
SALARIED CONTRACT OF EMPLOYMENT – No. 6330

BETWEEN: WA Country Health Service established as a health service provider pursuant to section 32 of the *Health Services Act 2016* (Employer)

AND: Dr Deva de Azevedo of c/- ME Medical Recruitment, Lisa McNair, lisa@memedical.com.au, (Agency)

The Employee will initially be located at Geraldton Health Campus. During the term of the contract, the Employee may be required to work across the WA Health system as defined in the *Health Services Act 2016*. These terms and conditions are based on the *WA Health System – Medical Practitioners – AMA Industrial Agreement 2022* (Industrial Agreement).

1. POSITION TITLE - Registrar - Year 1 - As rostered within Geraldton Health Campus.

2. POSITION NUMBER – 615612

3. TENURE – From 6 February 2023 to 4 February 2024 on a fixed term contract basis.

a) HOURS OF DUTY – Full time an average of 40 hours per week in accordance with Part 2, Clause 15 of the Industrial Agreement.

b) REMUNERATION – Pro-rata payment of the following items if you are employed at less than full time. Rates quoted are based on Full Time salary.

Registrar Year 1 - Sch 1, Table 1	\$111,678.00 per annum
Prof Develop Allow Doctor in Training - Part 2, CI 12 (7) (a)	\$10,167.00 per annum
<u>Shift and other allowances</u>	Variable
TOTAL (Not including shift and other allowances)	\$121,845.00 per annum
	Plus, applicable superannuation

c) CONFIDENTIALITY - It is a condition of the employment that the Employee will not divulge or use (directly or indirectly) any Health Service business information to any person except where required as part of the Employee's official duty, either during the course of employment or after employment ceases.

d) PREREQUISITES FOR EMPLOYMENT – The Employee agrees to provide the Employer with satisfactory evidence of:

- A visa (subclass 482 or similar) or Australian Citizenship or Residency status.
- Current registration with the Australian Health Practitioner Regulation Agency.
- At the Employee's own cost, and in accordance with the WA Health Criminal Record Screening Policy (OD 0275/10), this contract is subject to a satisfactory criminal record check. You must advise your employer of any change in your criminal record. An unsatisfactory national criminal record screen will result in this contract being deemed null and void.
- At the Employee's own cost, and in accordance with the WA Health Working with Children Check Policy (OD 0454/13) and the *Working with Children (Criminal Record Checking Act 2004)*, this contract is subject to a satisfactory Working with Children Check (WWC). An unsatisfactory WWC will result in this contract being deemed null and void.
- Before commencing clinical duties provide the MRSA status if the Employee has worked in, or been a patient in, a hospital outside Western Australia at any time during twelve months prior to commencing work. This MRSA status needs to be done, post the Employee's last clinical work, but prior to commencing duty with the Employer.

e) PROBATION - A probationary period of six months as per Part 2, Clause 9 (2) of the Industrial Agreement applies.

f) MEDICARE PROVIDER NUMBER – The Employee is required to apply for and maintain a Medicare provider number for each hospital in which the Employee is rostered to work.



g) INDEMNITY AGAINST MALPRACTICE AND/OR NEGLIGENCE - The medical indemnity scheme for medical officers employed in the State's public sector health system provides a legally binding and enforceable contract between the Minister for Health (or Board) and you as a salaried medical officer providing medical services on behalf of the WA public sector health system. Subject to the Terms and Conditions of the Indemnity, the Minister undertakes to indemnify against:

- claims of negligence omission or trespass that may arise from the treatment of public and depending on your category of employment, private patients, in public hospitals and other agreed health care institutions and;
- claims in relation to the Quality and Safety activities undertaken by the medical officer.

If you are treating patients who do not fall within the scope of the Indemnity, then you may need to continue to purchase medical indemnity cover from a Medical Defence Organisation (MDO). Should your MDO also offer insurance against general legal costs (e.g. advice and representation at inquiries such as Medical Board of Australia, Coronial Inquiries Disciplinary Tribunals, Royal Commission and professional Bodies) you may also wish to purchase this cover as these fall outside the scope of the Indemnity.

Further information on the Indemnity, including the Terms and Conditions and a "Questions and Answers" paper, can be found on the Department of Health's Indemnity website at <http://www.health.wa.gov.au/indemnity/>

h) RELOCATION ASSISTANCE - Economy Class air travel will be provided for the Employee from Perth to Geraldton and return on completion of contract, or re-imbursement of up to \$450 for travel expenses on presentation of receipts.

i) OTHER TERMS AND CONDITIONS OF EMPLOYMENT - Accommodation is provided under a Tenancy Agreement, on a contributory rent basis and in accordance with the Health Service Policy. The Employee will be responsible for water and electricity and private telephone charges. The Employee is responsible for maintaining the property to the same standard at the take up of the tenancy.

This letter constitutes the whole of the offer made by the Employer and does not mean that any subsequent offer of employment will be made, or any other contract of employment will be entered into between the Employer and Employee. In the event the Employer does elect to make a subsequent offer of employment it will be in the form of a written offer subject to such terms and conditions as may be contained in the letter to the Employee.

Signature of Employer



Ron Wynn
Regional Director
On behalf of the Chief Executive

12 December 2022

Signature of the Employee



Dr Deva de Azevedo

Date: 19.11.2022



WA COUNTRY HEALTH SERVICE - Midwest

Dr Deva de Azevedo
ME Medical Recruitment
Lisa McNair
lisa@memedical.com.au

Dear Dr de Azevedo,

On behalf of the WA Country Health Service I am pleased to offer you an appointment under the terms specified in the attached Contract of Employment. These terms and conditions are based on the *WA Health System – Medical Practitioners – AMA Industrial Agreement 2022* (Industrial Agreement).

As well as the terms offered in this contract you will also receive the benefits of Superannuation on your base salary and Ordinary Time Earnings (OTE) in accordance with Australian Tax Office (ATO) requirements: <https://www.ato.gov.au/Business/Super-for-employers/Paying-super-contributions/How-much-super-to-pay/List-of-payments-that-are-ordinary-time-earnings/>. Superannuation will automatically be applied as prescribed by the ATO: <https://www.ato.gov.au/Rates/key-superannuation-rates-and-thresholds/?anchor=Superguaranteepercentage>.

You have the opportunity to salary package should you wish to maximise your earnings. Information relating to remuneration packaging arrangements is available from either of the two providers currently used by WA Health:

Smartsalary (1300 476 278 or www.smartsalary.com.au)

Paywise (1300 132 532 or <https://www.paywise.com.au/public/default.aspx>)

In accordance with the WA Health Criminal Record Screening Policy (OD 0275/10) (CRS Policy), this offer is subject to a satisfactory criminal record check. You must advise your employer of any change in your criminal record. An unsatisfactory national criminal record screen will result in this offer being deemed null and void. A copy of the CRS Policy is available at is available on the Department of Health Employment Policy Framework webpage: <https://ww2.health.wa.gov.au/About-us/Policy-frameworks/Employment>.

In accordance with the WA Health Working with Children Check Policy (OD 0454/13) (WWC Policy) and the *Working with Children (Criminal Record Checking Act 2004)*, this offer is subject to a satisfactory Working with Children Check (WWC). An unsatisfactory WWC will result in this offer being deemed null and void. A copy of the WWC Policy is available on the Department of Health Employment Policy Framework webpage: <https://ww2.health.wa.gov.au/About-us/Policy-frameworks/Employment>.

If you wish to accept this offer, please:

- Sign the Contract of Employment
- Submit the attached Medical Indemnity application if you have not previously done so.

These documents should be returned within ten days of the date of this correspondence to:

Director of Medical Services
Geraldton Hospital PO Box 22
Geraldton
Western Australia 6530
Medicalservices.WACHS-Midwest@health.wa.gov.au

If you do not have a current provider number for the location(s) in which you will be working, please submit a Provider Number application to Medicare Australia. An application can be submitted electronically or via post, more information can be obtained at: <https://www.servicesaustralia.gov.au/organisations/health-professionals/services/medicare/medicare-benefits-health-professionals/apply-medicare-provider-number/applying-medicare-provider-number>

«Address_Line_1», «Suburb», «State», «PC»
Ph: «Phone_International» Fax: «Fax_International»

The Industrial Agreement can be viewed online in the WA Health Awards and Agreements Library at <http://www.health.wa.gov.au/awardsandagreements/>.

The date of your commencement with the WA Country Health Service is included in the attached Contract of Employment. The commencement date may be varied by agreement of both parties. The Employer's agreement to vary the commencement date will depend upon the circumstances and the operational requirements of the health service.

If accepting this offer can you also please liaise with Christine Golding, Medical Administration Coordinator on (08) 9956 8742, so that an appropriate orientation into this position can be organised.

In anticipation of the successful conclusion of these formalities,

Yours sincerely,



Ron Wynn
Regional Director
On behalf of the Chief Executive
12 December 2022

