

SESLHD
MENTAL HEALTH SERVICE
ABN 70 442 041 439

AND

[NAME]
ABN ##

CONTRACTOR AGREEMENT

This Agreement is made on [day date month year].

1. Parties

- 1.1 South Eastern Sydney Local Health District Mental Health Service ABN 70 442 041 439 of 10 South St Kogarah NSW 2217 (**SESLHD**)
- 1.2 [Name] (the Contractor) of [address].

2. Background

- 2.1 SESLHD requires the Contractor to provide the Services set out in this Agreement.
- 2.2 The Contractor is engaged in the business of providing the Services.
- 2.3 The Contractor has agreed to provide the Services on the terms and conditions set out in this Agreement.

3. Operative provisions

3.1 Definitions

In this Agreement:

- 3.1.1 **'Applicable State'** means the States and Territories of Australia.
- 3.1.2 **'Client'** includes any person who is a person to whom SESLHD provides Services including but not limited to present and former patients of any SESLHD operated facility.
- 3.1.3 **'Confidential Information'** means information and material (whether oral, in writing or electronic) relating to SESLHD and/or its present or former patients that is not publicly available (other than by breach of this Agreement) including the Contract Fee, the terms and conditions of this Agreement, strategic, corporate and financial information, material and information relating to past or current Clients, material relating to suppliers, pricing information, marketing and business plans, software and hardware, data, intellectual property and other information which by its nature is confidential.
- 3.1.4 **'Contract Fee'** means the amount specified in Clause 8.1.1 payable to the Contractor for the provision of the Services, or such other amount that may be determined and agreed in writing between SESLHD and the Contractor from time to time.
- 3.1.5 **'Expiry Date'** means the end date of 30th June 2021, or on delivery of XX sessions, whichever is sooner.
- 3.1.6 **'GST'** means the goods and services tax payable under the GST legislation.
- 3.1.7 **'Person'** includes any natural person, SESLHD, partnership, association, trust, business or other organisation or entity of any description and a Person's legal personal representative, successors, assigns or substitutes.
- 3.1.8 **'Services'** means the services set out in **Schedule A** to this Agreement.
- 3.1.9 **'Termination Date'** means the date of termination of this Agreement in accordance with its terms or as a result of the Agreement being terminated on such other terms as are mutually agreed between the parties.

4. Commencement and Duration

4.1 Appointment

- 4.1.1 SESLHD appoints the Contractor to provide the Services on the terms and conditions set out in this Agreement and the Contractor accepts the appointment as a Contractor of SESLHD.

4.2 Commencement

- 4.2.1 This Agreement commenced on [date] and will be reviewed prior or on the Termination Date and may be renewed at the discretion of SESLHD.

4.3 Option to Renew

- 4.3.1 SESLHD has the discretion to offer to appoint the Contractor for an additional period and the Contractor has the option to accept the offer within the timeframe stipulated by SESLHD. If the Agreement is extended in this way the terms and conditions of this Agreement will continue to apply during the extended period until the new Expiry Date.

5. The Obligations of the Contractor

5.1 Provision of Services

- 5.1.1 The Contractor agrees to provide the Services to SESLHD as set out in **Schedule A** as required by SESLHD in accordance with this Agreement.
- 5.1.2 The Contractor will ensure that s/he works the hours necessary to achieve the efficient and effective performance of the Services [consider if you want to enter set hours]. If scheduled session dates and times cannot be met, make-up sessions are to be negotiated and agreed to by SESLHD and must be rescheduled and completed before 30th June 2021. If a make-up session cannot be negotiated and agreed to by SESLHD the contractor will forfeit the session price stipulated in term agreement. [include where relevant]
- 5.1.3 The Contractor will notify SESLHD immediately if s/he is unable to perform the Services.
- 5.1.4 The Contractor must not sub-contract the Services under this Agreement.
- 5.1.5 The Contractor will be responsible for providing the Services under this Agreement.

6. SESLHD's Obligations

- 6.1 SESLHD will provide the Contractor with all [what the site will provide the contractor, e.g. PPE, equipment, software, workwear, supplies etc] necessary for the provision of the Services with the exception of [details of any exceptions].

7. Standard of Performance

- 7.1.1 The Contractor warrants that s/he possesses the necessary skills, experience and expertise to perform the Services under this Agreement.
- 7.1.2 The Contractor will ensure that the Services are performed with due care, skill and diligence in a professional and ethical manner and in accordance with Ministry of Health Policy including but not limited to the Code of Conduct (attached at **Schedule B**), and laws relating to work health and safety, discrimination, harassment, security, privacy and IT policy.

7.1.3 The Contractor promises that s/he will not by his/her conduct bring SESLHD into disrepute.

7.2 Instructions and Compliance

7.2.1 The Contractor must be registered and inducted through the central SESLHD Contractor Management and complete the requirements set out in **Schedule C** prior to providing Services on-site.

7.2.2 The Contractor will liaise with and obtain instruction from [name, position, mobile number, days/hours of work] concerning the provision of the Services.

7.2.3 The Contractor will comply with all reasonable guidelines, requirements and instructions issued by SESLHD and/or [name and position in 7.2.2] concerning the Services.

8. Contract Fee

8.1 Payment of Contract Fees

8.1.1 SESLHD will pay the Contractor an hourly rate of \$ [amount]. The hourly rate includes any business related expenses arising from the provision of the Services under this agreement, such as parking, unless otherwise stipulated in the quotation. Payment will be upon receipt of the Contractor's invoice and satisfactory provision of the Services in the relevant period.

8.1.2 The Contract Fee is inclusive of GST.

8.1.3 The Contractor must issue an invoice in proper form being on the Contractor's letterhead and specifying the natures of the Services, the number of hours worked and the date and time the Services were performed.

8.1.4 The Contractor must invoice SESLHD in accordance with the payment arrangements set out in **Schedule D**.

8.1.5 SESLHD will pay the Contractor's invoices provided in proper form, in accordance with the payment arrangements set out in **Schedule D**, within 28 days of receiving the relevant invoice.

8.1.6 The Contractor is not entitled to any other payment, remuneration or compensation other than as specified in this Agreement.

9. Taxation

9.1 Payment of GST

9.1.1 The fees, charges, taxes and expenses payable under this Agreement include GST.

9.1.2 The Contractor is responsible for remitting any taxes or GST owed to the Australian Taxation Office that arise as a result of providing the Services under this Agreement.

10. Registration and ABN

10.1 Each party warrants that at the time of any supply made under this Agreement on which GST is payable each party is registered under the GST Legislation.

10.2 The Contractor agrees to provide to SESLHD written evidence of registration and his/her Australian Business Number (ABN).

11. Other Contract Work

- 11.1 Subject to this Agreement, the Contractor may provide services to any other Person other than SESLHD, during the period of this Agreement, but only where providing such services would not constitute a breach of the obligations imposed on the Contractor under this Agreement.

12. Nature of Relationship

- 12.1 The Parties agree that the Contractor provides the Services to SESLHD as an independent contractor. Nothing in this Agreement creates an employment, agency, joint venture or partnership relationship between SESLHD and the Contractor.
- 12.2 Other than the Contract Fee, SESLHD will not be liable to the Contractor for the payment of:
- (a) the remuneration of the Contractor's personnel including salary and wages, annual leave, sick leave, long service leave or superannuation;
 - (b) workers' compensation, accident, sickness and life insurance for the Contractor's personnel; and/or
 - (c) all taxes including but not limited to corporate tax, payroll tax, PAYG tax, training guarantee levy, FBT, excise duty, GST, personal income taxes, company income taxes, Contractor's payroll taxes, superannuation guarantee levy, health insurance levy and any other additional taxes or levies imposed by government.

13. Termination

13.1 Termination on Notice

- 13.1.1 SESLHD or the Contractor may terminate this Agreement at any time by giving two weeks' written notice of termination.

13.2 Termination on Default

- 13.2.1 Notwithstanding Clause 13.1 SESLHD may immediately terminate this Agreement by written notice to the Contractor if at any time:
- a. the Contractor commits a serious or persistent breach of any provision of this Agreement which is incapable of being remedied to SESLHD's reasonable satisfaction.
 - b. the Contractor fails to remedy to SESLHD's reasonable satisfaction, a breach of any provision of this Agreement within five days of receiving a notice from SESLHD identifying the breach and requiring it to be remedied.
 - c. The Contractor becomes or in the reasonable opinion of SESLHD is in jeopardy of becoming subject to any form of insolvency administration.
 - d. the Contractor ceases business.
 - e. the Contractor engages in any behaviour constituting serious misconduct; or
 - f. the Contractor dies or becomes incapacitated by illness or injury from performing their obligations under this Agreement.

13.3 Termination on Expiry Date

- 13.3.1 Subject to clauses 12.1 and 12.2 this Agreement will come to an end on the Expiry Date or any revised Expiry Date agreed in writing between the Parties.

13.4 Payments on Termination

- 13.4.1 If SESLHD terminates this Agreement for any reason specified in Clause 12.1 or 12.2 SESLHD is not obliged to make any payment to the Contractor apart from any outstanding Contract Fees for work performed up to the Termination Date.
- 13.4.2 In order for the Contractor to be able to recover the payments noted in subclause 13.3.1 the Contractor must issue an invoice in proper form in respect of the Contract Fees and any other attachments required within five days of the Termination Date.

13.5 Return of Property

- 13.5.1 Upon expiry or termination of this Agreement for any reason, or at any other time at SESLHD's request, the Contractor must immediately return to SESLHD any information, property, documents, data, equipment or other material in his/her possession which belongs to SESLHD.

14.1 Confidentiality

14.1.1 Disclosure of Confidential Information

- 14.1.1 The Contractor must not during this Agreement or at any other time after the Termination Date disclose to any third part any Confidential Information, either directl or indirectly, knowingly or inadvertently, except:
- a. if such disclosure is required in the course of providing the Services and the Person to whom the Confidential Information is disclosed warrants not to disclose the Confidential Information in accordance with this clause;
 - b. with the prior written consent of SESLHD;
 - c. if the part of the Confidential Information to be disclosed is already in the public domain (other than as a result of a breach by the Contractor) or;
 - d. if the disclosure is required by law.

14.2 Use of Confidential Information

The Contractor must not during this Agreement or any time after the Termination Date, use, for their own benefit or for the benefit of any third party, any Confidential Information other than in the proper provision of the Services during this Agreement, without the prior written consent of SESLHD.

15. Indemnity

- 15.1 The Contractor indemnifies SESLHD and agrees to keep SESLHD indemnified against any loss, cost, expense, damage or claim suffered or incurred by SESLHD arising directly or indirectly from or related to any wilful default or breach of professional duty or negligence in the provision of the Services. The liability of the Contractor is reduced to the extent that SESLHD or any other Person(s) caused or contributed to the loss, cost, expense, damage or claim.

16. Insurance

- 16.1 The Contractor agrees to ensure, at his/her own expense, to maintain all relevant insurances that a prudent Contractor in the industry would be reasonably expected to maintain in order to ensure the successful provision of the Services under this Agreement, including:

- a. public and products liability insurance of \$AUD10 million per occurrence, and
- b. professional indemnity insurance of \$AUD5 million per claim.

17. Dispute Resolution

17.1 Dispute resolution procedure

If a dispute arises out of or relates to this Agreement, a Party must not commence any court or other proceedings relating to the dispute unless it has first complied with the following procedure:

- a. the party claiming that a dispute has arisen must give written notice to the other party specifying the nature of the dispute.
- b. on receipt of that notice by the other party, the parties must endeavour in good faith to resolve the dispute using informal dispute resolution techniques such as mediation, expert evaluation, arbitration or similar methods agreed by them;
- c. if the parties do not agree within 10 days of receipt of the notice (or such further period as the parties agree in writing) as to:
 - the dispute resolution method and procedures to be adopted;
 - the timetable for all steps in those procedures; and
 - the selection and compensation of the independent person required to resolve the dispute then,

the parties must agree upon the appointment of an independent arbitrator to assist the parties to resolve the dispute.

18. Other Proceedings

- 18.1 Nothing in this Agreement will prejudice the right of a party to institute proceedings to enforce payment due under this Agreement or to seek urgent injunctive or declaratory relief in respect of a dispute or any matter arising under this Agreement.

19. Warranties

- 19.1 The Contractor warrants and agrees that:

- prior to entering into this Agreement s/he was given a reasonable opportunity to obtain legal advice about this Agreement and the obligations contained in it;
- He or she had sufficient time to consider the terms of this Agreement, its implications and the advice given in respect of it;
- s/he understands this Agreement and agrees that its terms are fair and reasonable in the circumstances;
- s/he has entered into this Agreement voluntarily and of his/her own free will without duress, coercion, undue influence or pressure from SESLHD or any other Person;
- SESLHD is relying upon these warranties in executing this Agreement.

20. General Provisions

- 20.1 Any variation or replacement of this Agreement must be in writing and signed by the Parties.

- 20.2 If any provision of this Agreement is held to be invalid, unenforceable or illegal for any reason, it may be deleted or modified to the extent that is necessary and this Agreement will otherwise remain in force.
- 20.3 This Agreement contains the entire understanding between the Parties concerning its subject matter and supersedes all prior communications, representations and understandings between the Parties,
- 20.4 A single or partial exercise or waiver of a right under this Agreement does not prevent any other exercise of any other right.
- 20.5 A party cannot assign or otherwise transfer the benefit of this Agreement without the prior written consent of the other parties.
- 20.6 This Agreement is governed by the laws applicable in New South Wales.
- 20.7 Each party must pay its own legal costs of and incidental to the preparation and completion of this Agreement.
- 20.8 If this Agreement consists of a number of counterparts each is an original and all of the counterparts together constitute the same document.

SIGNED AS AN AGREEMENT:

Name:	Name:
Signature:	Signature:

Signed by the CONTRACTOR in the presence of:

Signed for and on behalf of SESLHD ABN 70 442 041 439 by its authorised representative in the presence of:

Name:	Name:
Signature:	Signature:

WITNESS
SCHEDULE A

WITNESS

Contractor's Services

- [set out what the Contractor is to do]

SCHEDULE B

NSW Health Code of Conduct

Code of Conduct



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A Message from the Secretary

In NSW Health we are committed to providing the best patient-centred health services possible, and to the goals of protecting and improving the health of the people of NSW.

To achieve this, everyone working in NSW Health must promote a positive working environment where everyone's contribution is valued. Teamwork and respectful staff relations are essential.

Everyone working in NSW Health should expect to be treated, and must treat others, with respect, dignity and fairness. High standards of workplace practice and conduct improve staff morale. They also produce more effective working relationships and enhanced patient outcomes. In particular, bullying and / or harassment will not be tolerated.

This Code seeks to provide the basis for developing a positive workplace culture – a culture which reflects our core values of Collaboration, Openness, Respect and Empowerment and builds upon the Government Sector core values of Integrity, Trust, Service and Accountability.

I ask everyone working in NSW Health to make themselves aware of the Code, and to implement and adhere to the Code's provisions and to the NSW Health core values on which it is based.

Dr Mary Foley
Secretary

1 INTRODUCTION

1.1 Why we have a Code

The reason we have a Code of Conduct is so there can be no doubts about the standards of ethical and professional conduct that are required of everyone working in NSW Health, the outcomes we are committed to, and the behaviours which are unacceptable and will not be tolerated.

A Code of Conduct assists with building a positive workplace culture based on our core NSW Health values of collaboration, openness, respect and empowerment.

The intent of the Code is to provide a framework to promote ethical day-to-day conduct and decision making. It does not and cannot cover every situation that can arise in the workplace. The Code does not replace the need for common sense in how staff conduct themselves. If staff are in doubt as to what conduct is appropriate in any particular situation, or how the Code should be applied, they should seek advice and direction from their manager or a more senior member of staff.

Managers have a key role in ensuring staff understand the Code and in enforcing the standards it sets, consistently and fairly. However, the most important responsibility of managers, and their most valuable contribution to ensuring that the standards set out by the Code are implemented, is to lead by example.

The Code also provides guidance on how to raise and report breaches of the standards it sets.

1.2 Definitions

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.

2 APPLYING THE CODE

2.1 Who does the Code apply to?

This Code applies to:

- 2.1.1 Persons who are employed in NSW Health whether on a permanent, casual or temporary basis, and
- 2.1.2 Contractors (including visiting practitioners, agency staff and volunteers) working in NSW Health, and
- 2.1.3 Students, researchers or persons undertaking or delivering training or education in NSW Health,

who will be referred to as 'staff' throughout the Code.

In addition, staff of the NSW Ministry of Health, Health Professional Councils Authority, Mental Health Commission and NSW Institute of Psychiatry are required to comply with

the *Code of Ethics and Conduct for NSW Government Sector Employees*, contained in section 2 of the document issued by the Public Service Commission entitled [Behaving Ethically: A Guide for NSW Government Sector Employees](#).

2.2 Responsibilities under the Code

All staff are responsible for applying and complying with the Code.

Managers are responsible for ensuring that the staff who they supervise are aware of and understand their responsibilities under the Code.

2.3 What happens if there is a breach of the Code

There is a range of consequences for breaches of this Code depending on the nature and seriousness of the matter.

Managers have a responsibility to address alleged breaches of the Code promptly, and in a fair and reasonable manner. They need to assess the seriousness of any alleged breaches, and how they should be dealt with.

Possible outcomes for a staff member who has breached the Code may be:

- Counselling
- Performance improvement plans
- Formal disciplinary action
- Referral to the relevant registration board when the staff member is a registered health practitioner
- Referral to the police in cases of suspected possible criminal activity
- Referral to other Government agencies, such as the Independent Commission Against Corruption, or
- Termination of employment.

Certain sections of the Code reflect the requirements of legislation, and breaches of these conditions may be punishable under law.

2.4 What to do if you are concerned about a breach of the Code

Staff should report any breach or concerns about a breach of the Code to their manager.

If staff are not comfortable about reporting to their manager, they should report the matter to a more senior staff member. In some circumstances, such as allegations of corruption, there is a mandatory requirement to report matters to external agencies.

2.5 Protection for people who raise concerns about a breach of the Code

NSW Health is committed to protecting any person who raises concerns about a breach of the Code from retaliation or reprisals. Any attempt to take detrimental action against a person who raises a legitimate breach of the Code will be treated seriously and may lead to disciplinary action.

Further, it is a criminal offence to take reprisal against a whistleblower under Section 20 of the *Public Interest Disclosures Act 1994* where a disclosure falls within the scope of that Act.

3 NSW HEALTH CORE VALUES

The NSW Health CORE values build upon the public sector core values of integrity, trust, service and accountability.

The NSW Health CORE values are:

- Collaboration
- Openness
- Respect
- Empowerment.

We strive to reflect these CORE values in our workplaces and in our conduct by demonstrating the following characteristics:

Collaboration

- We are an organisation that believes in its people and is people centred.
- Our leaders are role models for our core values and they are accountable.
- We willingly work in teams to provide excellent levels of care.
- Our teams are strong and successful because we all contribute and always seek ways to improve.
- We encourage and recognise outstanding performance.

Openness

- We want our community to have confidence in their local health services.
- We foster greater confidence and cooperation through open communication.
- Our performance is open to public scrutiny through patient and employee surveys.
- We welcome and use feedback as a tool to do better.
- We encourage those around us to speak up and voice their ideas as well as their concerns by making it clear that speaking up is worthwhile and valued.
- We communicate clearly and with integrity.

Respect

- We never lose sight of our patients' fundamental right to be treated with dignity, compassion and respect.
- We listen to patients, the community and each other.
- We welcome new ideas and ways of doing things to improve patient care.

- We treat our colleagues and patients with dignity and respect, and care about those around us.
- Each of us is responsible for workplace culture and performance.
- We have zero tolerance for bullying and no-one, no matter how senior, is exempt.

Empowerment

- We encourage and support local decision making and innovation.
- We accept that with local decision making comes responsibility and accountability.
- We make best use of resources and experience to meet patient and community expectations.
- While we seek direction from our leaders, we believe that everyone is empowered to make a difference in our workplace.
- As individuals, we can improve our workplace culture and performance by addressing issues that hold us back.
- We strive for individual excellence on behalf of our patients and our teams, and to deliver the best possible care and services.

4 THE CODE OF CONDUCT

The Code requires staff to adhere to the standards set out below. The standards in this Code also apply to social activities that take place outside work premises but under agency auspices, and to the making of comments about other staff, patients, and patients' family members or visitors on social media where the status of the person making the comments as a NSW Health staff member is indicated or can be inferred.

4.1 Promote a positive work environment

Staff must:

- 4.1.1 Treat patients and members of the public with courtesy and respect and with due sensitivity to the needs of people with different backgrounds and cultures
- 4.1.2 Treat all other members of staff (irrespective of whether they are at the same level of seniority, or more senior or junior) in a way that promotes harmonious and productive working relationships, and a collaborative teamwork approach
- 4.1.3 Not bully or harass other staff, patients or members of the public, or discriminate against them on the basis of their sex, race, ethnic or ethno-religious background, marital status, pregnancy, disability, age, homosexuality, transgender or carers' responsibilities
- 4.1.4 Not encourage or support other staff in harassing or bullying, or in acting in a way that is contrary to harmonious working relationships between staff members

- 4.1.5 Where appropriate, attempt to settle any complaints, disagreements or grievances involving other staff themselves in the first instance; or pursue such matters through their manager or a more senior member of staff in a way which is proportionate to the issues raised, utilises applicable NSW Health policies, and recognises that in any process to resolve such matters other staff also have perspectives and rights.

4.2 Demonstrate honesty and integrity

Staff must:

- 4.2.1 Avoid situations which may give rise to pecuniary or other conflicts of interest, and should any conflicts or possible perceptions of such conflicts arise declare them immediately to their manager - for further information, refer to the current NSW Health policy on [conflicts of interest and gifts and benefits](#)
- 4.2.2 In general not deal with the finances of patients or clients, but where such dealings occur in the best interests of the patient or client, report the full details to their manager
- 4.2.3 Ensure that their actions and decisions are not influenced by self interest or considerations of personal gain or other improper motives
- 4.2.4 Not accept bribes or inducements that are intended to influence their decisions or actions and
- 4.2.5 Not accept gifts where they are, or could be reasonably interpreted as being, designed to secure influence or preferential treatment in favour of the giver, which means that token or inexpensive gifts offered as an expression of gratitude, such as chocolates from a patient, can be accepted – for further guidance, refer to the current NSW Health policy on [conflict of interest and gifts and benefits](#)
- 4.2.6 Provide honest and accurate comments when giving staff references
- 4.2.7 In dealings with former staff members of NSW Health not give them, or appear to give them, favourable treatment or access to privileged information.

On leaving employment, staff must:

- 4.2.8 Not use or take advantage of confidential information obtained in the course of their previous official duties to seek gain or profit, unless and until this information is publicly available
- 4.2.9 Not take documents that are the property of the Health Service to another position prior to or after resignation without approval.

4.3 Acting professionally and ethically

Staff must:

-
- 4.3.1 At all times act in a way which is consistent with NSW Health's duties of care to its patients and clients, and its obligations to provide a safe and supportive environment on its premises for patients and their family members
 - 4.3.2 Not be under the influence of alcohol or drugs when commencing work and while at work
 - 4.3.3 Be in a fit and proper condition to carry out their duties when commencing work and while at work
 - 4.3.4 Dress in a way that is appropriate for the work they do, and complies with any local dress requirements
 - 4.3.5 Carry out their duties diligently and efficiently
 - 4.3.6 Not absent themselves from the workplace without proper notification, when they are meant to be on duty; nor engage in any form of outside practice or employment or other activities when they are meant to be on duty and working for NSW Health
 - 4.3.7 If working as a full time employee, seek approval from the Chief Executive or his/her delegate to undertake secondary employment; and if working as a part-time employee seek such approval if there is potential for a conflict of interest with NSW Health employment, or if the total work being undertaken raises issues about excessive working hours. Such approval for other employment must not be unreasonably withheld
 - 4.3.8 Comply with all lawful and reasonable directions given by their managers or other members of staff authorised to give them
 - 4.3.9 Comply with all applicable NSW Health policies and procedures, and those of the NSW Health agency where they work
 - 4.3.10 Maintain and enhance their professional standards and skills, and keep up to date with best practice
 - 4.3.11 Observe all laws, professional codes of conduct and ethics relating to their profession
 - 4.3.12 If professionally registered, report all changes in professional registration (such as the imposition of conditions on registration) to their manager
 - 4.3.13 Avoid conduct that could bring NSW Health or any of its staff, patients or clients into disrepute, including when using social media
 - 4.3.14 Act in a way which protects and promotes the interests of NSW Health and the particular NSW Health agency where they work
 - 4.3.15 Only provide official comment on matters related to NSW Health if authorised to do so

- 4.3.16 When making public comment on issues or participating in political or industrial activities, not indicate or imply that their views are those of NSW Health
- 4.3.17 Carry out their duties in a politically neutral manner
- 4.3.18 Report criminal charges and convictions against them involving offences punishable by imprisonment for 12 months or more to their Chief Executive within 7 days of the charge being laid or a conviction recorded
- 4.3.19 Report to the designated person within their Health organisation, upon becoming aware of an allegation, charge or conviction involving an under 18-year-old against another NSW Health staff member
- 4.3.20 Report immediately any episode or incident of clinical care which raises concerns about standards of clinical care or about possible clinical malpractice, and
- 4.3.21 Report to a more senior member of staff and / or to the appropriate external statutory body any misconduct by others of which they become aware, such as corruption, fraud, maladministration, and serious or substantial waste.

4.4 Use official resources lawfully, efficiently and only as authorised

Staff must:

- 4.4.1 Use work resources efficiently
- 4.4.2 Use all equipment, goods, resources and materials provided for work-related purposes only, and not for outside clinical or business practice or political purposes: for example staff cannot operate a private business from the workplace, proselytise in favour of a particular religious belief or beliefs, decorate official vehicles with political slogans, or use work tools to make repairs to personal property or carry out home renovations. However, reasonable personal use may be made of equipment (such as phones, computers or photocopiers) provided that work performance is not affected and any instructions about such personal use are followed
- 4.4.3 Follow any special directions or conditions that apply to the authorised use of official resources such as the use of cars for non-official purposes, and
- 4.4.4 Not use NSW Health internet and email resources for accessing, transmitting, storing or downloading pornographic, sexually explicit or otherwise inappropriate material.

4.5 Maintain the security of confidential and / or sensitive official information.

Staff must:

- 4.5.1 Keep confidential all personal information and records, including not discussing or providing information on social media that could identify patients or divulge patient information
- 4.5.2 Not use or release official information or records without proper authority
- 4.5.3 Maintain the security of confidential and / or sensitive information, including that stored on communication devices
- 4.5.4 Not disclose, use or take advantage of information obtained in the course of official duties, including when they cease to work in NSW Health.

4.6 Maintain professional relationships with patients or clients.

Staff must:

- 4.6.1 Not take an unfair advantage of, or exploit any relationship with, patients or clients in any way, including not engaging in on-line friendships with patients or clients via social media; staff may accept patients and clients as members of their professional pages that contain information relating to the professional practice of the staff member
- 4.6.2 Not have any sexual relationship with a patient or client during a professional relationship.

I have read and understood the above Code of Conduct, and agree to comply with its provisions at all times while working in NSW Health.

By signing this Code I acknowledge my commitment to achieving the best outcomes for patients and playing my part in ensuring that my working environment is safe and supportive.

..... *Print name*

..... *Signature*

..... *Date*

SCHEDULE C:

SESLHD Contractor Management

Contractors must email the following information to Seslhd-Contractors@health.nsw.gov.au to begin registration in the central SESLHD Contractor Management System:

- Company Name
- Administrator Name (persons who will be responsible for uploading insurance, other documents and issuing passwords for workers)
- Contact email address
- Contact phone number

Once received, a request will be emailed to the Contractor to complete registration via the Rapid Portal. The Contractor completes their details in the Rapid Portal and uploads current insurance and any other supporting documents.

Minimum insurance requirements:

- Public Liability (coverage \$20Million)
- Workers Compensation policy (or if sole trader, Income Protection policy)

After registration is completed and documents approved, the Contractor will receive direction regarding payment for and accessing the online general induction.

Following completion of the online general induction, the Contractor must contact the nominated site manager [name, position, mobile number, days of work and hours] to arrange a site induction. This will cover local systems, processes and safety requirements such as screening and entry processes, site access, identification, use of duress systems, etc.

Online Contractor registration, online general induction and local site induction must be completed prior to the commencement of service delivery onsite.

SCHEDULE D

Payment arrangements

[Set out the process for the lodging and the payment of the Contractor's invoices]

Where applicable, a Contractor must complete and lodge a GST Exemption form with each invoice submitted.