



SECONDMENT AGREEMENT

Date

OCTOBER 2023

Parties

**AUSTRALIAN CAPITAL TERRITORY
ABN 82 049 056 234**

**SOUTHERN NSW LOCAL HEALTH
DISTRICT ABN 94 495 894 851**

**SECONDMENT OF JUNIOR MEDICAL
OFFICERS**

Version

Version 1/2023

CONTENTS

1. Interpretation	2
2. Secondment	5
3. Term	6
4. Employment Status and Qualifications	6
5. Payment of Employment Costs	7
6. Recruitment of Secondees	8
7. Obligations of Host Employer	8
8. Training and Professional Education	10
9. Leave.....	10
10. Disciplinary Action	11
11. Non-disclosure of Territory Information.....	12
12. Insurance and indemnity.....	13
13. Dispute resolution.....	14
14. Termination.....	14
15. General.....	15
SCHEDULE 1	18
SCHEDULE 2	20
SCHEDULE 3	21

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by Canberra Health Services.

SOUTHERN NSW LOCAL HEALTH DISTRICT ABN 94 495 894 851, a body corporate established by section 17 of the *Health Services Act 1997* (NSW) (**Host Employer**).

BACKGROUND

- A. The Territory and the Host Employer have agreed to the Secondment of Junior Medical Officers (JMOs) and Registrars employed by the Territory to the Host Employer Hospitals for the purposes of completing a clinical rotation.
- B. The Territory and the Host Employer agree to the Secondment of JMOs and Registrars in accordance with the terms and conditions set out in this Agreement.

The parties acknowledge that rotating JMOs and Registrars to Southern NSW Local Health District regional hospitals delivers valuable experience in regional and rural medicine, provides an increased level of service for communities, and supports the existing patient flow and connectivity between SE NSW and ACT.

This agreement supports Federal Government, NSW Health and Territory policy and funding commitments aimed at increasing prevocational and vocational training opportunities outside metropolitan hospitals. It is acknowledged that early opportunities to practise in rural and regional areas impact positively on decision-making and recruitment to rural medical practice as a specialist or rural generalist.

It is acknowledged that training specialists rurally will provide communities with a range of specialty services closer to home, with potential to reduce transfers to Canberra Health Services providing greater amenity for regional patients.

IT IS AGREED by the parties as follows:

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires:

Business Days	means any day except Saturday, Sunday, public holiday or bank holiday in the place where the act is to be performed or where the notice is received.
Contact Officer	means in relation to each party, the representative whose name and contact details are specified in Item 1 Schedule 1 , or as notified from time to time by one party to the other.
Employment Costs	means the amounts specified in, or calculated in accordance with, Schedule 3 .
Enterprise Agreement	means the Enterprise Agreement specified in Item 5 Schedule 1 (as amended or replaced from time to time).
GST	has the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Information Privacy Act	means the <i>Information Privacy Act 2014</i> (ACT).
Invoice	means an invoice that: <ol style="list-style-type: none"> (1) if GST is to be payable in respect of the Employment Costs, is a valid tax invoice for the purposes of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth); (2) clearly sets out details of the Secondment and of the amount that is due for payment; and (3) is rendered at the times specified in Schedule 3 (if any) and addressed to the Host Employer's Contact Officer.
Personal Information	means personal information as defined in section 8 of the Information Privacy Act, namely, information or an opinion about an identified individual or an individual who is reasonably identifiable:

- (1) whether the information is true or not; and
- (2) whether the information or opinion is recorded in a material form or not,

but does not include personal health information (as defined in the *Health Records (Privacy and Access) Act 1997* about the individual.

Planned Leave means any leave of a Secondee which has been approved by the Territory prior to the Secondee taking such leave or any leave approved by the Host employer to be taken during the secondment.

Host Employer Hospital means the hospital specified in **Schedule 2** adjacent to the relevant Secondee.

Secondee means a junior medical officer employed by the Territory as an Intern, Resident Medical Officer, Registrar or Senior Registrar (as the case may be) under the Enterprise Agreement.

Secondment means a clinical rotation of a Secondee at the Host Employer Hospitals for the time specified, and in accordance with, **Schedule 2** (as amended by agreement from time to time) and the provisions of this Agreement.

Term means the term specified in **Item 2 Schedule 1**, and if extended, the initial term and the extended term.

Territory when used:

- (1) in a geographical sense, means the Australian Capital Territory; and
- (2) in any other sense, means the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

Territory Information means the kind of information that:

- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
- (2) is notified (whether in writing or not) by the

Territory to the Host Employer as being confidential;

(3) is specified in **Item 3 Schedule 1**; or

(4) is Personal Information,

but does not include information that:

(5) is or becomes public knowledge other than by breach of this Agreement;

(6) has been independently developed or acquired by the Host Employer; or

(7) has been notified by the Canberra Health Service to the Host Employer as not being confidential.

TPPs means the Territory Privacy Principles provided for in section 13 and set out in Schedule 1 of the Information Privacy Act.

TPP Code means a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Host Employer in the provision of the Secondment.

Unfilled Hours means the hours of work which a Secondee was required to work in accordance with the **Schedule 2** but did not work and for which the Territory did not provide a replacement Secondee.

Unplanned Leave means any leave taken by a Secondee which was not approved by Canberra Health Service or the Host Employer prior to the Secondee taking such leave.

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to the Host Employer includes any employees, agents or subcontractors of the Host Employer;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words in the singular include the plural and vice versa;

- (4) headings are for convenience only and do not affect the construction or interpretation of this Agreement.
- (5) an obligation imposed on more than one person binds them jointly and severally; and
- (6) the word "include" and any derivation is not to be construed as a word of limitation.

2. Secondment

- (1) The Territory and the Host Employer agree to the Secondment of the Secondees to the Host Employer Hospital in accordance with the terms of this Agreement and otherwise as specified in **Schedule 2**.
- (2) Any changes to the duties to be performed by Secondees, or the location at which they are to be performed (as specified in **Schedule 2**), must be approved by the parties in writing prior to such change taking effect.
- (3) The Territory will advise the Host Employer (Medical Workforce Unit) in writing by 31 December or as soon as practicable annually the list of names confirmed of Secondees to all Host facilities for the upcoming Clinical Year.
- (4) The Territory will communicate and advise of secondees or any changes/issues directly with the Host facility relevant ensuring a cc to the Hosts Manager Medical Workforce Unit.
- (5) Secondments must comply with the provisions of the ACT Medical Practitioners Enterprise Agreement clause related to secondment:

Secondees who are required to relocate in order to undertake a short-term secondment/rotation to a medical facility outside the ACT will be eligible for the following assistance, which will be provided by the secondment facility:

- (a) Provision of accommodation at the secondment location.
- (b) Reimbursement of the reasonable cost of travel from the ACT to the location of the medical facility at the commencement of the secondment/rotation.
- (c) Reimbursement of the reasonable cost of return travel to the ACT at the conclusion of the secondment/rotation.
- (d) Reimbursement of the reasonable cost of a single return journey to the ACT during the course of the secondment/rotation.

For the duration of the secondment/rotation, the Secondee shall be eligible to be paid

an allowance of 10% of their base pay (pro-rata for part time employees) as per the ACT Medical Practitioners Enterprise Agreement for the duration of the secondment/rotation. This allowance will be treated as salary for all purposes.

3. Term

This Agreement is for a Term of three years from the date executed unless terminated under the provisions of this Agreement.

4. Employment Status and Qualifications

4.1 Employment status of Secondees

- (1) During the Term of secondment, Secondees will remain employees of the Territory for all purposes and the Enterprise Agreement will continue to govern the terms and conditions of their employment.
- (2) For the avoidance of doubt:
 - (a) The Territory will continue to pay the Secondees' salary (including superannuation) and all forms of leave and leave loading and overtime, recall and on call payments and any applicable allowances in accordance with the provisions of the ACT Medical Practitioners Enterprise Agreement. The Host will reimburse the Territory these expenses (except the leave loading and provision for long service leave ["employment costs"]) on receipt of an appropriate invoice as per **Schedule 3**.
 - (b) all entitlements under the Enterprise Agreement will continue to accrue.
 - (c) on the expiry of the Secondment, Secondees will return to their substantive position within the Territory.

4.2 Qualifications of Secondees

- (1) The Territory must ensure that Secondees:
 - (a) are suitably skilled, qualified and experienced to carry out the Secondment.
 - (b) hold the right to work in Australia which is relevant to the Secondment.
 - (c) hold all appropriate licences and qualifications to perform the Secondment, including registration with the Australian Health Practitioner Regulation Agency; and will advise the Host of any conditions on medical practice imposed by AHPRA on the employment of the Secondee. The Host Employer retains the option of not accepting such Secondees.

- (d) have met all regulatory checks relevant to the Secondment, including (if applicable) police checks and working with vulnerable people checks (or equivalent).
- (2) The Territory must advise the Secondee's to ensure they provide to the Host Employer the information set out in **Item 3 Schedule 1** in respect of each Secondee at least 21 Business days prior to the commencement date of the relevant Secondment.

5. Payment of Employment Costs

5.1 Invoice

The Territory will provide monthly invoices to the Host Employer for all Secondee's salary including 10% loading as per clause 64 of the ACT Medical Practitioners Enterprise Agreement.

5.2 Reconciliation

- (1) Within 14 Business days of the end of each month the Host Employer must provide Territory with a record of:
 - (a) details of hours worked (regular and overtime)
 - (b) use of annual, personal, long service and other leave to which a Secondee is entitled under the conditions of their employment with the Territory and used during the Secondment.
- (2) An ongoing reconciliation process is to be made against the budgeted cost of the agreed schedule 2 by the Territory and the Host Employer on the following basis:
 - (a) Every month will end with an agreed reconciliation on the funding position. This will include vacancy and unrelieved leave information recorded by The Host Employer.
 - (b) As at 15 June every year an agreed position for the year end reconciliation is to be finalised which will inform the accounting process for the financial year.

The reconciliation process will include:

- (a) Calculation of the actual employee costs incurred for every Secondee deployed to the Host Employer.
- (b) The reconciliation process is to be conducted with a degree of shared risk management. It is agreed that where the annual

reconciliation is within + / -5% of the total invoiced amount as a result of this agreement, no further invoicing will result.

- (c) If the funding balance is + / -5%, a funding transfer for the balancing amount will be processed before 30 June of the respective year.
- (d) Any funding transfer will be representative of the final balancing amount and not to the + / -5% variable.

6. Recruitment of Secondees

- (1) The Territory must:
 - (a) use its best endeavours to recruit Secondees to the level agreed with the Host Employer; and
 - (b) invite a representative from the Host Employer to be on the recruitment panel for all recruitment rounds conducted for the purpose of the Secondments.
- (2) Where there is a shortfall in the number of Secondees, the parties agree to negotiate in good faith to determine equitable and proportionate allocation across both the Canberra Hospital and the Host Employer Hospitals according to service requirements and will prioritise Host Employer positions for allocation.
- (3) The Territory will prioritise as far as reasonably practicable ANU Medical School Rural Clinical School (RCS) graduates for such secondments, subject to stated interest from the RCS graduates.

7. Obligations of Host Employer

The Host Employer must:

- (1) conduct an appropriate orientation at the Host Employer Hospital for each Secondee at the commencement of their Secondment.
- (2) provide and maintain (so far as practicable) a working environment that is safe and without risk to the health of Secondees and complies with all provisions of the *Work Health & Safety Act 2011* (NSW) and associated legislation with respect to Secondees.
- (3) ensure that Secondees have access to all relevant policies and protocols of the Host Employer Hospital at which they are undertaking their respective Secondment.
- (4) keep records of Secondees working hours, use of annual, personal, and other leave to which a Secondee is entitled under the conditions of their

employment with the Territory and used during the Secondment.

- (5) for any Host Employer approved overtime, ensure payment of all penalties and associated allowances to Secondees in accordance with the ACT Salaried Medical Practitioners Enterprise Agreement and remit these payments and reconciliations to Canberra Health Services for payment to the Secondee.
- (6) the Host Employer will pay on costs as detailed in the – Short term secondment clause – of the provisions of the ACT Medical Practitioners Enterprise Agreement.
- (7) provide access to appropriate office space and resources, including a computer, suitable to the role of the Secondee.
- (8) Secondees will be appointed a suitable supervisor within their Host Employer assigned facility to whom they will be responsible and consult in relation to all clinical issues.
- (9) at the time at which the Territory conducts its staff performance reviews, the Host Employer will, upon request, give the Territory, in writing a brief review of the nature of the work performed by the Secondee to that date and the Host Employer's assessment of their performance.
- (10) review and manage any training, counselling, disciplinary action or other work-related matter in respect of the Secondee as soon as reasonably practicable and report to the Territory in writing.
- (11) provide Secondees with routine management including rostering of work hours and access to the facilities and services normally available to employees of the Host Employer Hospital, such as pastoral care; and
- (12) except as otherwise provided in this Agreement, be responsible for all work carried out by Secondees during their Secondment and provide an appropriate level and standard of supervision and training as determined by the Canberra Region Medical Education Council (CRMEC) and/or Higher Education and Training Institute (NSW) (HETI) responsible for the discipline for which the Secondee is being seconded.

8. Training, Professional Education and Assessment

- (1) The Host Employer must ensure that each Secondee completes the relevant training required by the accreditation authority and in accordance with the provisions of the ACT Medical Practitioners Enterprise Agreement or by the accrediting College/accrediting authority.
- (2) Interns and Resident Medical Officers at the Postgraduate Year 1 and Postgraduate Year 2 levels must attend teaching sessions for two hours once per week. To facilitate their attendance at the teaching sessions, they will be free from clinical responsibilities during this time and not required to answer pagers or take calls.
- (3) If an Intern or Resident Medical Officer is regularly not attending teaching sessions, their supervisor will be expected to provide an explanation as to why this is not occurring and facilitate their further attendance.
- (4) The time taken by Secondees to attend training or professional education pursuant to this **clause 8** does not constitute Unfilled Hours, Planned Leave or Unplanned Leave for the purposes of this Agreement.

9. Leave

9.1 Planned leave

- (1) The Territory may approve Planned Leave of Secondees in negotiation with the Host Employer and the Host Employer must refer any request for Planned Leave by a Secondee to the Territory with a recommendation.
- (2) The Territory must notify the Host Employer in writing of all periods of Planned Leave of a Secondee which is during the term of the Secondment prior to 5:00pm on the Business Day following the approval of the leave. All approval for planned leave must be processed and backfill rostered prior to the secondment commencing. If the planned leave is requested after the secondment has commenced the planned leave must be discussed with the Host Employer prior to the Territory approving the leave.
- (3) Where the Territory has approved a Secondee to take Planned Leave during the term of their Secondment, the Territory must ensure, at its own expense, that the position of the Secondee is covered by another appropriately qualified Secondee for the period of the leave unless otherwise agreed by the parties.

- (4) The Territory must not approve any Planned Leave which would result in a Secondee being on leave on the first day of their Secondment unless:
- (a) the Secondee has previously completed the relevant unit orientation in the previous twelve months at the relevant Host Employer Hospital; or
 - (b) the Territory has approved the Planned Leave prior to scheduling the Secondment.
 - (c) the host employer has been advised and agreed to the Secondee missing the first day of Secondment.

9.2 Unplanned Leave

- (1) The Territory will consider, and may approve, applications for Unplanned Leave of Secondees in consultation with the Host Employer.
- (2) The Host Employer must:
 - (a) keep a record of all Unplanned Leave taken by Secondees; and
 - (b) notify the Territory in writing upon becoming aware of any Unplanned Leave.
- (3) Where a Secondee takes an extended period of Unplanned Leave (this is classified as more than 5 calendar days), the parties must cooperate to find an appropriate solution, including backfill and/or roster changes as necessary.

10. Disciplinary Action

- (1) If the Host Employer believes, or receives any allegation, that a Secondee has engaged in inappropriate behaviour or misconduct, the Host Employer:
 - (a) may investigate the allegations in accordance with its own policies and procedures and will promptly notify the Territory of the allegations and the investigation.
 - (b) will conduct any investigation into alleged inappropriate behaviour or misconduct by a Secondee in accordance with the principles of natural justice; and
 - (c) may suspend the Secondee during any investigation and direct the Secondee to make himself or herself available for the investigation.

- (2) If, as a result of an investigation conducted in accordance with **clause 10(1)**, the Host Employer reasonably concludes that a Secondee has engaged in inappropriate behaviour or misconduct, the Host Employer may terminate the Secondment in accordance with **clause 14.1**.
- (3) Any further disciplinary action under the Enterprise Agreement will be at the Territory's discretion, unless the Host Employer is required to take further disciplinary action pursuant to any law that applies in New South Wales, in which case the Territory will provide the Host Employer with all reasonable support and assistance as may be necessary in order for the Host Employer to take such action.

11. Non-disclosure of Territory Information

11.1 Host Employer use of Territory Information

The Host Employer must:

- (1) use Territory information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement; or to comply with NSW Health policy or legal requirements.
- (2) not transfer Territory information held in connection with this Agreement outside Australia, or allow any person (other than its authorised personnel) outside Australia to have access to it, without the prior approval of the Territory.
- (3) notify the Territory immediately if the Host Employer becomes aware that a disclosure of Territory information is required by law, or an unauthorised disclosure of Territory Information has occurred; and
- (4) in respect of any Personal information held in connection with this Agreement:
 - (a) comply with the TPPs and any applicable TPP Code and must not (and procure that any subcontractor engaged by the Host Employer under this Agreement does not) act or engage in a practice that breaches a TPP or a TPP Code, and
 - (b) co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with, the exercise of the functions of the information privacy commissioner under the Information Privacy Act.

11.2 Host Employer to protect Territory Information

- (1) Except as provided in this Agreement, the Host Employer must not disclose Territory information to any person, nor deal with the Information in any way except for the purpose of this Agreement, without the prior written consent of the Territory except to the extent that the Territory information is:
 - (a) required or authorised to be disclosed by law.
 - (b) disclosed to the Host Employer's solicitors, auditors, insurers or advisers.
 - (c) generally available to the public; or
 - (d) in the possession of the Host Employer without restriction in relation to disclosure before the date of receipt from the Territory.
- (2) The Host Employer must take all reasonable measures to ensure that Territory information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory information.
- (3) The Host Employer must do all things necessary to ensure that Territory information accessible to the Host Employer and its personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon its personnel obligations of confidentiality with respect to Territory information.

11.3 Acknowledgement of effect of Crimes Act

The Host Employer acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Host Employer is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT).

12. Insurance and indemnity

12.1 Host Employer insurance

- (1) The Host Employer must ensure that the Secondees are covered by the Host Employer's medical indemnity insurance through the NSW Treasury Managed Fund (or equivalent).

- (2) If requested by the Territory, the Host Employer must provide evidence of insurance pursuant to **clause 12.1** within 14 Business Days of such request.
- (3) For the purposes of Workers Compensation, all Secondees remain employees of Canberra Health Services and are subject to the Safety, Rehabilitation and Compensation Act 1988(Cth).

12.2 Indemnity

The Host Employer indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by any act, omission or negligence of a Secondee in connection with the Secondment, except to the extent that the Territory caused or contributed to the relevant loss, damage or injury.

13. Dispute resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce this Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

14. Termination

14.1 Termination of Secondment

- (1) Either party may terminate any Secondment before the scheduled end of the Secondment by providing the other party and the Secondee with two weeks written notice.
- (2) The Territory and the Host Employer agree that a Secondee may terminate his or her Secondment before the scheduled end of the Secondment by providing both parties with two weeks written notice.
- (3) The Host Employer may terminate any Secondment at any time without prior notice if the Secondee:
 - (a) is in breach of legislative requirements relevant to the Secondment.
 - (b) has engaged in serious misconduct; or

- (c) is convicted of any criminal offence other than an offence which in the Host Employer's reasonable opinion does not affect his or her position as a Secondee.
- (4) Notwithstanding **clause 14(1)**, in the event that the Host Employer decides upon reasonable grounds that it is in its or a patient's best interests to remove a Secondee immediately from the Secondment, it may do so, and the Host Employer will not be responsible for the Employment Costs of that Secondee following the date of such removal.

14.2 Default

If a party fails to perform any of its obligations under this Agreement (**Defaulting Party**) and does not remedy that failure within 21 days after being required to do so by a notice given to it by the other party, then the other party may, by written notice to the Defaulting Party, terminate this Agreement.

14.3 No Prejudice

Nothing in this **clause 14** will prejudice the rights of either party to institute proceedings to enforce this Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

15. General

15.1 Cooperation and good faith

Each party will:

- (1) fully cooperate with each other to ensure timely progress and fulfilment of this Agreement; and
- (2) act reasonably and in good faith with respect to matters that relate to this Agreement.

15.2 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Host Employer, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Host Employer must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

15.3 No assignment or subcontracting

The Host Employer must not subcontract the performance of its obligations or assign the whole or part of this Agreement without the prior written consent

of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

15.4 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Secondments and supersedes any prior representations, negotiations, writings, memoranda and agreements.

15.5 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

15.6 Variation

This Agreement may be varied, or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

15.7 No waiver

Failure or omission by either party at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the party may have in respect of that provision.

15.8 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

15.9 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery.
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent.
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on whichever of the following occurs first:

- (a) the other party's acknowledgement of receipt by any means.
- (b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
- (c) the expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

15.10 Survival of clauses

Clauses 11 and 12.2 will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

CONTRACT DETAILS

Item 1. Contact Officers

See clauses 1.1 and 15.9

For the Territory:

Janelle Corey

Phone: 02 5124 2507

Email: Janelle.corey@act.gov.au

Senior Director, Medical Officer Support,

Credentialing, Employment and Training Unit

C/- Canberra Hospital, Yamba Drive

GARRAN ACT 2605

For the Host Employer:

Dani Mcparland

Phone: 0483 395 367

Email: Dani.Mcparland@health.nsw.gov.au

Manager Medical Workforce Unit

Po Box 1845

QUEANBEYAN NSW 2620

Item 2. Term

See clauses 1.1 and 3

From October 2023 until September 2026

“Both parties to the Agreement will commence discussions regarding a new agreement three months prior to the termination of this agreement”.

Item 3. Information to the Host Employer

See clause 4.2(2)

- (1) copy of the secondees provisions of the contract with ACT Health (must be valid for the entire period of secondment).
- (2) criminal record clearance.

NSW Health requires that the Secondee to undergo the following checks and/or provide the following information:

- (3) NSW Working with Children Clearance
- (4) Relevant forms and proof or evidence of provisions of the immunisation compliance
- (5) Model Health Declaration
- (6) Employee Related Check Declaration
- (7) Drugs of Addiction Declaration
- (8) Required photo identification.

Item 4. Territory Information

See clauses 1.1 and 11

Item 4 not used.

Item 5. Enterprise Agreement

See clauses 1.1, 4.1, 7 and 10(3)

ACT Public Service Medical Practitioners Enterprise Agreement as approved by Fairwork Australia and in force at the time. (This or similar words should cover the delay in concluding negotiations and obtain FWA approval as is the provisions of the situation).

SCHEDULE 2
TABLE 1 SECONDMENT SCHEDULE

Host Employer Hospital	Specialty	Number of Full Time Equivalent	Staff Category	Period (weeks)
Bega District Hospital	General Medicine	1	Intern	13
		2	Senior Resident Medical Officer/ Registrar	
		2	Resident Medical Officer	
	Orthopaedics	1	Resident Medical Officer	13
	Emergency Medicine/General Practice	2 (increasing to 3 from Feb 2024)	Intern	26
	General Surgery	1	Intern	13
	Paediatrics	1	Resident Medical Officer	13
Goulburn Base Hospital	General Medicine	2	Senior Resident Medical Officer/Registrar	13
		3	Intern	
	General Surgery	1	Registrar	13
		1	Intern	
		1	Resident Medical Officer	
	Orthopaedic Surgery	1	Resident Medical Officer	13
	Obstetrics and Gynaecology	1	Resident Medical Officer	13
	Paediatrics	1	Resident Medical Officer	13
1		Registrar		
Moruya District Hospital	General Surgery	1	Registrar	13
	General Medicine	2	Resident Medical Officer	13
	General Practice	1	Resident Medical Officer	13
Cooma Hospital	Emergency Medicine/General Practice	1	Resident Medical Officer	13

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TABLE 2 Calculation Rate of the Funding Transfer

Category	Salary	Super	Comcare	Leave	Pen/OT/Allow	Admin On-Cost	FTE	TOTAL
		11.5%	1.5%	4.00%				
INTERN	84,546.00	9,722.79	1,327.37	3,381.84	17,250.00	3,794.00	8.00 increasing to 9.00 in Feb 2024	960,176 Increasing to 1,080,198 in Feb 2024
RMO	108,530.00	12,480.95	1,703.92	4,341.20	24,150.00	3,794.00	11.00	1,705,000.77
SRMO	132,802.00	15,272.23	2,084.99	5,312.08	24,150.00	3,794.00	4.00	733,661.20
REGISTRAR	143,092.00	16,455.58	2,246.54	5,723.68	24,150.00	3,794.00	3.00	586,385.40
						ANNUAL COST	26.00 Increasing to 27.00 in Feb 2024	3,985,223.37 Increasing to 4,105,245.37 in Feb 2024

Monthly Cost	332,101.95
	Increasing to 342,103.78 in Feb 2024
25	

Notes:

1. Salary includes 10% loading as per Clause 67 of the ACT Medical Practitioners Enterprise Agreement
2. FTE as per Schedule 2 Table 1

SCHEDULE 3

Employment costs:

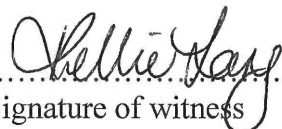
The Host Employer Hospital will reimburse the Territory on provision of an appropriate tax invoice containing the following information:


1. Name of Seconded
2. Classification of Seconded
3. Salary
4. Dates of applicable pay period
5. Hours worked at ordinary pay
6. Hours worked at overtime rate
7. Hours work on the On-call roster
8. Hours of recall
9. Total billed hours including 10% loading as per ACT MPEA

DATE OF THIS AGREEMENT

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
ABN 82 049 056 234
in the presence of:


) 
)
) Signature of Territory delegate


.....
Signature of witness


.....
Print name

KELLIE LANG
.....
Print name

SIGNED by or for and on behalf of
SOUTHERN NSW LOCAL HEALTH
DISTRICT ABN 94 495 894 851
in the presence of:

) 
)
) Signature of authorised officer

Karen Clark
.....
Signature of witness

Margaret Bennett, Chief Executive
.....
Print name

Karen Clark
.....
Print name

