**Visiting Health Practitioner Service Agreement**

**Service Agreement commencement date:** <Start of Financial Year>

**Service Agreement completion date**: <End of Financial Year>

**Service Agreement Parties**

**Fundholder:** The local health organisation responsible for the local management and administration of outreach services.

Name of Organisation:

ABN:

**Participant:** The Visiting Health Practitioner (VHP) engaged as a sole trader, or the organisation that may employ a VHP or the company through which the VHP operates.

Name of Participant Organisation (or Sole Trader):

ABN:

**Item A PROGRAM INFORMATION**

**A.1 Program Name:** Medical Outreach Indigenous Chronic Disease Program (MOICDP)

**A.2 Program Description and Objectives**

The aim of the Program is to increase access to a range of health services, including expanding primary health services for Aboriginal and Torres Strait Islander people in the treatment and management of chronic diseases where chronic disease is defined as ‘a condition that has been (or is likely to be) present for six months or more’.

The objectives of the Program are to:

* increase access to multidisciplinary care in primary health care settings; and
* increase the range of services offered by Visiting Health Practitioners (VHP)s to prevent, detect and manage chronic disease more effectively.

The Participant is funded to support their travel, accommodation and other costs associated with providing outreach health activities.

The Participant acknowledges that it may be considered a ‘Commonwealth service provider’ for the purposes of the Ombudsman Act 1976 (Cth) and subject to investigation by the Ombudsman under the Act.

The outreach services covered by this agreement are made possible by funding from the Australian Government Department of Health. The Rural Workforce Agency, Victoria Limited has overall administrative responsibility in Victoria for these national programs. Local agencies including Health Services, Aboriginal Community Controlled Health Services (ACCHSs), Primary Health Networks (PHNs) and other local health organisations are responsible for the operation of outreach services.

**Item B THE PARTICPANTS ACTIVITY INFORMATION**

**B.1 Activity Name** Indigenous Chronic Disease Services

**Activity Start Date** <Date of first visit>

**Activity End Date** <Date of Last visit or End of Service Agreement>

**Type of Service**

**Location of Service**

**Frequency of Service**

**Expected visits per year**

**Activity Details**

The Participant must undertake all activities to provide outreach services described in Item B.

The Participant must ensure that any services provided as part of the Activity include the following (where relevant):

* bulk billing services, or services that are at no cost to patients;
* consultations, follow-up and review of patients;
* medical procedures as required;
* case discussions, preparation of reports to other relevant health professionals and support of patients as required;
* upskilling activities for relevant persons in regional, rural and remote areas;
* work with communities to build knowledge and support informed self-care; and
* quality improvement activities as agreed from time to time

The Participant is bound by the MOICDP Service Delivery Standards published by the Department of Health (DoH) in the delivery of services[[1]](#footnote-1).

Either party can end this Service Agreement by giving a minimum of four weeks notice prior to termination or, in the case of the fundholder, a payment in lieu of four week’s notice if appropriate.

In the event of DoH terminating the funding for the MOICDP, the Participant agrees that the fundholder will be liable only to pay funding due and payable under this Agreement prior to the date of notice of termination; and to reimburse any reasonable expenses that the Participant unavoidably incur that relate directly and entirely to the termination of the Agreement.

**Funding For Outreach Services**

The Fundholder will fund and support VHPs participating in the Activity as per the Budget set in Item C

Funding does not usually provide a fee for patient consultations. Payment for patient services is generally derived from private billings or Medicare. Where appropriate an hourly rate may be applied.

Funding is not available for the purchase of medical equipment.

Funding is contingent on DoH funding to the completion of the Service Agreement period.

Contract renewal beyond the Service Agreement completion date is subject to annual reviews required by Australia Government Department of Health and considered by the State Advisory Forum to conclude that the service continues to fulfill the requirements of the outreach program.

**Permission for the Commonwealth to publicise Funding**

The Participant consents to the disclosure of its identity to Department of Health. The consent extends only to allowing the Commonwealth to publish information including The Participants identity and the existence and nature of this agreement in media releases, annual reports and on the Departments website.

**Activity Administration –**

The Participant must:

* retain evidence and receipts for reimbursement in accordance with services provided;
* submit activity reports within 14 days of a clinic in the required format as set out in Attachment C and make this data available to the fundholder on request;
* develop mechanisms to enable and facilitate the sharing of information and the transfer of skills to local health care professionals;
* where relevant, provide evidence of professional registration, qualifications, participation in CPD activities and insurance\*;
* provide authority for the fundholder to seek police checks on the VHP;
* as required by law or the fundholder, provide Vulnerable Persons or Working with Children checks;
* ensure clinical services listed in the Service Plan meet accepted quality and safety standards;
* provide other activities necessary for the proper operation of the Activity; and
* participate and provide input to the evaluation of the Activity; and
* maintain ongoing VHP registration and accreditation. VHPs must demonstrate that they are registered to practice in Victoria and that they continue to meet relevant College/ professional body requirements in order to practice in their field.\* In addition, accompanying clinical or clinical support staff must have the appropriate level of training and accreditation.

***\* Evidence of qualifications includes:***

* *Medical/Professional registration*
* *Medical/Professional qualifications*
* *For those currently not required to be registered, evidence from an appropriate body that professional standards are met*

**Work health and safety, clinical safety and quality**

The Fundholder and Participant undertake to ensure:

* all activity conducted as part of this service is carried out safely for all persons involved and complies with the *Work Health and Safety Act 2011* (Cth) and any legislative requirements defined in this *Act* that relate to the health and safety of any person;
* all health services and/or procedures provided to patients are clinically safe and of a quality that is compliant with relevant healthcare quality standards; and
* the impact on patient safety and quality of care is considered in all decisions made in respect to patients and how the service is delivered.

**Additional Information**

The Department of Health requires all VHPs who are working at an ACCHS, or otherwise supported to work with Aboriginal patients, to undertake cultural safety training.

If applicable the fundholder will provide VHPs with details of the on-line program, which needs to be completed within a 3 month period. The VHPs can attend an RWAV Cultural Training or be provided with fund to attend an alternate training.

A local orientation should also be completed as per the attached checklist, Attachment D.

Patient administration and management (bookings, referral, records etc) are the shared responsibility of the Fundholder and the VHP. The model adopted for particular clinics is flexible, depending on negotiations between the Fundholder and the VHP.

In order to support good communication between local health care providers and VHPs and enhance safety it is expected that strategies to improve the integration of health records will be pursued.

The organisation of travel, accommodation and facility arrangements, including equipment and IT infrastructure relating to telehealth is flexible depending on negotiations between the VHP and the fundholder.

Services provided under this program will be marketed to other health practitioners and the community through the local Health Services, ACCHS, PHNs and other networks as appropriate. Services will also be listed on the RWAV website.

**Acknowledgement and publications**

All publications, promotional and advertising material, media publicity and public announcements relating to this outreach service should acknowledge funding provided by the Australian Government that supports this service. RWAV as the jurisdictional administrator/funder should also be acknowledged as well as the organisations that locally administers the program.

**Item C FUNDING AND PAYMENT**

C.1

The Participant must perform the Activity according to the Budget as set out in Attachment B.

The maximum amount of Funds payable to the Participant under this Schedule is #,##.## (GST exclusive) or #,##.## (GST inclusive) over the period of the schedule.

The maximum funds under this service agreement may be reviewed and adjusted each year by the fundholder or RWAV.

**Table 1 – Budget**

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial Year** | **Max amount (GST Exc)** | **Max amount (GST Payable)** | **Max amount (GST Inc)** |
| **2017-2018** | **$#,##.##** | **$#,##.##** | **$#,##.##** |

Reimbursement will be by direct bank deposit on presentation of a detailed line item Tax Invoice and associated receipts, inclusive of GST. Invoices should state ABN. A proforma invoice is enclosed at Attachment A

Payment will usually be made within 10 working days of receipt of invoice and required receipts. An invoice (with attached receipts) is required within 14 days of a clinic

As a guide reimbursement is available as follows:

* Plane travel/hire car/parking/taxi
* Vehicle rates are based on the ATO rates for private vehicles- .66 cents per kilometre
* Accommodation based on ATO rates $150.00
* Meals based on ATO rates of:
  + Breakfast; $24.25
  + Lunch: 27.65
  + Dinner:47.70

(it is reasonable to assume that a day visit will incur a lunch cost only and an overnight stay will incur 2 lunches, 1 dinner and a breakfast)

* **Absence from Practice Allowance**- up to the current VIC Health VMO hourly rate less background practice costs for the agreedhours for medical practitioners and an equivalent VIC Health State Award rate as determined by RWAV for other VHPs.
* **Upskilling**- Reimbursement for upskilling sessions should also be included as a separate line item in the Tax Invoice for the month in which they are delivered.
* **Backfilling** - The Service Provider may, if a salaried provider, claim the nominal sessional rate for a provider to backfill the Service Provider’s day-to-day practice during a Funded Visit. If the Service Provider is able to access MBS payments in respect of any or all of the Funded Visit, the Service Provider may not claim the costs of backfilling for the duration of that Funded Visit.
* **Workforce Support** – remuneration at the appropriate rate may be considered when it is not possible or practical to derive an income through Medicare (Only available in R5 locations).

Funding and payment is subject to the acceptance by the fundholder of the Participant’s deliverables identified in Item B.

**Item D INSURANCE REQUIREMENTS**

The Participant must have the following Activity specific insurance/s:

* professional indemnity insurance;
* appropriate insurance cover for accompanying support staff;
* comprehensive insurance if a private vehicle is used as part of the Activity;
* adequate insurance covering any facilities as appropriate;

**Item E SPECIFIED PERSONNEL**

The following Specified Personnel are required to undertake the Activity/ies as indicated:

<List of VHPs>

**Nomination of replacement**

Suitably qualified, alternative VHPs can be appointed and funded for periods of leave, and must meet the criteria outlined in Item B and are required to comply with all clauses in this agreement. The cost of providing an alternative outreach practitioner will be met from the program up to the amounts specified in the budget in Item C.

**Item F CONFIDENTIAL INFORMATION**

**Privacy and protection of personal information**

All information provided by VHPs is collected and retained the Fundholder, RWAV and the Department of Health for the purposes of the Program and may include, but is not limited to, the publication of the service, its title, location and a brief description of the service in media releases, annual reports and websites and also for program evaluation and analysis in accordance with the relevant Privacy Policy of the organisation.

The Participant and Fundholder in conducting this service, will not do any act or engage in any practice which, if done or engaged in by the Fundholder, would be a breach of an Australian Privacy Fundholder as defined in the *Privacy Act 1988 (Cth)*.

**Item G NOTICES**

**<Fundholder Organisation> Service Agreement Representative:**

Name and Title

and available on the following telephone number and email address:

**Phone**

**Email**

**The Participant’s Service Agreement Representative:**

Name and Title

and available on the following telephone number and email address:

**Phone**

**Email**

Signatories to this Agreement

|  |  |
| --- | --- |
| **Parties** | **<Fundholder Organisation> ABN <Fundholder ABN>** of <Fundholder Address> |
|  |  |
|  | **<VHP Organisation ABN <VHP ABN>** (“The Participant”) |

**The Parties agree that by signing this Service Agreement they enter into the Agreement, which comprises this Agreement (including its Attachments), and any other documents incorporated by reference.**

**Executed by the Parties as a Service Agreement on the**…………day of ………………………Year ………….

**Signed, Sealed and Delivered** for and on behalf of the **<Fundholder Organisation>, ABN <Fundholder ABN>**, by the relevant Delegate, in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of <Fundholder Organisation> Delegate Signature of <Fundholder Organisation> Witness

…./…./…. …./…./….

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of <Fundholder Organisation> Delegate Name of Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position of <Fundholder Organisation> Delegate

**Signed, Sealed and Delivered** by **<VHP Organisation>**, **ABN <VHP ABN>** in accordance with its Constitution:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Director …./…./…. Signature of other Director/Secretary …./…./….

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Director Name of other Director/Secretary

Attachment A – Example Invoice

Example Invoice

Joan Smith

**Podiatry**

**Provider Number: ABN:**

## TAX INVOICE

**To:** **Date:**

Northern Division **Invoice No:**

Aboriginal Community Controlled Health Organisation

PO Box 1

# The Bush VIC 3300

### Services Performed

Amount GST

1/1/2010 Podiatry $500 $50

**TOTAL $500.00 $50.00 $550.00**

**Payments to:**

J SmithPhone:

# Podiatry Services Fax:

# 1 George Street

Melbourne VIC 3000

Account Name: Joan Smith

Bank: CBA

BSB: 123-456

Account Number: 123456789

**Attachment B – Contract Budget**

|  |  |
| --- | --- |
| Contract between: | XXXX Aboriginal Community Controlled Health Organisation |
| And: | J Smith Podiatry Service |
| Program: | Medical Outreach Indigenous Chronic Disease Program |
| Service: | Podiatry Service |
| Expected Visits Yearly: | 12 |
| Visit Frequency: | Every three weeks |
| Funding (up to) | $5,00 per visit |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Medical Outreach Indigenous Chronic Disease Program Service Report**  **All field must be completed by the Visiting Health Professional**  **ACCHO to provide to RWAV** | | | | |
| Date of Visit |  | | | |
| Name of Health Professional: |  | | | |
| Type of specialty/service: |  | | | |
| **CLINIC LOCATION** | | | | |
| Organisation: |  | | | |
| Town: |  | | | |
| **SERVICE PROVISION DATA** | | | | |
| Number of sessions provided\*: |  | | | |
| Number of new patients seen: |  | | | |
| Number of patients seen: |  | | | |
| Total number of patients seen\*: |  | | | |
| Number of patients on waiting list: |  | | | |
| Estimated waiting time for patients to access service (months): |  | | | |
| Number of booked patients who failed to attend: |  | | | |
| **\*Mandatory**  **UPSKILLING/PROFESSIONAL SUPPORT OF HEALTH PROFESSIONAL** | | | | |
| Was upskilling / professional support provided in the reporting period? (please highlight): | | YES | | NO |
| Dates: | | From: | | To: |
| *If Yes provide the details below* | |  | |  |
| Number of hours provided (in total over the reporting period): | |  | | |
| Type (please highlight, you may highlight more than one): | | Organised seminar | Telephone support | |
| Informal meetings | Clinic staff training | |
| Estimate the number of health professionals involved:  *(please do not count the same health professionals more than once if they have attended more than one session)* | GPs: | Local Specialists: | Other health professionals: | |
| **Comments *(achievements, difficulties or delays, whether the objectives and aims are being achieved*):** | | | | |
|  | | | | |

By providing RWAV with this data, you have gained client consent:

Name: Signature: Date **Attachment D - CULTURAL AWARENESS AND SAFETY TRAINING AND LOCAL ORIENTATION**

As described at Item 11, all outreach practitioners are required to undergo local orientation; and those providing services to Indigenous patientsare required to undertake Cultural Awareness and Safety Training. Outreach providers and host facilities should be advised of these requirements, which can be achieved through completing the following two-part process:

**Part 1 – Cultural Awareness and Safety Training:**

The Combined Universities Centre for Rural Health offers a free cultural orientation course for health professionals working with Aboriginal people. Cultural Awareness and Safety Training requirements can be met by completing the Aboriginal Orientation Course available online at: <http://lms.wacrh.uwa.edu.au/login/index.php>

Evidence of completion, in the form of a certificate generated by the online course, should be forwarded to the Fundholder within the first three months of signing the service agreement. Upon completion, outreach practitioners’ time spent undergoing this training can be remunerated by up to three hours at the appropriate rate.

**Part 2 - Local orientation:**

Organisations hosting visiting services are required to provide local orientation for all new outreach practitioners. This can be achieved by completing each task in the orientation checklist and signing to that effect as outlined below:

**Orientation checklist**

* The host organisation and visiting health professional discuss their respective expectations for the service, including the following points:
  + team-care arrangements, if applicable;
  + supporting health professionals available and their respective skills;
  + linkages with other services and providers;
  + administration support;
  + access to patient records;
  + equipment and facility needs;
  + time to be allocated for new and existing patients;
  + patient compliance matters; and
  + other applicable service expectations.
* The concept of community control is explained.
* The organisational/governance structure of the service is explained.
* Information about the community, population, history and places of interest is provided.
* Community/cultural protocols are explained.
* A coordinator/liaison for the outreach visits is identified.
* A grievance process is explained.
* A list of staff is provided.
* A list of programs is provided.
* The role of the Aboriginal health worker is explained.
* A list of other visiting services and multidisciplinary team members (if applicable) is provided.
* The internal referral system is explained.
* The external referral system is explained.
* Follow-up care options are discussed.
* Contact details for the other health organisations (ACCHSs, the LHD and PHN) and the local GPs are provided.
* Software and IT systems are explained, including patient record systems.
* Typing and secretarial arrangements are confirmed.
* Medicare billing systems are explained (if appropriate).
* Procedures are explained for radiology and pathology requests.
* Work Heath and Safety processes are explained.
* Patient safety and the service’s compliance with clinical quality standards is discussed.
* An opportunity for the health provider to meet with the local community, particularly the elders and the management committee is arranged.

We, the VHP and Fundholder/host organisation representative, confirm the local orientation process as described above has been completed.

Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_/\_\_\_\_/\_\_\_\_

*VHP signature Date*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_/\_\_\_\_/\_\_\_\_

*Fundholder/host organisation signature Date*

1. At the time of writing this schedule, the MOICDP Service Delivery Standards were available on-line at https://www.rwav.com.au/vicoutreach/medical-outreach-indigenous-chronic-disease-program/ [↑](#footnote-ref-1)