been reasonably incurred as a result of the placement of the Confirmed Order and prior to receiving notice of its cancellation;
- (e) the Customer is required under NSW Health Policy Directive PD2013_036 *Service Check Register for NSW Health Services*, as amended or replaced from time to time, to complete a check of the NSW Health Service Check Register in respect of the Locum Medical Officer the subject of the Confirmed Order and, in the event the Locum Medical Officer is identified on the Register, the Customer:
 - (i) will conduct a risk assessment of the Locum Medical Officer pursuant to the NSW Health Service Check policy;
 - (ii) may at its absolute discretion cancel the Confirmed Order; and
 - (iii) will advise the Locum Medical Agency the Confirmed Order has been cancelled because:
 - (A) a risk assessment is required to be conducted pursuant to the NSW Health Service Check policy; or
 - (B) following a risk assessment conducted pursuant to the NSW Health Service Check policy, the Customer has decided not to accept placement of the Locum Medical Officer;
- (f) other than as expressly provided in clause 5.7(d)(ii), the Supplier and the Locum Medical Officer shall not be entitled to any commission, compensation, remuneration or other payment arising from the cancellation of a Confirmed Order by the Customer.

6 FEE

- 6.1 The Customer will, in consideration of the Supplier performing the Services, pay to the Supplier the Fee in accordance with Schedule 2.

7 GST

Same meaning as the GST law

7.1 The Parties agree that:

- (a) words or expressions used in this clause which are defined in the GST Law have the same meaning in this clause unless otherwise provided;
- (b) unless a payment is expressly stated to be inclusive of GST, all payments have been calculated without regard to GST;
- (c) if GST is payable on a Taxable Supply made under, by reference to, or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST amount as additional consideration.

Supplier to issue tax invoice

7.2 The supplier must deliver to the recipient (or the payer of the relevant consideration if different to the recipient) a tax invoice for any Taxable Supply made under this Agreement on the earlier of:

- (a) the date any claim for payment for the Taxable Supply is made by the supplier; or
- (b) the date any amount is payable by the recipient to the supplier in respect of the Taxable Supply.

Reimbursement of costs

7.3 If a payment to a party is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then that payment will be reduced by the amount of any input tax credit or reduced input tax credit to which that party is entitled for that loss, cost or expense.

Adjustment note

7.4 If an adjustment note is required by the GST Law to be provided by the supplier to the recipient or payer in respect of any Taxable Supply made under this Agreement, the supplier must deliver such adjustment note to the recipient or payer:

- (a) where the supplier causes the relevant adjustment event, within seven (7) days of the date of the adjustment event; or
- (b) otherwise, within seven (7) days after the supplier becomes aware of the relevant adjustment.

Registration under GST Law

- 7.5 Each party warrants that at the time any Taxable Supplies are made under this Agreement, that party is or will be registered under the GST Law.

GST Groups

- 7.6 If a party is a member of a GST group, references to GST for which the party is liable and to input tax credits to which the party is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.

8 INFORMATION TO BE PROVIDED BY THE SUPPLIER

- 8.1 The Supplier must provide the Customer with:

- (a) the information required by the Medical Locum Agency Requirements; and
- (b) personal information relating to Locum Medical Officers required for the purposes of employment records and payment of Locum Medical Officers by the Customer.

The parties acknowledge and agree that Locum Medical Officers may also supply their own personal information directly to the Customer for the purposes of clause 8.1(b).

- 8.2 The Supplier must ensure that all information required to be provided by it under clause 8.1 is provided in accordance with applicable privacy legislation.

- 8.3 The Customer must ensure that it keeps confidential all information provided to it under clause 8.1, and only uses or discloses the information:

- (a) in accordance with this Agreement; or
- (b) as required or permitted by law or NSW Health policy directive.

- 8.4 If the quality of the information required to be provided by the Supplier under clause 8.1 does not meet the reasonable requirements of the Customer, the Locum Medical Officer cannot be registered in the on-line system (where applicable), nor placed in a facility until the information is considered satisfactory.

- 8.5 It is the responsibility of the Supplier to ensure that its contact details, in particular, email and mobile phone number, are up to date. The Customer cannot be held responsible for a non-receipt of an Order or Confirmed Order by a Supplier where information provided by the Supplier is incorrect or out of date.

9 SECONDARY EMPLOYMENT APPROVAL

9.1 The Supplier accepts that if the Locum Medical Officer is otherwise employed anywhere in the NSW Health Service, it is the responsibility of the Locum Medical Officer to seek secondary employment approval from the relevant Chief Executive or delegate in accordance with applicable NSW Health and/or the Customer policy directives. This approval must be provided prior to acceptance of the Locum Medical Officer by the Customer.

10 SUBSEQUENT EMPLOYMENT OF LOCUM MEDICAL OFFICERS WITHIN NSW HEALTH

10.1 The parties agree that:

- (a) at any time after a Locum Medical Officer completes his or her initial placement period at a facility of the Customer, the Locum Medical Officer is free to enter into an alternative employment arrangement with any NSW Public Health Organisation, including permanent, temporary and casual employment, and that subject to clause 10.1(b) below no compensation or other payment shall be required to be made by the Public Health Organisation to the Supplier in respect of such employment of the Locum Medical Officer;
- (b) in the event the Locum Medical Officer subsequently joins the Customer's casual medical pool, provided no more than 13 weeks has passed between the last shift worked by the Locum Medical Officer with the Customer through the Supplier and the first shift worked by the Locum Medical Officer through the casual medical pool of the Customer, then the Supplier is entitled to a one off payment from the Customer calculated as follows:
 - (i) where the Locum Medical Officer has worked 12 shifts or more through the Supplier in the 13 week period prior to the first shift worked by the Locum Medical Officer through the casual medical pool – \$750;
 - (ii) where the Locum Medical Officer has worked less than 12 shifts through the Supplier in the 13 week period prior to the first shift worked by the Locum Medical Officer through the casual medical pool – \$1,250;
- (c) following the one off payment in clause 10.1(b) no further compensation or commission is payable by the Customer to the Supplier in respect of the Locum Medical Officer;
- (d) where a period greater than 13 weeks has passed between the last shift worked by the Locum Medical Officer with the Customer through Supplier and the first shift worked by the Locum Medical Officer through the casual medical pool of the Customer, then no compensation or further commission

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is payable by the Customer to Supplier in respect of the Locum Medical Officer;

- (e) prior to the Locum Medical Officer joining the Customer's casual medical pool, the Customer will be required to undertake the appropriate check in accordance with the NSW Health Policy Directive PD2016_047 *Employment Checks - Criminal Record Checks and Working with Children Checks*, as amended or replaced from time to time. It is recognised that the Locum Medical Officer's decision to join the casual medical pool is a choice to be exercised freely by the individual Locum Medical Officer and must not be influenced by the Supplier or the Customer. The Customer's staff will at all times act in accordance with the NSW Health *Code of Conduct*;
- (f) a Locum Medical Officer who has joined the Customer's casual medical pool is free at any time to leave the casual medical pool and re-join the Supplier, however in that event if the Locum Medical Officer subsequently re-joins the Customer's casual medical pool the Customer will not be liable to make any further payment under clause 10.1(b); and
- (g) the amounts specified in clause 10.1(b) shall be increased on 1 July of each year during the term of this Agreement by the amount of the Australian Consumer Price Index (weighted average of eight capital cities) as published by the Australian Bureau of Statistics for the most recently published twelve month period ending prior to 1 July in that year.

11 COMMUNICATION BETWEEN THE CUSTOMER AND LOCUM MEDICAL OFFICERS

11.1 The Customer acknowledges and agrees that it will not communicate directly with a Locum Medical Officer for the purpose of offering the Locum Medical Officer a specific shift or shifts at a the Customer facility.

11.2 The parties agree that nothing in clause 11.1 prevents the Customer from:

- (a) communicating directly with a Locum Medical Officer for the purpose of offering the Locum Medical Officer a shift at a the Customer facility where the Locum Medical Officer is employed (including full-time, part-time or through a casual medical pool) as a medical officer elsewhere within the NSW Public Health Organisation, but not where the Locum Medical Officer's employment in the NSW Public Health Organisation arises exclusively through a locum arrangement;
- (b) communicating directly with a Locum Medical Officer in the event of a pandemic or other emergency or disaster;
- (c) complying with a requirement of the law or NSW Ministry of Health policy directive; or

(d) using information provided by either the Supplier or Locum Medical Officers in accordance with clause 8.1 of this Agreement to communicate directly with Locum Medical Officers:

(i) for the purpose of providing information to Locum Medical Officers relating to their rights and obligations as employees within the NSW Public Health Organisation; or

(ii) for the purpose of providing information to Locum Medical Officers relating to general employment opportunities (but not a specific shift or shifts) within NSW Health (including employment through casual medical pools),

and the Supplier is responsible for ensuring that Locum Medical Officers are aware their personal information may be used by the Customer for these purposes

12 CONFIDENTIALITY AND PRIVACY

12.1 Subject to clause 12.1, the both parties must not, in any circumstances give access to or disclose Confidential Information of the other party to any person.

12.2 The obligation of confidentiality set out in clause 12.1 does not extend to Confidential Information that is permitted or required to be disclosed by the operation of law.

12.3 Both parties must:

- (a) comply with their obligations under applicable privacy legislation to the extent that such legislation is relevant to this Agreement and/or the performance of the Services;
- (b) not do anything that would cause the other party to breach its obligations under any such legislation; and
- (c) comply with NSW Health privacy policies.

13 INTELLECTUAL PROPERTY

13.1 In accordance with the NSW Health Policy Directive PD2005_370 *Intellectual Property Arising from Health Research*, as amended from time to time, the Customer may assert rights over any Intellectual Property created by a Locum Medical Officer during the course of their work at a facility of the Customer pursuant to a Confirmed Order.

14 CONFLICT OF INTEREST

14.1 The Supplier undertakes that at the date of this Agreement, no conflict of interest exists or is likely to arise in the performance of the Services. The Supplier must notify the Customer in writing immediately upon becoming aware of the existence, or possibility, of a conflict of interest.

15 INDEMNITY

Supplier's indemnity

15.1 The Supplier must indemnify and keep indemnified the Customer and the State of New South Wales and each of their officers, employees and agents ("those indemnified") from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses (including reasonable legal costs and expenses), which may be brought against, made upon, or suffered or incurred by any of those indemnified arising directly or indirectly as a result of or in connection with:

- (a) the provision of the Services to the extent that the same is due to a breach of the terms of the Agreement or a negligent, wilful or reckless act, default or omission of the Supplier or any of its officers, employees, agents and/or subcontractors; and/or
- (b) any act or omission of the Supplier or any of its officers, employees, agents and/or subcontractors in connection with the provision of the Services under this Agreement resulting in personal injury to or death of any person, or the loss of or damage to property.

15.2 The Supplier's liability to indemnify those indemnified under clause 15.1 shall be reduced proportionately to the extent that any unlawful, wrongful, wilful or negligent act or omission of those indemnified caused or contributed to the liability or loss.

Customer's indemnity

15.3 The Customer must indemnify and keep indemnified the Supplier and its employees and agents ("those indemnified") from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses (including reasonable legal costs and expenses) which may be brought against, made upon, or suffered or incurred by any of those indemnified arising directly or indirectly as a result of or in connection with:

- (a) any act or omission on the part of a Locum Medical Officer in the course of the Officer's employment at a facility of the Customer following the supply of the Locum Medical Officer by the Supplier under this Agreement; and/or
- (b) any negligent, wilful or reckless act, default or omission of the Customer or any of its officers, employees, agents and/or subcontractors in connection with this Agreement.

15.4 The Customer's liability to indemnify those indemnified under clause 15.3 shall be reduced proportionately to the extent that any unlawful, wrongful, wilful or negligent act or omission of those indemnified caused or contributed to the liability or loss.

16 MINIMUM INSURANCE REQUIREMENTS

16.1 Without limiting the Supplier's obligations under this Agreement, the Supplier must during the continuance of this Agreement, and for a period of twelve (12) months after its expiration or termination (unless clause 16.1(c) applies in which case the period shall be six (6) years), take out and maintain with a reputable insurance company the following insurance policies:

(a) a broad form public liability policy of insurance in the amount of not less than fifteen million dollars (\$15,000,000) in respect of any one occurrence and twenty million (\$20,000,000) in the aggregate for any one period of cover;

(b) workers' compensation insurance in accordance with applicable legislation in respect of all employees of the Supplier; and

(c) a professional indemnity policy of insurance in the amount of not less than ten million dollars (\$10,000,000) in respect of any claim and twenty million dollars (\$20,000,000) in the aggregate for any one period of cover, and which must be maintained by the Supplier until the expiry or termination of this Agreement and a period of not less than six (6) years after the expiry or termination of this Agreement.

16.2 The Supplier will, on request, produce to the Customer satisfactory evidence that the Supplier has effected and renewed the insurance policies referred to in clause 16.1.

17 DISPUTE RESOLUTION

17.1 In the event of any dispute about the terms of operation of this Agreement, before taking any other action:

(a) the party raising the dispute will notify the other party in writing of the dispute and the nature of it;

(b) upon the giving and receiving of a notice of dispute, the Customer's Chief Executive or delegate and the Principal / Director / Chief Executive of the Supplier will attempt to resolve the dispute through negotiation;

- (c) if the dispute remains unresolved after one (1) week of receipt of the notification of the dispute, the parties will constitute a joint committee, consisting of two (2) representatives of each party. The parties will endeavour to constitute this committee within two (2) weeks of the receipt of notification of the dispute. The joint committee will attempt to resolve the dispute by negotiation;
- (d) if the dispute is not resolved by negotiation after one (1) month of the committee being constituted, unless the committee agrees that the dispute can be dealt with in an alternative way, the parties will refer the dispute to a meeting of the Secretary of the NSW Ministry of Health or delegate, and a nominee of the Supplier, who will jointly attempt to resolve the dispute;
- (e) if a resolution of the dispute is still not possible, the dispute will be referred to an independent mediator or arbitrator nominated by the President of the Law Society of NSW who will mediate an outcome or, failing a successful mediated resolution, make a decision that will be binding on both parties;

17.2 Each party will bear their own costs; with the costs associated with the use of an independent mediator/arbitrator under clause 17.1 are to be shared equally by the parties.

18 TERMINATION

Termination for convenience

18.1 Either party may terminate this Agreement for convenience by giving not less than three (3) months' notice in writing, with such termination being effective upon the expiry of this three (3) month period.

Settlement of outstanding monies

18.2 If either party terminates this Agreement for convenience:

- (a) the party terminating the Agreement must reimburse the other party for any unavoidable costs and expenses directly incurred as a result of termination provided that any claim is supported by satisfactory written evidence of the costs claimed;
- (b) the parties must do everything reasonably possible to prevent or otherwise mitigate any losses resulting from the termination.

Termination for cause

18.3 Where the Supplier:

- (a) ceases to be listed on the NSW Health Register of Medical Locum Agencies; or

(b) breaches the Agreement in circumstances which the Customer reasonably considers give rise to a risk to the health or life of any person,

the Customer may terminate this Agreement with immediate effect by providing notice in writing to the Supplier.

18.4 With the exception of the circumstances in clause 18.3, this Agreement may be terminated by either party for any breach of this Agreement where such breach has failed to be rectified within thirty (30) days of written notification of the breach by the other party.

Effect of termination on prior rights including Confirmed Orders

18.5 Subject to clause 18.6, termination of this Agreement for any reason shall not:

(a) extinguish, prejudice or affect any antecedent rights that may have accrued to a party prior to the date of termination; or

(b) affect the rights and obligations of the parties in respect of a Confirmed Order made prior to termination (including the right of the Customer to cancel the Confirmed Order in accordance with clause 5.7(d) of this Agreement).

18.6 Where this Agreement is terminated pursuant to clause 18.3, any Confirmed Orders made prior to termination are deemed to have been cancelled by the Customer at the time notice of termination is provided, and the Supplier shall not be entitled to any payment in respect of such cancelled Confirmed Orders.

18.7 Notwithstanding any other provision of this Agreement, the covenants provided by either party shall survive the expiration or earlier termination of this Agreement

19 GENERAL

Governing law

19.1 The laws in force in the State of New South Wales govern this Agreement.

19.2 Each Party submits to the exclusive jurisdiction of the courts of the State of New South Wales.

Notices

19.3 Any notice under this Agreement must be:

(a) delivered to the Authorised Officer's address;

(b) sent by pre-paid mail to the Authorised Officer's address; or

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- (c) transmitted by facsimile or electronic means to the Authorised Officer's address.

19.4 A notice given by a party in accordance with this clause is treated as having been given and received:

- (a) if delivered to the Authorised Officer's address, on the day of delivery if a business day, otherwise on the next business day;
- (b) if sent by pre-paid mail, on the third business day after posting;
- (c) if transmitted by facsimile or electronic means to the Authorised Officer's address and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next business day.

Relationship between the parties

19.5 The Supplier shall not represent itself, and shall ensure that its employees and agents do not represent themselves, as being employees or agents of the Customer.

Entire agreement

19.6 This Agreement constitutes the entire agreement between the parties and supersedes any former arrangement or agreement with the Supplier in place at the hospitals or facilities of the Customer.

Variation

19.7 Any variation to the Agreement must be in writing signed by both parties.

19.8 The Customer may advise the Supplier of any proposed amendment to the terms of this Agreement by providing at least three (3) months' notice in writing, unless the proposed amendment results from a change in legislation, regulation or the law in which case the Customer must provide notice in writing to the Supplier of the proposed amendment as soon as practicable. If the Supplier fails to agree in writing to an amendment proposed by the Customer in accordance with this clause, the Agreement shall terminate at the expiration of the period of notice provided by the Customer.

Counterparts

19.9 This Agreement may be executed in counterparts and all such counterparts taken together will be deemed to constitute one and the same Agreement.

Assignment

19.10 Except with the prior written consent of the Customer, the Supplier may not assign the whole or any part of the Supplier's obligations under this Agreement, and the

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parties agree that such consent may be given or withheld by the Customer in its absolute discretion.

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EXECUTED as an Agreement.

SIGNED by [*Insert full name*]

As authorised signatory for the (*name of Public Health Organisation*)

.....
Signature of Authorised Person

in the presence of:

.....
Signature of witness

.....
Name of Witness (Print)

SIGNED on behalf of the (*name of Medical Locum Agency*) , by:

.....
Director
Name:

.....
Director/Secretary
Name:

in the presence of:

.....
Signature of witness

.....
Name of witness (Print)

.....
Address of witness

SCHEDULE 1 – AUTHORISED OFFICERS

Customer's Authorised Officer

Name:

Position:

Telephone:

Mobile:

Facsimile:

E-mail:

Supplier's Authorised Officer

Name:

Position:

Telephone:

Mobile:

Facsimile:

E-mail:

SCHEDULE 2 – PAYMENT

*[insert agreed commission or fee as well as any other matters relating to payment
just as payment terms]*

SCHEDULE 3 – ORDERS AND CONFIRMED ORDERS

[to be inserted:

- *details of Medical Workforce Unit, including contact details in the event of an emergency or technical problems with /electronic on-line booking system*
- *process for placing Orders and Confirmed Orders*
- *process for cancelling Confirmed Orders]*