

Submission to HSPL Management Committee

Re: QH513 Provision of Radiology Services for the Townsville Health Service District
A/C: Queensland Health

Scope

Health Services Purchasing and Logistics has been requested to arrange offers for Radiology Services on behalf of Clinical and Statewide Services.

This arrangement is for the Townsville Health Service District. The Townsville Hospital has staff Radiologists and only requires reporting services to supplement its workload capability.

Introduction

Health Services Purchasing and Logistics in conjunction with a Statewide Radiology Advisory Committee and the Legal Unit has prepared an offer template requesting four (4) types of Radiology Services:-

- Part 1 - Reporting Services
- Part 2 - Off-Site Imaging Services
- Part 3 - On-Site Imaging Services
- Part 4 - Radiologist Services

The evaluation criteria included in the offer document was as follows:-

- Offerer's compliance with the Specification, Conditions of Contract and Additional Conditions
- Offerer's ability to provide the requested services in a timely manner
- Skill's Qualifications, Accreditations and Memberships relevant to the services sought
- Offerer's ability to provide appropriately qualified staff
- Suitability of the administrative procedures and the appropriateness of invoice and accounting systems
- Comparative Costs of the requested services
- Past Performance of the Offerer from internal/external sources
- Willingness of the Offerer to work with Queensland Health to achieve the electronic transfer of images and reports to and from Queensland Health in Queensland Health's preferred format.

The term of the proposed arrangement is for an initial period two (2) years with the option to extend for three (3) further periods of up to twelve (12) months each.

Invitation of Offers

Offer PL513/1/1 closed 18 December 2009.

Seven (7) offers were received from the following suppliers:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

s.73 - irrelevant material - relates to

X-Ray and Imaging Pty Ltd

s.73 - irrelevant material - relates to

Evaluation of Offers and Recommendations

The arrangement for Townsville includes the following services:-

Part 1 - Reporting Services

Reporting	Estimated number of studies to be reported annually	Time for performance of Reporting Services						
		Urgent (30mins)		Priority (4 hours)		Intermediate (24 hours)		Routine (3 business days)
		% during business hrs	% outside business hrs	% during business hrs	% outside business hrs	% during business hrs	% outside business hrs	% during business hrs
Group 11 - Ultrasound	500 to 3,000					100		
Group 12 - Computerised Tomography	200 to 800		50	0	50			
Group 13 - Diagnostic Radiography	X-Ray 15,000 to 40,000					100		

Offers were evaluated at a Radiology Services Advisory Committee (RSAC) on 28 April 2010. Present at the meeting were representatives from Townsville Hospital and Health Services Purchasing and Logistics.

Pricing offered was based upon a percentage of the MBS Scheduled Fee which is current at the time of the study.

The RSAC recommended the offer received from X-Ray and Imaging Pty Ltd due to being the lowest offer received.

s.73 - irrelevant material - relates to unsuccessful offerer's

X-Ray and Imaging Pty Ltd
\$702,387.50

The costs based on the minimum workload requirement would be as follows and does not change the lowest offer received.

s.73 - irrelevant material - relates to unsuccessful offerer's

X-Ray and Imaging Pty Ltd
\$223,717.00

Price Variation Formula/Methodology

Pricing offered was based upon a percentage of the MBS Scheduled Fee which is current at the time of the study.

Quality Assurance

The specification stated that for this arrangement the offerer shall be compliant with the Accreditation Scheme for Practices providing Diagnostic Imaging Services, as required by the Australian Government Department of Health and Aging.

The specification stated that for this arrangement the Offerer shall comply with all the Accreditation requirements for Practices providing Diagnostic Imaging Services, as issued from time to time by the Australian Government Department of Health and Aging.

X-Ray and Imaging Pty Ltd has advised that they meet these requirements and are registered with the Queensland Medical Board.

Rebates

This arrangement is exempt from rebate requirements.

Savings and Benefits Achieved

X-Ray and Imaging Pty Ltd has stated that ^{they} are prepared to provide a report for the billable patients at the same fee as for public patients. A directive was issued by Queensland Health many years ago, that facilities should charge a facility fee of 60% for billable patients, when the image is taken by Queensland Health and reported by a private provider. However, this may not occur at many facilities. Based on the offer from X-Ray and Imaging Pty Ltd, the new facility fee would be for plain films and CTs and for ultrasounds.

The percentage of the MBS Scheduled Fee offered by X-Ray and Imaging Pty Ltd for Part 1 ranges from % to % depending on the modality, when the report is requested and the timeframe required for the report.

Previous

Nil

Significant Issues

Nil

Recommendation

Recommend that a Contract be entered into with X-Ray and Imaging Pty Ltd for the Provision of Radiology Services for Townsville Health Service District for an initial period two (2) years with the option to extend for three (3) further periods of up to twelve (12) months each.

ESTIMATED VALUE - \$1,404,775

Prepared by: *[Signature]*

s.47(3)(b) - Contrary

Sharon Benson
A/Assistant Manager HTPU
29/04/2010

Checked by:

s.47(3)(b) - Contrary to pu

Dean Schiplock
A/Principal Projects Officer
29/04/2010

DECISION:

Approved

John Lee
Director Procurement Contract Management
Health Services Purchasing and Logistics
/05/2010

s.47(3)(b) - Co

RELEASED
RTI

5

(A) BUSINESS DAYS DURING NORMAL WORKING HOURS	X-Ray and Imaging Pty Ltd			
	Urgent	Priority	Intermediate	Routine
Group 11 - Ultrasound				
Group 13 - Diagnostic Radiography - Subgroups 1 - 6 Plain Films				
(B) BUSINESS DAYS OUTSIDE NORMAL WORKING HOURS				
Group 12 - Computerised Tomography				
TOTAL	\$	702,387.50		

s.73 - irrelevant material - relates to unsuccessful offerer's

s.47(3)(b) - Contrary to public interest

Maximum Qty

RTI RELEASE

s.73 - irrelevant material - relates to unsuccessful offerer's

(A) BUSINESS DAYS DURING NORMAL WORKING HOURS	X-Ray and Imaging Pty Ltd		
	Urgent	Priority	Intermediate
Group 11 - Ultrasound	s.47(3)(b) - Contrary to public		
Group 13 - Diagnostic Radiography - Subgroups 1-6 Plain Films			
(B) BUSINESS DAYS OUTSIDE NORMAL WORKING HOURS			
Group 12 - Computerised Tomography			
TOTAL	\$	223,717.00	

Minimum Qty

RTI RELEASE

s.73 - irrelevant material - relates to unsuccessful offerer's

X-Ray and Imaging Pty Ltd				
	Urgent	Priority	Intermediate	Routine
(A) BUSINESS DAYS DURING NORMAL WORKING HOURS				
Group 11 - Ultrasound	s.47(3)(b) - Contrary to public int			
Subgroup 1 - General				
Subgroup 2 - Cardiac				
Subgroup 3 - Vascular				
Subgroup 4 - Urological				
Subgroup 5 - Obs & Gynae				
Subgroup 6 - Musculoskeletal				
Group 12 - Computerised Tomography				
Group 13 - Diagnostic Radiography - Subgroups 1 -				
(B) BUSINESS DAYS OUTSIDE NORMAL WORKING HOURS				
Group 11 - Ultrasound	s.47(3)(b) - Contrary to public int			
Subgroup 1 - General				
Subgroup 2 - Cardiac				
Subgroup 3 - Vascular				
Subgroup 4 - Urological				
Subgroup 5 - Obs & Gynae				
Subgroup 6 - Musculoskeletal				
Group 12 - Computerised Tomography				
Group 13 - Diagnostic Radiography - Subgroups 1 -				
(C) DURING WEEKENDS AND PUBLIC HOLIDAYS				
Group 11 - Ultrasound	s.47(3)(b) - Contrary to public int			
Subgroup 1 - General				
Subgroup 2 - Cardiac				
Subgroup 3 - Vascular				
Subgroup 4 - Urological				
Subgroup 5 - Obs & Gynae				
Subgroup 6 - Musculoskeletal				
Group 12 - Computerised Tomography				
Group 13 - Diagnostic Radiography - Subgroups 1 -				

RTI RELEASE

RTI



**Queensland
Government**
Queensland Health

REQUEST FOR OFFER

HEALTH SERVICES PURCHASING AND LOGISTICS

OFFER NO PL513/1/1

PROVISION OF RADIOLOGY SERVICES FOR TOWNSVILLE
HEALTH SERVICE DISTRICT

ON ACCOUNT OF QUEENSLAND HEALTH

CLOSING AT 11.00AM ON 18 DECEMBER 2009

Enquiries: Sharon Benson

Telephone: 07 3006 2922

TABLE OF CONTENTS

PART A – CONDITIONS OF OFFER	1
1. DEFINITIONS AND INTERPRETATIONS.....	1
2. COMPLIANCE WITH THE REQUEST FOR OFFER	3
3. OFFER VALIDITY PERIOD.....	3
4. FORMAT OF OFFERS	4
5. ESSENTIAL INFORMATION.....	4
6. LANGUAGE.....	5
7. OFFERERS RESPONSIBILITIES.....	5
8. LODGEMENT OF OFFERS.....	6
9. NON-CONFORMING OFFERS.....	6
10. ALTERNATIVE SERVICES.....	6
11. CONFIDENTIAL INFORMATION.....	6
12. PREVIOUS DISCUSSIONS/UNDERTAKINGS.....	7
13. COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS.....	7
14. INSURANCES.....	7
15. PRICES OFFERED.....	7
16. COMPETITIVE NEUTRALITY.....	8
17. DELIVERY.....	8
18. OPENING OF OFFERS.....	8
19. REQUEST FOR OFFER PROCESS.....	8
20. POST OFFER NEGOTIATIONS OR OTHER FORM OF COMMUNICATION.....	8
21. EVALUATION OF OFFERS.....	9
22. INSPECTION OF OFFERER'S PREMISES.....	9
23. REFERENCE REPORTS.....	9
24. COMMISSIONS, INCENTIVES, COLLUSION AND CONFLICTS OF INTEREST.....	9
25. ACCEPTANCE AND/OR REJECTION.....	9
26. SUCCESSFUL OFFERER.....	10
27. ADVICE TO UNSUCCESSFUL OFFERERS.....	10
28. DECISION AND DEBRIEFING.....	10
29. NO ADVERTISEMENT.....	10
30. GOVERNING LAW.....	10
31. RIGHT TO INFORMATION.....	10
PART B – SPECIFICATION	12
1. SCOPE.....	12
2. DEFINITIONS.....	12
3. SERVICES REQUIRED.....	12
4. PRICING/FEES.....	12
5. ENVIRONMENT AND WORKFLOW.....	12
6. WORKLOAD DATA.....	16
7. QUALITY ASSURANCE.....	16
8. EVALUATION OF OFFERS.....	16
9. OFFER SUBMISSION.....	17
PART C – CONDITIONS OF CONTRACT.....	18
1. INTERPRETATION.....	19
2. TERM.....	25
3. SERVICES.....	25
4. APPROVED RADIOLOGISTS.....	26
5. ACCESS TO HOSPITAL.....	30
6. MEDICAL IMAGING EQUIPMENT.....	30
7. PAYMENT AND ACCOUNTING.....	31
8. COOPERATION AND REPORTING.....	33
9. CONFIDENTIALITY.....	33
10. INDEMNITY.....	37
11. INSURANCE.....	38
12. FORCE MAJEURE.....	39

13. DISPUTE RESOLUTION..... 39

14. TERMINATION..... 40

15. GST..... 42

16. NOTICES..... 42

17. KEY PERFORMANCE INDICATORS..... 43

18. GENERAL..... 44

PART D – ADDITIONAL CONDITIONS 48

SCHEDULE 1 48

 AGREEMENT DETAILS 48

SCHEDULE 2 49

 PART 1 – REPORTING SERVICES 49

 PART 2 – OFF-SITE IMAGING SERVICES 51

 PART 3 – ON-SITE IMAGING SERVICES 52

 PART 4 – RADIOLOGIST SERVICES 53

SCHEDULE 3 54

 SERVICE FEES..... 54

SCHEDULE 4 55

 KEY PERFORMANCE INDICATORS 55

PART E – OFFER SUBMISSION..... 56

RESPONSE TO OFFER FORM..... 56

SCHEDULE OF DEPARTURES..... 58

SCHEDULE OF AGREEMENT DETAILS 59

SCHEDULE OF PRICES – PART 1 REPORTING SERVICES..... 61

 (A) BUSINESS DAYS DURING NORMAL WORKING HOURS..... 61

 (B) BUSINESS DAYS OUTSIDE NORMAL WORKING HOURS..... 62

 (C) DURING WEEKENDS AND PUBLIC HOLIDAYS..... 63

SCHEDULE OF PARTICULARS 64

REFERENCE SITES..... 67

CONFIRMATION OF INSURANCES..... 69

DECLARATION OF INTEREST AND POSSIBLE INFLUENCES..... 71

STATEMENT OF COMPETITIVE NEUTRALITY..... 72

CHECK LIST 73

REFUSED

RTI

PART A – CONDITIONS OF OFFER

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In these Conditions of Offer, unless the context otherwise requires, the following definitions will apply:

“**Business Day**” means between 9.00am and 5.00pm on a weekday other than a Saturday, Sunday or public holiday at the relevant Queensland Health address;

“**Closing Date**” means the time and date specified in the Request for Offer, by which Offers must be submitted by the Offerer and received by Queensland Health;

“**Conditions of Contract**” means the terms and Conditions of Contract as specified in **Part C**;

“**Conditions of Offer**” means these terms and conditions, any additional terms and conditions as specified elsewhere in the Request for Offer, which regulate the relationship between the Parties during the Offer process;

“**Confidential Information**” means the information disclosed by Queensland Health to the Offerer as stated in **clause 11** of this **Part A**;

“**Conflict of Interest**” includes engaging in any activity, or having any interest which conflicts or may conflict with the ability of the Offerer to submit an offer in good faith and objectively;

“**Contact Officer**” means the person nominated by Queensland Health as specified in the Response Forms, to be the sole point of contact for this Offer Process, or other person nominated from time to time by Queensland Health as the Contact Officer;

“**Contract**” means a legally binding contract or contracts which substantially incorporate the Conditions of Contract and Additional Conditions and as may be agreed between Queensland Health and the successful Offerer for the provision of the Services;

“**Deliverable**” means the Services to be supplied to Queensland Health by the Supplier in accordance with the Contract;

“**Delivery Date**” means the date on or by which the Services will be performed as specified in the Response Form, by the Supplier to Queensland Health;

“**Delivery Period**” means the period in which the Services will be performed as specified in the Response Form, by the Supplier to Queensland Health;

“**Evaluation Process and Criteria**” means those specified in **Part B** of this Request for Offer which states the process and criteria by which Queensland Health will evaluate Offers;

“**GST**” means a goods and services tax imposed by or through the GST Legislation;

“**GST Amount**” means the amount of GST payable in respect of any taxable supply under this Contract, calculated at the rate of GST applicable at the time;

“**GST Legislation**” means A New Tax System (Goods and Services Tax) Act 1999 and any related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts;

“**Offer**” means an offer submitted by an offerer in response to this Request for Offer, including subsequent modifications;

“**Offer Process**” means the process of inviting Offers for the provision of the Services, the Offerer’s preparation and submission of an offer, communication between the Parties in relation to the Request for Offer and/or Offer and the subsequent evaluation of Offers;

“**Offerer**” means the entity specified in the Response Form who submits an offer and in the case of a joint Offer includes each Offerer.

“**Part**” means a part so named and referred to as such in this Request for Offer;

“**Parties**” means Queensland Health or the Offerer or both as the context dictates;

“**Price**” means the itemised price or schedule of fees payable by Queensland Health for a service, as specified in the Response Form, in Australian dollars and unless otherwise specified in the Response Forms is inclusive of GST and all other duties, taxes and charges;

“**Request for Offer**” or “**Request**” means the documentation issued by Queensland Health, as specified in **clause 1.2.4**;

“**Request for Offer Details**” means the key requirements relating to submitting an offer, which is contained within **Part A** of the Request for Offer.

“**Response**” means that part of an offer submitted by an offerer in response to the Request for Offer;

“**Response Form**” means the forms contained within **Part E – Offer Submission** of the Request for Offer which the Offerer must complete and submit as part of its Response, which sets out certain required information and identifies the Offerer’s departures from the Request for Offer (if any);

“**Schedules**” means the schedules which are part of the Contract and includes the schedules in **Part D**;

“**Services**” means the services as specified in the Specifications (if applicable) and any amendment to same as agreed by the Parties;

“**Specification**” means the detailed description of Queensland Health’s requirements which are contained within the Request for Offer, specifying the nature of the Services for which Offers are sought;

“**Supplier**” means the entity specified in the Response Form, from whom the services will be procured under a contract if the offerer is successful.

1.2 Interpretations

- (a) In these Conditions of Offer, the index and clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of these Conditions of Offer.
- (b) The following rules shall apply in interpreting these Conditions of Offer, except where the context makes it clear that a rule is not intended to apply:
 - (i) words importing a gender include the other gender;
 - (ii) words in the singular include the plural and vice versa;
 - (iii) all dollar amounts refer to Australian currency;
 - (iv) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
 - (v) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;

- (vi) a party includes its executors, administrators, liquidators, successors and permitted assigns;
 - (vii) “consent” means prior written consent;
 - (viii) “in writing” means either by letter, email or facsimile;
 - (ix) a clause, Response Form, Schedule, attachment or annexure is a reference to a clause, Response Form, Schedule, attachment or annexure to these Conditions of Offer;
 - (x) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Parties agree otherwise;
 - (xi) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
 - (xii) a clause is a reference to all of its sub-clauses; and
 - (xiii) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.
- (c) If the Offerer comprises two or more persons then their Offer will bind them jointly and each of them severally.
- (d) The Request for Offer comprises the following documents:
- (i) Part A – Conditions of Offer;
 - (ii) Part B – Specification;
 - (iii) Part C – Conditions of Contract;
 - (iv) Part D – Additional Conditions; and
 - (v) Part E – Offer Submission.

2. COMPLIANCE WITH THE REQUEST FOR OFFER

- 2.1 Each Offerer must ensure that its Offer complies with the terms and conditions contained within this Request for Offer.
- 2.2 Each Offerer must respond to every requirement/question in the Response Forms and submit these as part of their Offer.
- 2.3 The Offerer must specify in the Response Form any departures from the Conditions of Offer, Specifications and/or Conditions of Contract as set out in the Request for Offer which will form part of its Offer.
- 2.4 Departures which are not specified in the Response Form will not be accepted or considered by Queensland Health.

3. OFFER VALIDITY PERIOD

- 3.1 Offers must remain valid and open:
- (a) for the minimum period of six (6) months after the Offer Closing Time, unless otherwise agreed in writing between Queensland Health and the Offerer; or

- (b) until Queensland Health advises the Offerer in writing that it has been unsuccessful, whichever occurs first.

4. FORMAT OF OFFERS

4.1 Each Offerer must ensure that:

- (a) it completes the Response Forms;
- (b) its Offer bears the name of the Offerer on each page; and
- (c) its Offer is executed in a manner so as to bind the Offerer (or, in the case of joint offers, each Offerer).

4.2 Where the Offerer is required to submit its Offer in a 'hard copy' format, the Offerer must ensure that:

- (a) the original Offer is signed and marked 'Original';
- (b) all copies of the Offer are each marked 'Copy Only';
- (c) all copies submitted are true copies of the original Offer in all respects. In the event that there is any discrepancy between an original and a copy Offer, the 'Original' will be deemed to be the operative document; and
- (d) any alteration in the Offer is initialled by the Offerer.

5. ESSENTIAL INFORMATION

5.1 Every Offerer must include in its Offer the following information in the Response Forms:

- (a) in the case of an offer by an individual - the Offerer's full name (including given names and surname) and address;
- (b) in the case of an offer by a company
 - (i) the full name of the company;
 - (ii) the address of the registered office of the company;
 - (iii) the Australian Company Number (ACN); and
 - (iv) the name and company title of the person signing the Offer on behalf of the company;
- (c) in the case of a trust - the full name (including given names and surname) and address of each trustee of the trust;
- (d) in the case of an offer by a public sector agency -
 - (i) the full name and address of the agency; and
 - (ii) the name and title of the person signing the Offer on behalf of the agency;
- (e) where an offerer trades under a business name:
 - (i) the full business name;
 - (ii) address of every proprietor trading under that business name; and
 - (iii) the address of the principal place of business;
- (f) in the case of joint Offerers (including partnerships), the information detailed in paragraphs (a) to (e) for each Offerer;

- (g) if the Offerer proposes to sub-contract the provision of any part of the Services – the information detailed in paragraphs (a) to (e) for each sub-contractor together with full details of the sub-contractor's relevant experience or expertise; and
- (h) the active Australian Business Number (ABN) of the Offerer/s (if applicable).

5.2 It is not a requirement under these Conditions of Offer that Offerers possess an Australian Business Number (ABN) at the time of submitting an offer. However, Offerers that do not quote an ABN when submitting an offer will be required to:

- (a) submit a 'Statement by a supplier – Reason for not quoting an Australian Business Number (ABN) to an enterprise' form to Queensland Health with their Offer; or
- (b) provide evidence of their ABN before any Contract can be entered into with Queensland Health.

5.3 Offerers should seek advice from the Australian Taxation Office (www.ato.gov.au) as to their eligibility to sign the 'Statement by a supplier – Reason for not quoting an Australian Business Number (ABN) to an enterprise' form.

6. LANGUAGE

6.1 Each Offer must be written in the English language.

7. OFFERERS RESPONSIBILITIES

7.1 It is the responsibility of each Offerer to:

- (a) read and familiarise itself with the contents of the Request for Offer;
- (b) satisfy itself as to local conditions and facilities that may impact on the Offerer's ability to offer or to supply the Services or comply with other specified requirements;
- (c) carry out its own investigation as to the feasibility of its Offer and to rely on that investigation; and
- (d) pay its own costs of investigating, preparing and lodging an offer and obtaining any other Government Approvals or requirements as stated in this Request for Offer.

7.2 Any party expending money, making commitments or incurring liabilities on the basis of responding to this Request for Offer or in relation to any matter contained in this Request for Offer, does so at its own risk and expense.

7.3 If an offerer requires information or clarification of any part of the Request for Offer:

- (a) the Offerer must direct its enquiries to the Contact Officer nominated on the Response Form;
- (b) Queensland Health will not be bound by any information or clarification provided orally in respect of the Request for Offer, but only by advice or information provided in writing to Offerers; and
- (c) if, after seeking clarification from the Contact Officer, the Offerer still has any doubt as to the meaning of any part of the Request for Offer, the Offerer must include in its Offer a statement identifying the uncertainty and stipulate the interpretation upon which the Offer is based.

7.4 An offerer may not claim from Queensland Health any expenses or an extension of time to make an offer on the grounds that insufficient or ambiguous information was given in the Request for Offer.

7.5 Queensland Health reserves the right to change the Specifications or any part of the Request for Offer prior to the Offer Closing Time. If the Request for Offer has been obtained via the Internet, it is the responsibility of each Offerer to regularly check the Internet site for any changes to the Request for Offer prior to the Offer

Closing Time. Queensland Health accepts no responsibility for Offerers not being aware of any changes to the Request for Offer.

8. LODGEMENT OF OFFERS

8.1 The Offer and any attachments shall be supplied in the number of copies and submitted in the format specified in **Part B**, enclosed in a sealed envelope prominently endorsed with the word “CONFIDENTIAL” and the OFFER NUMBER, addressed to and lodged as follows:

8.1.1 by hand to the Offer Box located at the Street Address stated in the Response to Offer Form, Part E of the Request for Offer;

8.1.2 by mail to the Postal Address stated in the Response to Offer Form, Part E of the Request for Offer.

8.2 An offerer may submit one or more Offers to this Request for Offer. Part offers, being Offers that only address part of the Request for Offer, may be considered by Queensland Health at its absolute discretion.

8.3 The Offerer must ensure that its Offer is received by Queensland Health by the Closing Date as specified on the Response Form.

8.4 Lodgement of an offer in the manner specified in the Request for Offer will constitute an offer by the Offerer to supply the Services on the terms of the Request for Offer and at the price stated in the Offer.

8.5 Unless otherwise specified in **Part B**, Offers sent or transmitted to Queensland Health by email and/or facsimile will **not** be considered.

8.6 Unless otherwise specified in this Request for Offer, Queensland Health will retain all documents and any samples (if applicable) submitted in response to this Request for Offer.

8.7 To enable lodgement of the Offer prior to the Offer Closing Time, Offerers are required to have their Offers posted in sufficient time (ie. delivered to Australia Post Brisbane GPO at least the day before the date of closing). It is recommended Offerers obtain some form of receipt of the date and time their Offer is posted.

9. NON-CONFORMING OFFERS

9.1 Failure to comply with all or any of the requirements of the Request for Offer may result in an offer being considered non-conforming. Queensland Health may for any reason decline to consider any non-conforming Offers.

10. ALTERNATIVE SERVICES

10.1 Offerers may submit an:

- (a) alternative Offer; and/or
- (b) alternative technical and innovative solution.

10.2 The Offerer must include details of the benefits to Queensland Health of the alternative Offer and/or solution.

10.3 Pursuant to **clause 25** Queensland Health reserves the right to accept an offer which Queensland Health considers the best solution for its requirements.

11. CONFIDENTIAL INFORMATION

11.1 Any matters disclosed by Queensland Health to the Offerer in the course of discussion and negotiations between the parties are confidential. The Offerer or potential Offerer (including an entity who obtains any

such information but does not submit an offer), must ensure that it and its officers, employees, agents and sub-contractors who are in possession of that information keep that information confidential.

- 11.2 If requested by Queensland Health, the Offerer or potential Offerer must complete a confidentiality undertaking, in a form acceptable to or provided by Queensland Health, from itself and/or from each of its officers, employees, agents and sub-contractors who receive the information.

12. PREVIOUS DISCUSSIONS/UNDERTAKINGS

- 12.1 On the release of this Request for Offer, any previous undertakings, representations, promises, documents or conditions in respect of the subject matter of this Request for Offer shall not be binding on Queensland Health.

13. COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS

- 13.1 All Services offered by the Offerer, unless otherwise specified, shall comply with all applicable:

- (a) statutory requirements; and
- (b) Government code, policy or guideline and any current Australian/New Zealand Standard, and where an Australian/New Zealand Standard does not exist, the relevant and current International Standard (ISO) shall apply including all standards and requirements as stated in this Request for Offer.

14. INSURANCES

- 14.1 In submitting its Offer, the Offerer must provide acceptable evidence of the following insurance policies which are to be maintained at the Offerer's expense:

- (a) workers compensation insurance in accordance with applicable legislation for the Offerer's employees;
- (b) public liability insurance in accordance with the Contract requirements;
- (c) professional indemnity insurance in accordance with the Contract requirements; and
- (d) any other insurances, as specified in the Response Forms and Contract.

- 14.2 If, at the time of submitting its Offer, the Offerer does not have the requested insurance cover or to the specified values, the Offerer must indicate in its Offer its willingness to effect such insurances at its own expense and provide acceptable evidence before Queensland Health can finalise its evaluation of the Offer.

- 14.3 If, at the time of submitting its Offer, the Offerer is a member of a scheme approved under the Professional Standards Act, the Offerer must notify Queensland Health as required under that Act.

- 14.4 Subject to **clause 14.5**, the Offerer must provide in its Offer a Certificate of Currency or other evidence satisfactory to Queensland Health, for each insurance policy. If the Offerer is not identified as the insured on the policy, the Certificate of Currency or other evidence satisfactory to Queensland Health, the Offerer must clearly identify the relationship of the insured to the Offerer and how the Offerer is covered by the policy.

- 14.5 A letter certifying currency for the Workers Compensation policy is acceptable.

- 14.6 Renewal notices, invoices or account statements are not acceptable documentation, for the purpose of **clauses 14.4 and/or 14.5**.

15. PRICES OFFERED

- 15.1 Prices specified in the Offer must:

- (a) be in Australian currency;
- (b) indicate GST exclusive and GST inclusive pricing and if applicable, any other government taxes or duty (e.g. import duty, etc);
- (c) include the costs of suitable packaging, delivery and installation, unless otherwise specified in the Request for Offer; and
- (d) if subject to fluctuation, include particulars of the price fluctuation formula and all variables, including the timing of the fluctuation.

15.2 The Offerer must ensure that the Offer clearly states any trade, settlement and/or early payment discounts from the Prices offered.

15.3 Queensland Health reserves the right not to accept an offer which requires payment in advance for the Services.

16. COMPETITIVE NEUTRALITY

16.1 Offers submitted by a government owned business, a local government, or a State or Commonwealth agency or authority, must be priced to comply with the competitive neutrality principles of the Offerer's respective jurisdiction.

17. DELIVERY

17.1 The Offerer must state in the Response Forms, the Delivery Period as applicable, for the Goods and/or Services in the event that the Offer is accepted by Queensland Health.

18. OPENING OF OFFERS

18.1 Offers will not be opened publicly, unless otherwise specified in the Response Forms.

19. REQUEST FOR OFFER PROCESS

19.1 The conduct of the Offer Process does not give rise to any legal or equitable relationship.

19.2 Queensland Health may cancel or vary the Offer Process at any time, whether before, on or after the Offer Closing Time.

19.3 No Offerer shall be entitled to claim compensation or loss from Queensland Health for any matter arising out of the Offer Process, including but not limited to any failure by Queensland Health to comply with the Conditions of Offer.

20. POST OFFER NEGOTIATIONS OR OTHER FORM OF COMMUNICATION

20.1 Queensland Health reserves the right to enter into post offer negotiations with one or more Offerers.

20.2 Queensland Health may interview an offerer in relation to its Offer. The Offerer should be represented at the interview by personnel who are authorised to make decisions on behalf of the Offerer and who are conversant with all technical, financial and contractual details of the Offer, as applicable.

20.3 Queensland Health may seek further information from the Offerer in writing (e.g. letter, email or facsimile). Any information provided by or on behalf of the Offerer verbally must promptly be confirmed in writing if so required by Queensland Health.

20.4 Any amendment to the Offer occurring as a result of post offer negotiations or as a result of a request for further information or clarification between the Parties, which is documented in writing, will form part of the Offer.

21. EVALUATION OF OFFERS

21.1 The evaluation process will involve an assessment of conforming Offers, and any non-conforming Offers Queensland Health may choose to consider, against the Evaluation Process and Criteria.

21.2 Queensland Health may consider innovative solutions to meet the Specification requirements.

21.3 Queensland Health reserves the right to short list Offerers during the evaluation process using the evaluation criteria as specified in the Evaluation Process and Criteria.

21.4 Irrespective of whether it is stipulated in the Evaluation Process and Criteria, the evaluation process may also involve, but is not limited to, discussions with Offerers, reference checks, financial checks, site visits and presentations from some or all Offerers.

22. INSPECTION OF OFFERER'S PREMISES

22.1 During the Offer Process, Queensland Health may wish to conduct a site inspection of the Offerer's facilities to ensure that the premises meet the requirements described in the Specifications. Any inspection by Queensland Health under this clause does not operate as a representation or warranty by Queensland Health that the premises meet the requirements described in the Specifications or relieved the successful Offerer of its obligations to ensure the premises meet the requirements described in the Specifications.

23. REFERENCE REPORTS

23.1 Offerers are required to provide details of major corporate and/or Government clients of the Offerer including contact names, telephone number and positions held as specified in the Response Form. Queensland Health reserves the right to contact these clients during the evaluation process to obtain independent comment on the Offerer's previous performance.

24. COMMISSIONS, INCENTIVES, COLLUSION AND CONFLICTS OF INTEREST

24.1 An offerer and/or its representatives must not give or offer to Queensland Health or any officer or employee of Queensland Health, or to a parent, spouse, child or associate of an officer or employee, any inducement, gift or reward, which could in any way tend to influence Queensland Health's actions in relation to an offer.

24.2 If Queensland Health discovers at any time that an offerer breached **clause 24.1**, Queensland Health may not consider that Offer.

24.3 The Offerer warrants that the Offer is in all respect an independent Offer and that no collusion has taken place between the Offerer and any other Offerer, potential Offerer or interested party in the preparation of the whole or any part of the Offer.

24.4 The Offerer warrants that to the best of its knowledge, as at the date of the Offer neither the Offerer nor any of its officers or employees have, or are likely to have, any Conflict of Interest in any matters connected with the Offer Process.

24.5 If a Conflict of Interest or risk of Conflict of Interest arises during the Offer Process, the Offerer must immediately give written notice of the Conflict of Interest, or the risk of it to the Contact Officer.

25. ACCEPTANCE AND/OR REJECTION

25.1 Queensland Health reserves the right to:

- (a) accept one Offer, or more than one Offer, for the whole of its requirements;
- (b) accept separate Offers for any portion of its requirements;
- (c) accept one Offer, or more than one Offer, for any portion of its requirements;
- (d) accept an offer that Queensland Health considers the best solution;
- (e) not accept the lowest Offer; or
- (f) not accept any Offer.

26. SUCCESSFUL OFFERER

26.1 An offer will only be deemed to have been accepted by Queensland Health when a Contract has been signed by both Parties.

27. ADVICE TO UNSUCCESSFUL OFFERERS

7.1 Unsuccessful Offerers will be notified in writing that they have been unsuccessful.

28. DECISION AND DEBRIEFING

28.1 All Offerers, whether successful or unsuccessful may seek feedback from the Contact Officer at the completion of the Offer Process.

28.2 A feedback or debriefing session shall be an opportunity to provide a successful or unsuccessful Offerer with information that may assist the Offerer to improve any future offers submitted to Queensland Health. The feedback or debriefing session is not an opportunity to discuss the outcome of the Evaluation Process nor the relative merits of any other Offer submitted.

28.3 Queensland Health will not enter into any correspondence or discussions, about its selection decision(s).

29. NO ADVERTISEMENT

29.1 The successful Offerer will not make any public announcement or advertisement in any medium in relation to the Offer Process without the prior written approval of Queensland Health.

30. GOVERNING LAW

30.1 Any Offer submitted response to this Request for Offer shall be governed by and construed in accordance with the laws of Queensland and the Parties submit to the non-exclusive jurisdiction of the courts of Queensland.

31. RIGHT TO INFORMATION

31.1 The *Right to Information Act 2009* (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.

31.2 The RTI Act contains clear statements of intent regarding a pro-disclosure bias for information held by Queensland government. If a person applies to Queensland Health, under the RTI Act, for access to a particular offer document, Queensland Health is required to grant access, unless the document is exempt, or on balance, disclosure is contrary to the public interest.

31.3 Information contained in an Offer is potentially subject to disclosure to third parties under the RTI Act.

31.4 If disclosure under the RTI Act, and/or general disclosure of its Offer or part thereof, would be of concern to an Offerer, because it would disclose information of a confidential nature, this should be indicated in the

Offerer's response, together with details of the particular information to which such concern relates. However, Queensland Health can give no guarantee that the information will be protected from disclosure under the RTI Act. Where it is considered that the RTI Act requires disclosure of information that has been designated by an Offerer as confidential, that information will not be disclosed until the Offerer has been consulted in accordance with the RTI Act, and the review rights available to the Offerer under the RTI Act are exercised or waived.

RTI
RELEASED

PART B – SPECIFICATION

1. SCOPE

1.1 The Provision of Radiology Services are required for the Townsville Health Service District.

The Townsville Hospital has staff Radiologists and only requires reporting services to supplement its workload capability.

1.2 The Townsville Hospital (TTH) incorporates the Townsville General Hospital and Kirwan Hospital for Women. It offers world class health care services in a state-of-the-art health care facility. It is the largest hospital in provincial Australia and supports the local community as well as people in the north to Thursday Island and Papua New Guinea, west to Mount Isa and south to Sarina.

This hospital of 460 beds is the major tertiary referral hospital of the Northern Zone and has been designed to cater for continuing developments in medical technology and patient care. It is the major teaching hospital of the James Cook University School of Medicine and is closely affiliated with the University of Queensland and James Cook University. The Rural Health Training Unit also has a close association with the hospital and a number of rural skills posts are available.

http://www.health.qld.gov.au/maps/images/DHS_Map.pdf

2. DEFINITIONS

2.1 Any definitions used in this Part shall have the same meaning as definitions used in Parts A and C.

2.2 The Initial Period will be two (2) years.

2.3 A reference to a category, group, sub-group or Item No is a reference to the MBS equivalent term as structured under the MBS.

3. SERVICES REQUIRED

3.1 Reporting Services as per Schedule 2, Part 1 in Part D – Additional Conditions.

4. PRICING/FEES

4.1 Reporting Services

- (a) Pricing shall be offered on the basis of a percentage of the MBS Scheduled Fee which is current at the time of the study. Prices may be submitted on the basis of up to or more than 100% of the MBS Scheduled Fee.
- (b) Percentage of the MBS Scheduled Fee offered may vary for each Group or Sub-Group.
- (c) Percentage of the MBS Scheduled Fee offered shall be the same for each examination within a Group or Sub-Group as detailed in, clause 1.1 of Part 1 – Reporting Services in Schedule 2.
- (d) Percentage of the MBS Schedule Fee offered may vary for each of the four (4) timeframes specified in clause 1.3 of Part 1 – Reporting Services in Schedule 2, in accordance with (b) and (c) above.

5. ENVIRONMENT AND WORKFLOW

5.1 Current Medical Imaging –Workflow for external reporting to QRIS

QH has developed a comprehensive interface specification for reports inbound to QRIS according to the summary workflows described below. Offerers can access the detailed specification upon request.

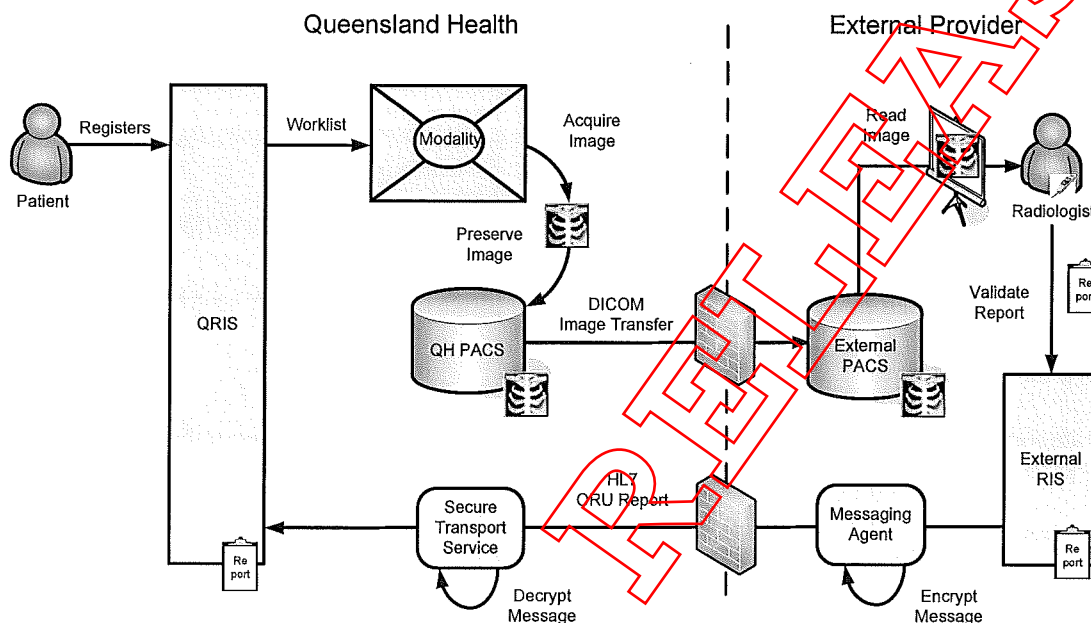
Clinical Workflow for External Reporting

Imaging studies will be registered in the QH Radiology Information System (QRIS), acquired in QH facilities using QH modalities and stored to a QH PACS.

Studies for external reporting will be transferred to the external suppliers' image management system using DICOM send mechanisms.

The external supplier will report the study and format the report into an HL7 message and transmit this message to QRIS according to the secure transport mechanisms and QH security policies described below.

Information Flow



A patient is registered at a QH facility and is scheduled for an examination in QRIS. The DICOM images will be acquired using a QH modality and preserved to a QH PACS.

The DICOM images will then be transferred through the QH firewall to the external supplier's Image Management System. The images will be read and a clinical radiology report produced. The report produced will be formatted into an HL7 ORU message that will be transmitted to QRIS.

The HL7 transmission to QRIS will use the services of a Messaging Agent to transmit the HL7 ORU message to the QH domain. The message agent signs and encrypts the ORU message before transmitting through a firewall to the QH Secure Transport Service (STS).

Once the integration pathway between the STS and the messaging agent has been established and configured securely, it is the responsibility of the messaging agent to securely transmit the ORU message to STS. The STS is responsible for facilitating transmission to QH systems. Upon receipt of the HL7 ORU message, the STS will also produce and send an HL7 acknowledgement message to the messaging agent.

The STS decrypts the message and makes it available to QRIS. Once the ORU message is provided to QRIS in the correct format, QRIS will attempt to process the message according to specified business rules.

An HL7 application level acknowledgement is possible if required. The application acknowledgement could be sent to the original external supplier via STS and the Messaging Agent. The application acknowledgement could also transport any exception messages back to the external provider.

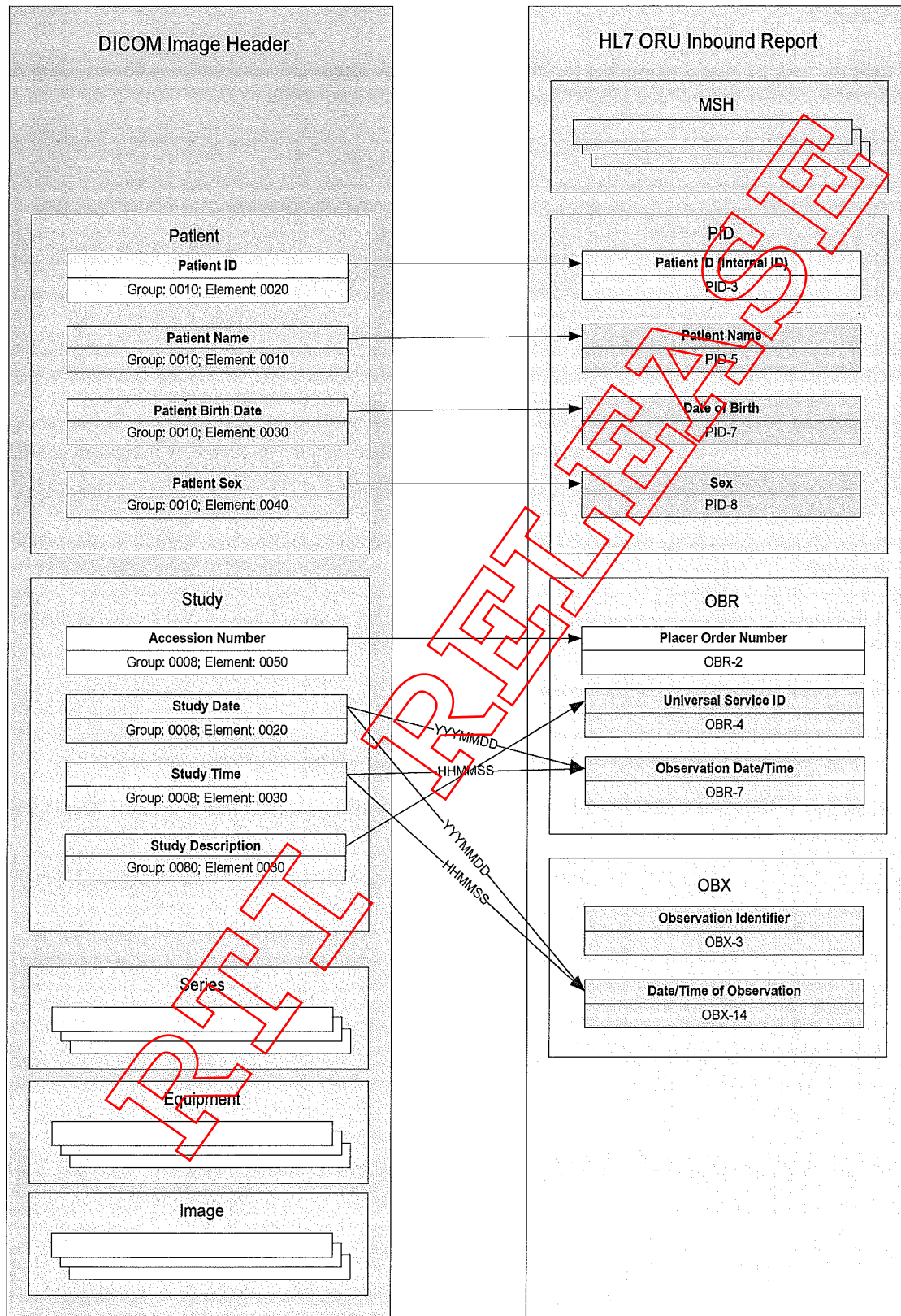
Acceptance Policies

All ORU inbound results made available to QRIS will be processed. However, the following key policies must be adhered to ensure acceptance of ORU examination results into QRIS

Policy #	Policy Description
1	The HL7 ORU message must conform to the QH HL7 ORU interface specification
2	The ORU report must reference an existing patient. Patient details (referenced by the QH local UR) must exist in QRIS. QRIS will not be creating patient records from ORU messages.
3	Details of the report author responsible for the report in the ORU message (OBR-32) must exist in QRIS.
4	The local patient UR number and Study ID must be extracted from the DICOM image header or in the HL7 ORM message and presented in PID-3 and OBR-3 fields, respectively, of the ORU message
5	Patient ID (PID-3) in the ORU inbound report will be matched with the local (QH) UR Number in QRIS
6	Placer Order Number (OBR-2) in the ORU inbound report will be matched with the Study ID in QRIS.
7	Only a single report per HL7 message will be supported. A single report for one or more examination(s) is supported.
8	Only Final and Corrected (Amended) Results will be accepted : OBR-25 and OBX-11 = "F" or OBR-25 and OBX-11 = "C"
9	Only Production messages will be accepted. MSH-11.1 = "P"
10	Whilst RTF reports can be supported through the ORU interface message specification, a business decision has been made that RTF reports will not be accepted until all implications have been considered. Therefore, reports with OBX-2 = "ED" or OBX-2 = "RP" will be rejected. Only Formatted Text reports will be accepted. (OBX-2 = "FT")

DICOM – HL7 Field Mapping

The diagram below highlights the key field mappings between the sent DICOM image header and the HL7 ORU inbound report. The fields in yellow indicate the fields that will be used to unique identify the patient and associated exam in QRIS.



6. WORKLOAD DATA

6.1 Reporting Services:

Reporting	Estimated number of studies to be reported annually	Time for performance of Reporting Services						
		Urgent (30mins)		Priority (4 hours)		Intermediate (24 hours)		Routine (3 business days)
		% during business hrs	% outside business hrs	% during business hrs	% outside business hrs	% during business hrs	% outside business hrs	% during business hrs
Group 11 - Ultrasound	500 to 3,000					100		
Group 12 - Computerised Tomography	200 to 800		50	0	50			
Group 13 - Diagnostic Radiography	X-Ray 15,000 to 40,000					100		

QUALITY ASSURANCE

7.1 The Offerer shall be compliant with the Accreditation Scheme for Practices providing Diagnostic Imaging Services, as required by the Australian Government Department of Health and Aging.

7.2 The Offerer shall comply with all the Accreditation requirements for Practices providing Diagnostic Imaging Services, as issued from time to time by the Australian Government Department of Health and Aging.

8. EVALUATION OF OFFERS

8.1 In evaluating Offers, regard will be given to the following criteria:-

- Offerer's compliance with the Specification, Conditions of Contract and Additional Conditions
- Offerer's ability to provide the requested services in a timely manner
- Skill's Qualifications, Accreditations and Memberships relevant to the services sought
- Offerer's ability to provide appropriately qualified staff
- Suitability of the administrative procedures and the appropriateness of invoice and accounting systems
- Comparative Costs of the requested services
- Past Performance of the Offerer from internal/external sources
- Willingness of the Offerer to work with Queensland Health to achieve the electronic transfer of images and reports to and from Queensland Health in Queensland Health's preferred format.

8.2 The criteria detailed above are not in any particular order and may not be given equal weightings. Obtaining the "Best Ultimate Value for Queensland Health", after taking the Evaluation Criteria into consideration, will be the main objective in evaluating offers.

8.3 The Queensland Government has framed its 2020 vision for Queensland around five ambitions that address current and future challenges. Targets have been set for each ambition.

Ambition
Strong - Creating a diverse economy powered by bright ideas
Green - Protecting our lifestyle and environment

Smart - Delivering world-class education and training
Healthy - Making Queenslanders Australia's healthiest people
Fair - Supporting safe and caring communities

(For further details on these ambitions please refer to the following website: - <http://www.towardq2.qld.gov.au/tomorrow/index.aspx>)

Queensland Health is committed through its purchasing to advance these Government ambitions wherever practical.

9. OFFER SUBMISSION

- 9.1 Offerers shall retain Parts A to D of the Request for Offer for future reference. Do not return these pages with your Offer.
- 9.2 Three (3) hard copies of all Offer documents shall be submitted.

RELEASED
RTI

4

△

The State of Queensland acting through the Department of Health

The person specified in item 1 of schedule 1

Radiology Services Agreement

PTI

PLEASE

Parties

The State of Queensland acting through the Department of Health ABN 66 329 169 412 of 147-163 Charlotte Street, Brisbane in the State of Queensland (Queensland Health)

The person specified in item 1 of schedule 1 (Supplier)

Background

- A Queensland Health operates the Hospital.
 - B It is the function of Queensland Health to provide, manage and deliver public sector health services and ensure that health services are of a high quality.
 - C To fulfil this function Queensland Health requires quality diagnostic imaging service to be provided in a cost effective and timely manner.
 - D Queensland Health conducted an offer process for the provision of the Services, and the Supplier is a preferred offerer.
 - E Queensland Health engages the Supplier to provide the Services required by Queensland Health according to the terms of this Agreement.
-

Agreed Terms

1. INTERPRETATION

1.1 Definitions

In this Agreement:

“ACDC” has the meaning given in **clause 13**.

“Affected Party” has the meaning given in **clause 12.1**.

“Agreement” means this agreement and any schedules and annexures to it.

“Approved MBS Categories” means the MBS item categories in **Schedule 2** associated with Radiology..

“Approved Radiologist” means initially a Radiologist specified in **item 6** of **Schedule 1**, and any additional or replacement Radiologist approved by Queensland Health from time to time pursuant to **clause 4.3**.

“Authorisation” means:

- (a) any consent, registration, filing, agreement, notarisation, certificate, licence, approval, permit, authority or exemption from, by or with a Governmental Agency; or

- (b) any consent or authorisation, regarded as given by a Governmental Agency due to the expiration of the period specified by a statute within which the Governmental Agency should have acted if it wishes to prescribe or limit anything already lodged, registered or notified under that statute.

“Best Practices” means the practices for providing the Services:

- (a) with due care and skill and administered in a timely and efficient manner and without unnecessary or unreasonable delays;
- (b) in accordance with evidence based best clinical practice;
- (c) in accordance with all relevant codes of practice and all statutory, regulatory or professional requirements or practices for the delivery of the Services (including the Radiation Safety Act 1999 (Qld) and all radiation safety standards made under it, as amended from time to time);
- (d) employing sufficient numbers of personnel who are appropriately qualified, experienced and trained to deliver the Services;
- (e) with sufficient resources, consumables and supplies to deliver the Services;
- (f) operating in a manner which is safe to workers, patients and others;
- (g) ensuring that adequate equipment is provided, prepared and maintained to deliver the Services;
- (h) with all Authorisations necessary for the provision of the Services.

“Billable” means services as determined by the healthcare facility in accordance with the Queensland Hospital Admitted Patient Data Collection (QHAPDC) Manual and Queensland Health Policy in line with Medicare Legislation and the National Healthcare Agreement. The most common example will be cases eligible for rebate from Medicare.

“Business Day” means a day which is not a Saturday, Sunday or bank or public holiday at the relevant Hospital.

“Change in Control” of the Supplier means a change in control (as defined in section 9 of the Corporations Act) of the Supplier or any holding company of the Supplier.

“Clinical Privileges” means the range and scope of clinical responsibility and duties within defined clinical fields that a medical practitioner may exercise in each Queensland Health facility where such privileges are specific to the individual.

“Commencement Date” means the date specified in **item 2 of Schedule 1**.

“Competence” means the aptitude, ability and professional suitability including clinical skills, knowledge and judgement together with communication skills, personal behaviour and professional ethics necessary to provide safe, high quality health care services.

“Confidential Information” means information of Queensland Health (irrespective of whether it has been reduced to material form) that is by its nature confidential and includes:

- (a) Personal Information held by Queensland Health;
- (b) the deliverables or any materials created by the Supplier pursuant to this Agreement;

- (c) any patient records;
- (d) information acquired by the Supplier in the course of discussions and negotiations between the parties;
- (e) business and clinical processes and procedures, policies and operational and planning documents;
- (f) all notes, calculations, memoranda, reports, documents, communications and copies of the aforesaid associated with (a) to (e) inclusive created pursuant to the Agreement or otherwise by the Supplier, its key personnel, officers, directors, employees, agents or sub-contractors;
- (g) information comprising in or relating to any IP Rights (whether registered or unregistered) of Queensland Health including information relating to any trade secrets, methodologies or know-how of the Disclosing Party;
- (h) information or material proprietary to Queensland Health;
- (i) information designated in writing as confidential by Queensland Health from time to time during the term of the Agreement;
- (j) the information the Supplier knows or ought to know it is confidential;
- (k) information imparted in confidence to the Supplier by Queensland Health;
- (l) the terms of this Agreement; and
- (m) any other information classifiable in equity as confidential information.

But, except in the case of Personal Information, does not include information:

- (n) in the public domain as at the date of this Agreement;
- (o) that is or becomes generally becomes available to the public other than as a result of a disclosure by the Supplier; or
- (p) that becomes available to the Supplier, on a non-confidential basis from a source other than Queensland Health which has represented to the Supplier that it is entitled to disclose such information.

The term "Confidential Information" extends to all forms of storage or representation of the information referred to above including, but not limited to, loose notes, diaries, memoranda, drawing, photographs, electronic storage and computer printouts and is not restricted to information which would be designated as "confidential" in equity.

"Corporations Act" means the *Corporations Act 2001* (Cth) and the *Corporations Regulations* made under it, as amended from time to time.

"Credentials" means the formal education, qualifications, training, experience, college memberships and clinical Competence of a medical practitioner providing a professional health service.

"Credentials and Clinical Privileging Committee" means the committee having the power to verify the Credentials and recommend the grant of Clinical Privilege rights for and on behalf of Queensland Health in respect of those rights to be granted to a medical practitioner performing health services at a Queensland Health facility.

“Director of Medical Imaging Services” means the on-site manager of the Medical Imaging Department at the Hospital, commonly the chief radiographer at the Hospital, (or the person acting in that position).

“Dispute” means any dispute, disagreement, claim, controversy, demand, proceeding, suit, litigation, action or cause of action under this Agreement.

“District” means the health service district under the HSA specified in **item 4 of Schedule 1**.

“District Chief Executive Officer” means the person appointed as District Chief Executive Officer of the District under the HSA (or an authorised delegate).

“Extended Period” means the period or periods specified in **item 3(a) of Schedule 1**.

“Executive Director of Medical Services” means that person appointed to or acting in the senior medical position (however described) in the District.

“Force Majeure” means any of the following:

- (a) act of God;
- (b) law, rule, regulation or order of any Governmental Agency;
- (c) act of war declared or undeclared;
- (d) accident, fire, explosion, epidemic;
- (e) public disorder;
- (f) riot, civil disturbance, insurrection, rebellion, sabotage or act of terrorists;
- (g) flood, earthquake, hail, lightning, severe weather conditions or other natural calamity; or
- (h) strike, boycott, lockout or other labour disturbance,

which:

- (i) is beyond the control of the Affected Party;
- (j) could not have been reasonably foreseen by the Affected Party; and
- (k) was not directly or indirectly caused or contributed to by the Affected Party.

“Guidelines” has the meaning given in **clause 13**.

“Governmental Agency” means any government or any semi-governmental administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

“Hospital” means the Hospital specified in **item 5 of Schedule 1**, and any other public health facilities within the District as are agreed between the parties from time to time.

“HSA” means the *Health Services Act 1991* (Qld).

“Imaging Services” means the services described as such in **Schedule 2**.

“Initial Period” means the period specified in **item 3 of Schedule 1**.

“Insolvency Event” means any of the following:

- (a) a person is or states that the person is unable to pay from the person’s own money all the person’s debts as and when they become due and payable;
- (b) a person is taken or must be presumed to be insolvent or unable to pay the person’s debts under any applicable legislation;
- (c) an application or order is made for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of a corporation;
- (d) an administrator, provisional liquidator, liquidator or person having a similar function under the laws of any relevant jurisdiction is appointed in respect of a corporation or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within seven days;
- (e) a controller is appointed in respect of any property of a corporation;
- (f) a corporation is deregistered under the Corporations Act or notice of its proposed deregistration is given to the corporation;
- (g) a distress, attachment or execution is levied or becomes enforceable against any property of a person;
- (h) a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the person’s creditors or members or a moratorium involving any of them;
- (i) a petition for the making of a sequestration order against the estate of a person is presented and the petition is not stayed, withdrawn or dismissed within seven days or a person presents a petition against himself or herself;
- (j) a person presents a declaration of intention under section 54A of the Bankruptcy Act 1966 (Cth); or
- (k) anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction occurs in respect of a person.

“IP Rights” is an abbreviation for Intellectual Property Rights and means all registered and unregistered rights in Australia and throughout the world in respect of copyright, trade or service marks, designs, inventions, patents, semiconductors or circuit layouts, trade, business or company names, indications of source of appellations of origin, trade secrets, know-how and confidential information.

“Loaned Medical Imaging Equipment” means the items of equipment (if any) specified in **item 7 of Schedule 1**, and any additional or replacement equipment which Queensland Health agrees to loan to the Supplier during the term of this Agreement.

“Loss” means any loss (including loss of profit and loss of expected profit), claim, action, liability, damage, cost, charge, expense, outgoing, payment, diminution in value or deficiency of any kind or character which a person pays, suffers or incurs or is liable for, including:

- (a) interest and other amounts payable to third parties; and
- (b) legal (on a full indemnity basis) and other expenses incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability, and all amounts paid in settlement of any claim or action.

“MBS” means the Medicare Benefits Schedule published by the Commonwealth.

“Medical Imaging Department” means that department of the Hospital, which provides Medical Imaging Services and Radiological Services.

“Medical Imaging Equipment” means any equipment used in providing Medical Imaging Services and Radiological Services.

“Medical Imaging Services” means the medical imaging, professional, technical and administrative support services provided by the Hospital.

“Medical Records” means all patient medical records created by the Supplier’s Personnel in the performance of the Services.

“Notice of Dispute” has the meaning given in **clause 13.2**.

“Personal Information” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

“Personnel” of a party means the party’s officers, employees, agents and contractors.

“Quality Standards” means the standards which:

- (a) satisfy Best Practices; and
- (b) meet clinical practice guidelines for a particular item of the Services as may be developed or nominated by Queensland Health from time to time.

“Radiological Services” means the investigatory, procedural and reporting services performed by specialist practitioners in diagnostic radiology.

“Radiologist” means any of the Supplier’s Personnel registered by the Australian Health Practitioner Agency as a specialist practitioner in diagnostic radiology.

“Radiologist Services” mean the services described as such in **Schedule 2**.

“Reporting Services” means the services described as such in **Schedule 2** and includes any pre-request and post-request consultations reasonably required by Queensland Health.

“Services” means the services described in **Schedule 2**.

“Supplier's Premises” means each of the Supplier’s premises specified in **item 9** of **Schedule 1**, and any additional or replacement premises approved by Queensland Health from time to time.

1.2 Construction

Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) “includes” means includes without limitation;

- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation

1.3 Headings

Headings do not affect the interpretation of this Agreement.

2. TERM

2.1 Initial Period

This Agreement commences on the Commencement Date and continues for the Initial Period.

2.2 Renewal

Queensland Health may at its option, extend the term of this Agreement for the Extended Period. Queensland Health must give at least ninety (90) days prior written notice of its intention to extend the term of this Agreement under this **clause 2.2**.

3. SERVICES

3.1 Appointment of Supplier

Queensland Health appoints the Supplier, and the Supplier accepts that appointment, to provide the Services during the term of this Agreement.

3.2 No exclusivity

- (a) The Supplier's appointment under this Agreement is non-exclusive and Queensland Health may perform the Services itself or acquire the same or similar services from other persons.
- (b) In the case of any Services which are only required to be performed by the Supplier upon request by Queensland Health, Queensland Health makes no representation or warranty that it will procure those Services at all or that it will procure any anticipated total value, quantity or frequency of those Services.

3.3 General service requirements

The Supplier must:

- (a) perform the Services:

- (i) in accordance with this Agreement;
 - (ii) in accordance with the Quality Standards;
 - (iii) in the manner reasonably required by Queensland Health; and
 - (iv) at the times, and within any time limits, required for the performance of the Services;
- (b) obtain and maintain all Authorisations necessary for the provision of the Services in accordance with this Agreement;
- (c) consult and cooperate regularly with the District Chief Executive Officer, the Executive Director of Medical Services and the Director of Medical Imaging Services, as required, throughout the term of this Agreement;
- (d) comply with Queensland Health's quality management policies and principles and participate in the Hospital's accreditation program; and
- (e) comply, and must ensure that its Personnel comply, with:
- (i) all applicable laws and standards; and
 - (ii) all applicable directions, policies, procedures and practices of Queensland Health from time to time.

3.4 Notice of claims or threatened claims

- (a) The Supplier must promptly notify Queensland Health of:
- (i) any actual or threatened claim by a patient against the Supplier or a Radiologist in connection with the Services; or
 - (ii) the occurrence of any incident that is likely to give rise to any claim by a patient against the Supplier or a Radiologist in connection with the Services.
- (b) A notice required by **clause 3.4(a)** must include full particulars of the actual or threatened claim or the incident that is likely to give rise to a claim.
- (c) After notifying Queensland Health in accordance with **clause 3.4(a)**, the Supplier must promptly provide Queensland Health with any additional information or documentation requested by Queensland Health in relation to the actual or threatened claim or incident.

4. APPROVED RADIOLOGISTS

4.1 Performance of Services by Approved Radiologists

Subject to **clause 4.2** the Supplier must ensure that:

- (a) the Services are only performed by Approved Radiologists; and
- (b) the number of Radiologists approved as Approved Radiologists under this Agreement are sufficient, at all times, to enable the Supplier to properly and efficiently perform all Services required, or reasonably likely to be required, to be performed by the Supplier under this Agreement.

4.2 Imaging Services – Radiographers and Sonographers

The Supplier may permit radiographers and sonographers to perform any radiography and sonography required to be performed as part of the Imaging Services provided that:

- (a) the radiography or sonography is performed under the necessary supervision of an Approved Radiologist; and
- (b) the radiographer or sonographer performing the radiography or sonography is registered with the relevant Queensland professional registration board and is appropriately skilled and experienced to undertake the radiography or sonography.

4.3 Approval of Approved Radiologists

- (a) The Supplier may by notice to Queensland Health, request Queensland Health's written approval of one or more additional or replacement Radiologists as Approved Radiologists under this Agreement.
- (b) The Supplier agrees that despite Queensland Health's approval of a Radiologist as an Approved Radiologist in accordance with this **clause 4.3**, Queensland Health is not responsible for acts and omissions of the Approved Radiologist and the Supplier remains responsible for the acts and omissions of the Approved Radiologist as if they were the acts and omissions of the Supplier.
- (c) Queensland Health may suspend or withdraw its approval of an Approved Radiologist if, in Queensland Health's opinion (in its absolute discretion), the Radiologist:
 - (i) is the subject of an investigation by the Australian Health Practitioner Agency;
 - (ii) has failed to act in accordance with the provisions of this Agreement referring to the Services;
 - (iii) is negligent, careless, incompetent, or inefficient in the provision of the Services;
 - (iv) uses intoxicating beverages or drugs to excess or in a manner which adversely affects the performance of the Services;
 - (v) provides false or misleading information regarding their qualifications or experience or fails to provide any material information regarding their qualifications or experience required by Queensland Health;
 - (vi) displays disgraceful or improper conduct or conduct which shows an unfitness to continue to provide the Services; or
 - (vii) any Credentials or Clinical Privileging Committee recommends to the District Chief Executive Officer that the Radiologist's Clinical Privileges be restricted.
- (d) A Radiologist will cease to be an Approved Radiologist if:
 - (i) the Supplier notifies Queensland Health that the person is to cease to be an Approved Radiologist;
 - (ii) notwithstanding **clause 4.6**, if Queensland Health notifies the Supplier that it reasonably believes that the Radiologist should not continue to perform the Services under this Agreement;
 - (iii) the Radiologist ceases to be registered by the Australian Health Practitioner Agency as a specialist practitioner in diagnostic radiography or the Radiologist's registration is suspended or becomes subject to conditions which are not acceptable to Queensland Health; or
 - (iv) any Credentials or Clinical Privileges Committee recommends to the District Chief Executive Officer that the Approved Radiologist's Clinical Privileges be withdrawn.

- (e) If a Radiologist's approval as an Approved Radiologist is suspended or withdrawn in accordance with **clause 4.3(c)** or a Radiologist ceases to be an Approved Radiologist in accordance with **clause 4.3(d)**, the Supplier must:
- (i) ensure that the person:
 - (A) immediately ceases to perform the Services; and
 - (B) returns to Queensland Health any property or information of Queensland Health in his or her possession or control within five Business Days of the person being suspended or ceasing to be an Approved Radiologist, as applicable; and
 - (ii) promptly identify a suitable replacement Radiologist and request Queensland Health's written approval of the Radiologist as an Approved Radiologist under this Agreement.
- (f) The Supplier must promptly notify Queensland Health if an Approved Radiologist is the subject of investigation or ceases to be registered by the Australian Health Practitioner Agency as a specialist practitioner in diagnostic radiology or if an Approved Radiologist's registration is suspended or becomes conditional.

4.4 Requirements of Approved Radiologists

The Supplier must ensure that each Approved Radiologist:

- (a) is of good repute and character;
- (b) behaves in professional and courteous manner in all dealings with Queensland Health's Personnel and patients;
- (c) does not represent that he or she is employed by, or acts on behalf of, Queensland Health;
- (d) provides the Services in accordance with the Quality Standards (to the extent applicable);
- (e) attends at the Hospital to perform any Services which are required to be performed at the Hospital;
- (f) has and maintains during the term of this Agreement, unconditional registration with the Australian Health Practitioner Agency as a specialist practitioner in diagnostic radiology;
- (g) provides every medical service required to be performed under this Agreement within the range of his or her qualifications and experience and in accordance with any professional standards issued or accepted by the Royal Australian and New Zealand College of Radiologists (and any other relevant professional body);
- (h) complies with all ethical and professional standards required of medical practitioners including any such ethical and professional standards as may be issued or required the Royal Australian and New Zealand College of Radiologists (and any other relevant professional body);
- (i) complies with all laws, standards (including all standards made under the *Health Practitioners (Professional Standards) Act 1999* (Qld)), rules, regulations and policies applicable to the Approved Radiologist's medical practice and as are required or necessary for the performance of the Services;
- (j) complies with the policies and procedures of Queensland Health as amended from time to time, in relation to the performance of clinical services and as otherwise associated with the provision of the Services;

- (k) participates and co-operates in any clinical audits that may be required by the Supplier or Queensland Health from time to time;
- (l) complies with the quality assurance, quality improvement and peer review policies and requirements of the Supplier, Queensland Health and the Royal Australian and New Zealand College of Radiologists (or any other relevant professional body);
- (m) notifies the Supplier as early as possible of any potential or possible claims against the Approved Radiologist in respect of the Services and provide all such details and information as the Supplier may require in respect of any claim.

4.5 Credentials and Clinical Privileges

Notwithstanding anything in this Agreement, the Supplier must ensure that an Approved Radiologist does not perform any Services for the Hospital (or any other Queensland Health facility) unless:

- (a) the Approved Radiologist has had his or her Credentials reviewed and has been granted Clinical Privileges by Queensland Health; and
- (b) the Services are within the scope of the Clinical Privilege rights granted by Queensland Health to the Approved Radiologist.

4.6 Notice to Show Cause

- (a) If, in the opinion of Queensland Health (in its absolute discretion), an Approved Radiologist:
 - (i) has failed to act in accordance with the provisions of this Agreement referring to the Services;
 - (ii) is negligent, careless, incompetent, or inefficient in the provision of the Services;
 - (iii) uses intoxicating beverages or drugs to excess or in a manner which adversely affects the performance of the Services;
 - (iv) provides false or misleading information regarding their qualifications or experience or fails to provide any material information regarding their qualifications or experience required by Queensland Health; or
 - (v) displays disgraceful or improper conduct or conduct which shows an unfitness to continue to provide the Services,

then without limiting any of its other remedies, Queensland Health may issue a notice to the Supplier ("Show Cause Notice") requiring the Supplier to show cause why Queensland Health should not withdraw its approval of the Approved Radiologist.

- (b) A Show Cause Notice under **clause 4.6(a)** must specify:
 - (i) that it is a Show Cause Notice under the provisions of **clause 4.6(a)**;
 - (ii) the period, being not less than 14 days after the date of the Show Cause Notice, within which the Supplier must respond; and
 - (iii) the reasons for the issue of the Show Cause Notice.
- (c) Unless otherwise advised by Queensland Health, on and from the date of the Show Cause Notice the Approved Radiologist will be suspended, and the Supplier shall ensure that the Approved Radiologist

does not perform any of the Services, until the matters raised in the Show Cause Notice are responded to and resolved in a manner satisfactory to Queensland Health.

- (d) If the Supplier responds to the Show Cause Notice (“**Show Cause Response**”) in writing, Queensland Health must consider the response and determine (at its sole discretion) whether or not to withdraw its approval or impose any condition on its approval including (without limitation) the removal of any privileges to perform the Services.
- (e) Queensland Health must notify the Supplier in writing of its decision within 14 days of receiving the Show Cause Response. The Supplier must comply with Queensland Health’s decision in respect of any Show Cause Notice and Response, and must ensure that any relevant Approved Radiologist also complies.
- (f) If the Supplier has been advised under **clause 4.6(d)** that the approval by Queensland Health of a Radiologist has been withdrawn, the Supplier may, within 7 days of receipt of that notice request that the matter be treated as a dispute requiring resolution under **clause 13**.
- (g) If the Supplier fails to respond to the Show Cause Notice in writing within the period specified in the notice, Queensland Health may, by written notice to the Supplier, withdraw the approval of the Radiologist.

5. ACCESS TO HOSPITAL

5.1 Right to access

Subject to this **clause 5**, Queensland Health will provide each Approved Radiologist with such access to the Hospital as is necessary to perform the Supplier’s obligations under this Agreement.

5.2 Conditions of access

The Supplier must ensure that when accessing the Hospital for the purpose of performing the Services, each Approved Radiologist complies with:

- (a) all policies, procedures and codes of practice of Queensland Health in force from time to time, including those concerning:
 - (i) harassment;
 - (ii) discrimination;
 - (iii) use of the Hospital’s resources (including IT resources);
 - (iv) workplace health and safety; and
 - (v) security; and
- (b) all reasonable directions (whether written or verbal) issued by Queensland Health from time to time.

5.3 Induction and training

The Supplier must ensure that each Approved Radiologist that may access the Hospital for the purpose of performing the Services attends all training which Queensland Health requires them to attend from time to time in connection with the policies, procedures and codes of practice of Queensland Health.

6. MEDICAL IMAGING EQUIPMENT

6.1 Medical Imaging Equipment

- (a) The Supplier must use the Medical Imaging Equipment supplied by Queensland Health at the Hospital when performing any Services at the Hospital.
- (b) Except for the Loaned Medical Imaging Equipment, the Supplier must supply all of the equipment necessary to properly and efficiently perform any of the Services which are to be performed at any premises other than the Hospital.

6.2 Loaned Medical Imaging Equipment

- (a) Queensland Health will loan the Loaned Medical Imaging Equipment to the Supplier for use by the Supplier in the performance of the Services which are permitted or required to be performed at a premises other than the Hospital.
- (b) Subject to **clause 6.4**, Queensland Health will be responsible for the repair and maintenance of the Loaned Medical Imaging Equipment during the period that it is loaned to the Supplier under **clause 6.2(a)**;
- (c) The Supplier must promptly notify Queensland Health:
 - (i) of any loss, theft or destruction of, or damage (other than fair wear and tear) to, the Loaned Medical Imaging Equipment; or
 - (ii) if the Loaned Medical Imaging Equipment requires repair or maintenance.

6.3 Requirements in relation to use of Medical Imaging Equipment

The Supplier must:

- (a) only use the Medical Imaging Equipment in the proper performance of the Supplier's obligations under this Agreement;
- (b) take reasonable care of the Medical Imaging Equipment;
- (c) take reasonable precautions to secure the Loaned Medical Imaging Equipment during the period that it is loaned to the Supplier under **clause 6.2(a)**.
- (d) comply with all directions, policies and procedures of Queensland Health from time to time governing the use of the Medical Imaging Equipment;
- (e) subject to the determination of clinical priority by the Executive Director of Medical Services, not hinder Queensland Health or its Personnel in the exercise of their rights to use the Medical Imaging Equipment; and
- (f) not repair or modify the Medical Imaging Equipment without Queensland Health's prior written consent.

6.4 Indemnity

The Supplier indemnifies Queensland Health for any loss, theft or destruction of, or damage (other than fair wear and tear) to, the Medical Imaging Equipment that is caused by any act or omission of the Supplier or its Personnel.

7. PAYMENT AND ACCOUNTING

7.1 Fees

- (a) The fees payable for the Services are set out in **Schedule 3**.
- (b) The fees specified in this **clause 7.1** are the only amounts payable by Queensland Health in connection with this Agreement.

7.2 Invoice

The Supplier must invoice Queensland Health for all Services performed during a calendar month within 10 Business Days after the end of the month.

7.3 Payment

- (a) Subject to this **clause 7.3**, Queensland Health will pay the Supplier the amount due under a correctly rendered invoice within one month of the end of the month in which the invoice is received.
- (b) An invoice is correctly rendered if:
 - (i) the amount claimed under the invoice is due for payment under this Agreement;
 - (ii) the Supplier has complied with all of its obligations at the date of the invoice;
 - (iii) the invoice is in the form (if any) reasonably required by Queensland Health from time to time; and
 - (iv) it is accompanied by any supporting information or documentation (if any) reasonably required by Queensland Health from time to time.
- (c) Queensland Health is not liable for any fees in respect of any part of the Services which Queensland Health reasonably determines have not been performed in accordance with this Agreement.
- (d) Where Queensland Health, acting reasonably, disputes a fee claimed under an invoice, Queensland Health does not have to pay the relevant portion of the invoice until the query or dispute is resolved.
- (e) Payment by Queensland Health of an amount claimed under an invoice will not constitute an admission by Queensland Health that the Services have been performed in accordance with this Agreement.

7.4 System for recording attendances

Within 90 days of the Commencement Date, Queensland Health will provide to the Supplier a system for recording attendances, which must be agreed between the parties within a further 30 days in consultation with the Supplier, in order to record both on-site and off-site provision of the Services.

7.5 Annual Increase in MBS Scheduled Fees and MBS Updates

- (a) If the fees set out in **Schedule 3** are expressed by reference to MBS scales or MBS item numbers, then in May and November each year during the term of this Agreement, those fees may be varied to incorporate any increase in the fee specified for a particular MBS item number stated in **Schedule 3**. The revised fee for each MBS item number in an Approved MBS Category will be calculated on the basis set out in **Schedule 3**.
- (b) If any updated MBS is published which includes new MBS scales or Item Numbers, or additional MBS Items, that are clinically appropriate for a patient but are not stated in **Schedule 3**, then the Services described by the new scale or Item Number or additional item may be provided by the

Supplier to patients where approved in writing by Queensland Health. Where such approval is given, the fees set out in **Schedule 3** shall be taken to be adjusted to include the new or additional Item Numbers or scales.

- (c) The fees set out in **Schedule 3** will be adjusted in accordance with this clause and will be taken to be incorporated into this Agreement and to apply from the date that the updated MBS applies.
- (d) The Supplier agrees to promptly provide Queensland Health with a revised Schedule 3 as adjusted from time to time in accordance with this clause, which **Schedule 3** (once notified by Queensland Health as accepted) shall be taken to be inserted in replacement of any previous **Schedule 3**.

8. COOPERATION AND REPORTING

8.1 General

- (a) The Supplier must, and must ensure its Personnel, liaise and cooperate with Queensland Health and its Personnel and act reasonably and in good faith toward Queensland Health and its Personnel.
- (b) The Supplier must submit any reports in relation to the performance of the Services as reasonably required by Queensland Health from time to time.
- (c) The Supplier must attend any meetings or briefings with Queensland Health's Personnel, as reasonably required by Queensland Health from time to time.

8.2 Monthly report

Without limiting **clause 8.1**, within five Business Days after the end of each calendar month, the Supplier must submit a report to Queensland Health, in the form reasonably required by Queensland Health, specifying:

- (a) an itemised summary of all Services provided to patients at the Supplier's Premises during the month; and
- (b) any other information in connection with this Agreement reasonably required by Queensland Health.

8.3 Operational Audit

The Supplier must, upon five Business Day's notice during normal business hours (or as otherwise agreed between the parties), permit and provided persons (**Auditors**) nominated by Queensland Health supervised access to the Supplier's premises, books, records, documents, computer systems, equipment and other property to verify compliance by the Supplier with its obligations under this Agreement and its likely capacity to continue to comply with its obligations under this Agreement.

8.4 Clinical Audit

Queensland Health will on an annual basis, or any other time as specified by Queensland Health, conduct a clinical audit of the Radiology Services provided by the Supplier to Queensland Health including but not limited to, and where they a part of the services provided, a clinical review of investigatory, procedural and reporting services provided by the Supplier in areas of plain x-rays, CT scanning, diagnostic studies, angiographic procedures, interventional procedures, off site and remote services and miscellaneous services as determined by Queensland Health.

9. CONFIDENTIALITY

9.1 Provision of Confidential Information

Queensland Health agrees to provide the Supplier with Confidential Information necessary for the purpose of the performance of the Services under this Agreement.

9.2 Acceptance of obligation

Subject to **clauses 9.4, 9.5 and 9.6**, the Supplier shall keep secret and confidential all Confidential Information of Queensland Health and shall not directly or indirectly disclose all or any part of that Confidential Information in any manner whatsoever, in whole or in part to a third party without the prior written consent of Queensland Health or subject to **clause 9.9** as required by law.

9.3 Use solely in accord with Agreement

The Supplier agrees it shall use, copy and retain the Confidential Information of Queensland Health solely for the purposes of the performance of this Agreement and in accordance with the terms of this Agreement.

9.4 Disclosure to those who need to know

The Supplier may only disclose the Confidential Information of Queensland Health to those of its officers and employees and legal advisers as required for the performance of their duties on behalf of the Supplier under this Agreement or as permitted by law.

9.5 Actions of others

The Supplier will ensure that no officer, employee or legal adviser of the Supplier will without the prior written consent of Queensland Health, disclose, allow access to, or use or copy any of the Confidential Information of Queensland Health for any purpose other than as required for the performance of this Agreement and in accordance with the terms of this Agreement.

9.6 Confidentiality agreements

If requested by Queensland Health, the Supplier will procure that its officers, employees and legal advisers to whom it is proposed that the Confidential Information of Queensland Health will be disclosed in accordance with this Agreement, execute a confidentiality agreement on substantially the same terms and conditions as contained in this Agreement before any of Queensland Health's Confidential Information is disclosed to that person.

9.7 No misuse

Without limiting the above, the Supplier acknowledges that it shall not:

- (a) exploit the Confidential Information of Queensland Health;
- (b) use the Confidential Information for Supplier's own business purposes without authorisation from Queensland Health; nor
- (c) make copies in any format of the Confidential Information without the express authorisation of Queensland Health or in accordance with this Agreement.

9.8 Access

The Supplier shall keep the Confidential Information of Queensland Health in a secure location so that no unauthorised person is able to gain access to it.

9.9 Disclosure required by law

In the event that the Supplier becomes aware that it is or may be legally compelled (including by oral questions, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information of Queensland Health, the Supplier will provide Queensland Health with prompt written notice so that Queensland Health may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of the Agreement. In the event that such protective order or other remedy is not obtained, or Queensland Health waives compliance with the provisions of this Agreement, the Supplier will furnish only that portion of the Confidential Information which is legally required and will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

9.10 Acknowledgement

The Supplier acknowledges and agrees:

- (a) an unauthorised disclosure or use of the Confidential Information of Queensland Health by its officer, employees or legal advisers shall constitute a breach of this Agreement by the Supplier;
- (b) nothing contained in this Agreement shall be construed as granting to the Supplier a licence or IP Right other than a right to use and copy the Confidential Information in accordance with this Agreement;
- (c) any unauthorised reverse engineering, copying, annotation, reproduction or translation of the Confidential Information of Queensland Health by the Supplier may infringe the Queensland Health's IP Rights and may result in statutory liability at common law including equity for breach of confidence;
- (d) the value of the Confidential Information is such that any award of damages or account of profits may inadequately compensate Queensland Health in the event of a breach of this Agreement by the Supplier;
- (e) without in any way compromising Queensland Health's right to seek damages or any other form of relief in the event of a breach of this Agreement, Queensland Health may seek and obtain an ex parte interlocutory or final injunction to prohibit or restrain the Supplier or its officers, employees or legal advisers from any breach or threatened breach of this Agreement; and
- (f) that Queensland Health provides no warranty as to the accuracy, completeness or currency of the Confidential Information of Queensland Health.

9.11 Return of Confidential Information

The Supplier must return or destroy (at Queensland Health's discretion) all materials containing Confidential Information when they are no longer required by the Supplier, or otherwise when directed by Queensland Health/

9.12 Personal Information

- (a) The Supplier acknowledges that it is a bound contracted service provider for the purposes of the *Information Privacy Act 2009*.
- (b) The Supplier must:
 - (i) in relation to the discharge of its obligations under this Agreement, comply with parts 2 and 3 of Chapter 2 of the *Information Privacy Act 2009* as if the Supplier was Queensland Health;
 - (ii) ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;

- (iii) not use Personal Information other than for the purposes of performing its obligations under this Agreement, unless required or authorised by law;
 - (iv) not disclose Personal Information without the prior written consent of Queensland Health, unless required or authorised by law;
 - (v) not transfer any Personal Information outside of Australia without the prior written consent of Queensland Health;
 - (vi) ensure that access to Personal Information is restricted to those of its employees and officers who require access in order to perform their duties under this Agreement;
 - (vii) ensure that its officers, employees and sub-contractors comply with the same obligations imposed on the Supplier under this clause;
 - (viii) fully cooperate with Queensland Health to enable Queensland Health to respond to applications for access to , or amendment of, a document containing a person's Personal Information and to privacy complaints;
 - (ix) immediately notify Queensland Health if the Supplier becomes aware that a disclosure of Personal Information is or may be required or authorised by law;
 - (x) upon request by Queensland Health, promptly return any Personal Information to Queensland Health upon expiry or termination of this Agreement.
- (c) Upon request by Queensland Health, the Supplier must obtain from its personnel, a deed of privacy in a form acceptable to Queensland Health.
- (d) The Supplier must immediately notify Queensland Health upon becoming aware of a breach of this **clause 9.12**.

9.13 Privacy Act

Nothing in this **clause 9** is intended to limit any obligation of the Supplier under the *Privacy Act 1988* (Cth) that the Supplier may have as an organisation with respect to Personal Information.

9.14 Ownership of Medical Records

- (a) The Supplier agrees that title to, and copyright in, all Medical Records vests in Queensland Health upon creation.
- (b) The Supplier agrees to obtain all necessary assignments from the Supplier's Personnel in respect of the Medical Records to ensure that Queensland Health is the owner of such Medical Records and the copyright in them.
- (c) The Supplier will ensure that all original medical records from Queensland Health (if any) and any Medical Records are provided to Queensland Health as soon as practicable after the particular Services to which they relate have been completed.
- (d) The Supplier must not:
 - (i) delete or destroy copies of Medical Records provided to Queensland Health until it receives confirmation the Medical Records have been received and saved in uncorrupted form by Queensland Health;

- (ii) allow patients to deliver Medical Records to Queensland Health, unless otherwise instructed by Queensland Health.
- (e) Despite Queensland Health's ownership of the Medical Records, the Supplier may retain a copy of any Medical Records which it is required by law to maintain.
- (f) The Supplier warrants that electronic transfer of patient information and images by it will not compromise service integrity or patient confidentiality.

9.15 Media releases

The Supplier may not make any statement or issue any information, publication, document or article for publication concerning this Agreement in any media without the prior approval of Queensland Health.

9.16 Survival

This **clause 9** survives the expiration or termination of this Agreement.

10. INDEMNITY

- (a) For the purposes of this clause 10 and 11, the following definitions will apply:
 - “**Queensland Health**” includes an officer, employee or contractor of Queensland Health (but excludes the Supplier, and its Personnel),
 - “**Supplier**” includes an officer, director, employee or contractor of the Supplier (but excludes Approved Radiologists and Practice Companies).
- (b) The Supplier indemnifies Queensland Health, from and against all claims, actions, proceedings, demands, fines, penalties, losses and damages (including for personal injury, disease, illness and death), costs and expenses (including legal fees on an indemnity basis) or liability of any nature which Queensland Health under this subclause may sustain, incur or which may be brought or made by any person, arising out of or in connection with:
 - (i) a breach of this Agreement by the Supplier;
 - (ii) the performance or purported performance of the Services by or through the Supplier;
 - (iii) any care or treatment provided to a patient by the Supplier;
 - (iv) any negligent or unlawful act or omission (including wilful neglect) of the Supplier;
 - (v) the use of the Hospital by the Supplier;
 - (vi) a breach of the IP rights of Queensland Health or any other person in connection with the Services.
- (c) The indemnity under clause 10(b) shall be reduced proportionately to the extent that any act or omission of Queensland Health contributed to the loss, damage, cost or expense.
- (d) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Supplier and survives termination of this Agreement. It is not necessary for Queensland Health to incur expense or make a payment before enforcing any indemnity conferred by this Agreement.

11. INSURANCE

11.1 Medical Malpractice

- (a) The Supplier agrees that it shall:
 - (i) obtain medical malpractice insurance with a limit of not less than AUD20 million per occurrence and in an aggregate amount acceptable to Queensland Health in respect of Services provided to patients; and
 - (ii) ensure that its Approved Radiologists obtain medical malpractice insurance with a limit of not less than AUD20 million per occurrence and in an aggregate amount acceptable to Queensland Health in respect of Services provided to patients.
- (b) Without limitation to **clause 11.1(a)**, the parties agree that the Supplier shall not derive any benefit or entitlement for indemnity under Queensland Health's indemnity policies in respect of the provision of Services to Private and Public Patients.

11.2 Workers' Compensations

- (a) Before any Approved Radiologist commences work in the provision of the Services, the Supplier will obtain Queensland worker's compensation insurance against liability for death of or bodily injury to the Approved Radiologists, including liability under statute and at common law.
- (b) The cost of worker's compensation insurance required by this clause will be met by the Supplier.

11.3 Public Liability, Products and Occupier Liability Insurance

The Supplier will hold the following insurances for the term of this Agreement in respect of:

- (a) Public liability insurance in respect of premises at which the Supplier performs duties under this Agreement and also in respect of any other premises of Queensland Health occupied or used by the Supplier for the performance of any other duties (including premises occupied or used for private practice purposes) with a limit of not less than AUD20 million per occurrence; and
- (b) Products, occupiers and property liability insurance in respect of any items or property supplied, owned or licensed by the Supplier with a limit of not less than AUD20 million per occurrence.

11.4 Other Insurance

The Supplier and Queensland Health will hold other insurances for the term of this Agreement as required by relevant law.

11.5 Evidence of Insurance

- (a) Before an Approved Radiologist commences work in the provision of the Services, and at any time upon request by Queensland Health, the Supplier will produce evidence to Queensland Health that the insurance required by this **clause 11** has been obtained and is being maintained.
- (b) Whenever requested in writing by Queensland Health, the Supplier will provide to Queensland Health a copy of the certificates of currency, current policy wording, policy schedule and endorsements for each of the insurance policies required to be held by the Supplier, or Approved Radiologists under this clause.

- (c) All insurance required to be held by the Supplier or Approved Radiologists under this Agreement will be from insurers licensed to offer insurance in Australia, and will provide for payments to be made in the currencies required to rectify loss or damage covered by the insurance and in respect of medical malpractice insurance shall be held for 3 years after the termination of the Agreement.
- (d) The Supplier will comply and will ensure that Approved Radiologists comply with the conditions stipulated in each of the insurance policies that it is required to hold under this Agreement.
- (e) The Supplier will report to Queensland Health as soon as practicable:
 - (i) the cancellation of any insurance policy required to be held by the Supplier or Approved Radiologists under this Agreement; and
 - (ii) all losses, claims and incidents that may give rise to an insurance claim.
- (f) Any amounts not insured, including policy deductibles or amounts not recovered from insurers (including the costs of preparing insurance claims) will be borne by the parties according to their liabilities under this Agreement.

12. FORCE MAJEURE

12.1 Force Majeure occurrence

- (a) If a party (**Affected Party**) is prevented or hindered by Force Majeure from fully or partly complying with any obligation (except for the payment of money) under this Agreement, that obligation is suspended for the duration of such Force Majeure.
- (b) If the Affected Party wishes to claim the benefit of this **clause 12**, it must give prompt notice of the Force Majeure occurrence to the other party including reasonable details of:
 - (i) the Force Majeure occurrence;
 - (ii) the effect of the Force Majeure occurrence on the performance of the Affected Party's obligations; and
 - (iii) the likely duration of the delay in performance of those obligations.

12.2 Termination

If a delay caused by Force Majeure continues for more than one month, either party may terminate this Agreement by giving five Business Day's notice to the other party.

13. DISPUTE RESOLUTION

13.1 Dispute

Subject to **clause 13.5(b)**, as a condition precedent to the commencement of any litigation, if a Dispute arises between parties to this Agreement, the parties agree to seek to resolve the Dispute in accordance with this **clause 13**.

13.2 Notice of Dispute

In the event of a Dispute, a party may give the other party a written notice of dispute adequately identifying and providing details of the Dispute (**Notice of Dispute**).

13.3 Dispute resolution conference

- (a) Within 20 Business Days after receiving a Notice of Dispute, the parties will confer at least once to resolve the Dispute.
- (b) At every such conference, each party will be represented by a person having authority to agree a resolution to the Dispute.
- (c) All aspects of every such conference, except the fact of its occurrence, will be privileged.

13.4 Mediation

- (a) If the Dispute is not resolved within 20 Business Days (or such other further period agreed between the parties) after a conference under **clause 13.3**, the parties agree to refer the Dispute to mediation administered by the Australian Commercial Disputes Centre (ACDC).
- (b) The mediation must be conducted in accordance with the ACDC Guidelines for Commercial Mediation (**Guidelines**) in force at the date of this Agreement .
- (c) The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved, including the parties' respective responsibilities for the payment of the mediator's costs and other costs of the mediation.
- (d) The ACDC Mediation Appointment Agreement is expressly incorporated in the Guidelines. The Guidelines, including the ACDC Mediation Appointment Agreement, are incorporated in this Agreement.

13.5 General

- (a) This **clause 13** survives termination of this Agreement.
- (b) At any time, a party may, without inconsistency with this **clause 13**, seek urgent interlocutory relief in respect of the subject matter of the Dispute from any Court having jurisdiction.

14. TERMINATION

14.1 Termination by Queensland Health on notice

Queensland Health may terminate this Agreement without cause by giving not less than three months notice to the Supplier.

14.2 Termination by Queensland Health on default

Queensland Health may immediately terminate this Agreement by notice to the Supplier if:

- (a) the Supplier does not carry out any material obligation under this Agreement and in the case of a default which is capable of remedy, does not remedy that default within five Business Days after Queensland Health serves notice on the Supplier:
 - (i) specifying that it is a notice issued under this **clause 14.2(a)**; and
 - (ii) requiring the default to be remedied;
- (b) no Radiologists are approved as Approved Radiologists for a continuous period of one month or more (unless due to default by Queensland Health);
- (c) an Insolvency Event occurs in relation to the Supplier; or

- (d) a Change in Control occurs in relation to the Supplier without the prior written consent of Queensland Health;
- (e) in the reasonable opinion of Queensland Health, the Supplier or any its Personnel engage in any misleading or deceptive conduct in connection with this Agreement;
- (f) in the reasonable opinion of Queensland Health, any of the Approved Radiologists involved in the provision of the Services are guilty of misconduct, negligence or other conduct which Queensland Health reasonably considers to be inappropriate conduct for a medical practitioner;
- (g) the Supplier is (or, if it is a company, any of its directors or senior executives are) convicted of any offence under the *National Health Act 1953* (Cth) or the *Health Insurance Act 1973* (Cth); or
- (h) any representation or warranty made by the Supplier in this Agreement or as part of the offer process resulting in the awarding of this Agreement to the Supplier is materially incorrect.

14.3 No common law right of termination

The Supplier agrees that it may not terminate this Agreement pursuant to any common law rights of termination it may otherwise have had.

14.4 Consequences of termination

- (a) The expiration or termination of this Agreement will not affect any rights or remedies accrued to either party under, or in respect of any breach of, this Agreement.
- (b) The Supplier must deliver any Loaned Medical Imaging Equipment and Medical Records (other than any copies required to be kept in accordance to **clause 9.9**) to Queensland Health at the Hospital within five Business Days of the expiration or termination of this Agreement.
- (c) If the Supplier fails to deliver the Loaned Medical Imaging Equipment and Medical Records to Queensland Health in accordance with **clause 14.4(b)**, Queensland Health may enter any of the Supplier's premises during normal business hours on not less than 12 hours' prior notice in order to collect the Loaned Medical Imaging Equipment and Medical Records and the Supplier will at all reasonable times permit and assist a person Approved by Queensland Health to do so.

14.5 Action upon termination

Upon termination of this Agreement the Supplier must:

- (a) cease to perform the Services;
- (b) immediately cease to use Queensland Health's IP Rights and Confidential Information;
- (c) within 3 Business Days after termination, return to Queensland Health all copies of materials in any form to which Queensland Health has IP Rights and Confidential Information at the Supplier's expense and in the manner directed by Queensland Health;
- (d) within 3 Business Days after termination, delete, remove and destroy all electronic copies of materials in any form to which Queensland Health has IP Rights and Confidential Information (including all media on which it is contained) at the Supplier's expense in the manner directed to do so and to the satisfaction of Queensland Health. The Supplier will, where requested by Queensland Health provide evidence of all action taken to comply with this provision; and

- (e) if necessary, promptly procure and provide all licences, other permissions and requirements necessary to allow Queensland Health to continue to use any third party materials as provided by the Supplier to Queensland Health under this Agreement.

15. GST

15.1 Construction

In this **clause 15**:

- (a) words and expressions which are not defined in this Agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
- (b) GST Law has the same meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999.

15.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

15.3 Payment of GST

If GST is payable by a supplier or by the representative member for a GST group of which the supplier is a member, on any supply made under this Agreement, the recipient will pay to the supplier an amount equal to the GST payable on the supply.

15.4 Timing of GST payment

The recipient will pay the amount referred to in **clause 15.3** in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

15.5 Tax invoice

The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under **clause 15.3**. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.

15.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a supplier under this Agreement, the amount payable by the recipient under **clause 15.3** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

15.7 Reimbursements

Where a party is required under this Agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

16. NOTICES

16.1 General

A notice, demand, certification, process or other communication relating to this Agreement must be in writing in English and may be given by an agent of the sender.

16.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address for notices;
- (c) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) sent by fax to the party's current fax number for notices.

16.3 Particulars for delivery of notices

- (a) The particulars for delivery of notices are initially the particulars set out in **item 8 of Schedule 1**.
- (b) Each party may change its particulars for delivery of notices by notice to each other party.

16.4 Communications by post

Subject to **clause 16.6**, a communication is given if posted:

- (a) within Australia to an Australian postal address, three Business Days after posting; or
- (b) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after posting.

16.5 Communications by fax

Subject to **clause 16.6**, a communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

16.6 After hours communications

Other than with respect to communications concerning the request or delivery of the Services, if a communication is given:

- (a) after 5.00pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

17. KEY PERFORMANCE INDICATORS

- (a) The Supplier must perform the Services in order to achieve Key Performance Indicators (KPI's) in accordance with **Schedule 4**.

- (b) The Supplier acknowledges that the purpose of KPI's is to:
- (i) provide Queensland Health and the Supplier with focus on the areas which are of paramount importance to Queensland Health in the performance of the Services; and
 - (ii) specify quantitative and qualitative assessment mechanisms to enable the parties to measure and manage the performance of the Supplier with input from Queensland Health against specified targets.
- (c) The Supplier must submit to Queensland Health a written quarterly report within 14 days after the end of each quarter against the KPI's as set out in **Schedule 4**.
- (d) On receipt of the report Queensland Health will evaluate the performance of the Supplier based on the report.
- (e) Within 14 days of receipt of the report under **clause 17(c)** the Supplier is required to attend a meeting with Queensland Health and the Supplier must:
- (i) discuss the report it has prepared under **clause 17(c)** and such other matters as determined by Queensland Health may require from time to time; and
 - (ii) discuss and provide to Queensland Health all advice which it may require on measurement review and improvement of the Supplier's performance under this Agreement, including:
 - (A) the Supplier's performance against KPI's and Queensland Health may make a determination of any action required where the KPI's indicate that the Supplier's performance under this Agreement is unsatisfactory;
 - (B) all initiatives that could improve the provisions under this Agreement for measuring, reviewing and improving the Suppliers' performance;
 - (C) promptly and fully respond to any questions which Queensland Health asks; and
 - (D) if it requires instructions from Queensland Health, make all necessary recommendations as to the action required.
- (f) Where a Supplier's performance under this Agreement is unsatisfactory under **clause 17 (e) (ii)(A)** and the Supplier fails to rectify the performance to the satisfaction of Queensland Health by the means set out in **clauses 17(e)(ii)(A) to (D)**, Queensland Health may:
- (i) proceed to Dispute Resolution under **clause 13** of this Agreement; and
 - (ii) suspend payment of the fees payable for the Services under this Agreement until the resolution of the dispute under **clause 13**.

18. GENERAL

18.1 Disclosure

If the Supplier becomes aware of a matter that is likely to materially affect the ability of the Supplier to perform its obligations under this Agreement, it must immediately notify Queensland Health of the matter.

18.2 Conflict of interest

- (a) The Supplier warrants that to the best of its knowledge, information and belief, no conflict of interest exists or is likely to arise in the performance of this Agreement.
- (b) The Supplier must immediately notify Queensland Health if a conflict of interest arises.

18.3 Legal costs

Except as expressly stated otherwise in this Agreement, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Agreement.

18.4 Amendment

This Agreement may only be varied or replaced by a document executed by the parties.

18.5 Waiver and exercise of rights

- (a) No rights under this Agreement will be deemed to be waived except where the waiver is in writing and is signed by the party giving the waiver.
- (b) A waiver by a party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.
- (c) Any failure by a party to enforce any clause of this Agreement or any forbearance, delay or indulgence granted by the party to the other party will not be construed as a waiver of the rights under this Agreement.
- (d) A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (e) A party is not liable for any loss, cost or expense of the other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

18.6 Rights cumulative

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

18.7 Consents

Except as expressly stated otherwise in this Agreement, a party may conditionally or unconditionally give or withhold any consent to be given under this Agreement and is not obliged to give its reasons for doing so.

18.8 Further steps

Each party must promptly do whatever the other party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.

18.9 Governing law and jurisdiction

- (a) This Agreement is governed by and is to be construed in accordance with the laws applicable in Queensland.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

18.10 Assignment

- (a) A party must not assign or deal with any right under this Agreement without the prior written consent of the other party.
- (b) Any purported dealing in breach of this **clause 18.10** is of no effect.

18.11 Subcontracting

- (a) The Supplier will not subcontract any of its obligations under this Agreement without obtaining the prior written approval of Queensland Health.
- (b) The Supplier is responsible for the acts and omissions of its subcontractors as if they were the acts and omissions of the Supplier.

18.12 Set-off

Queensland Health may set off money due to Queensland Health from the Supplier, or damages, costs or expenses recoverable by Queensland Health from the Supplier (including amounts payable under an indemnity), against money due to the Supplier under this Agreement or any other contract between the parties.

18.13 Liability

An obligation of two or more persons binds them separately and together.

18.14 Counterparts

This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

18.15 Entire understanding

- (a) This Agreement contains the entire understanding between the parties as to the subject matter of this Agreement.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect. Neither party is liable to the other party in respect of those matters.
- (c) No oral explanation or information provided by a party to the other:
 - (i) affects the meaning or interpretation of this Agreement; or
 - (ii) constitutes any collateral agreement, warranty or understanding between the parties.

18.16 Relationship of parties

- (a) The relationship between Queensland Health and the Supplier is that of principal and independent contractor.
- (b) Nothing in this Agreement will be taken as establishing the Supplier or any of its Personnel as an employee or agent of Queensland Health (without the prior written consent of Queensland Health).
- (c) This Agreement is not intended to create a partnership, joint venture or agency relationship between the parties.

18.17 Commissions and Incentives

The Supplier must not offer anything to Queensland Health or any employees or agent of Queensland Health including a parent, spouse and child or associated of the employee or agent, as an inducement, gift or reward, which could in any way influence Queensland Health's actions in relation to the Agreement.

18.18 Skills Transfer

The Supplier will use its best endeavours to impart skills to and instruct Queensland Health employees with whom the Supplier has contact in the performance of the Radiology Services with a view to increasing and consolidating the skills base within Queensland Health.

18.19 Queensland Health Employees

During the term of this Agreement the Supplier acknowledges and agrees that it will not engage, consult, contract or employ Queensland Health employees, whether contractors, agents, subcontractors or officers of Queensland Health.

RELEASED
RTI

SCHEDULE 1

AGREEMENT DETAILS

Item 1	Supplier	Name: X-Ray and Imaging Pty Ltd ABN: 69 109 170 162 Address: 2/67 Bowman Road Caloundra Qld 4551
Item 2	Commencement Date	13 October 2010
Item 3	Initial Period	Twenty-four (24) months
Item 3a	Extended Period	Three (3) further periods of up to twelve (12) months each
Item 4	District	Townsville Health Service District
Item 5	Hospitals	The Townsville Hospital
Item 6	Approved Radiologists	Dr Richard Langford Dr Stewart Begg Dr Willem Van Der Merwe Dr Anton Le Roux Dr Lynn Smith
Item 7	Loaned Medical Imaging Equipment	Nil
Item 8	Particulars for notices	Queensland Health Delivery address: Townsville Health Service District Office Postal address: PO BOX 670 Townsville QLD 4810 Fax No: 07 4796 1026 Attention: District Chief Executive Officer Supplier Delivery address: 2/67 Bowman Road Caloundra Qld 4551 Fax No: 07 5438 2022 Attention: Mr Shaun O'Rourke
Item 9	Supplier's Premises	2/67 Bowman Road, Caloundra, Qld 4551 3/3 Nicklin Way, Minyama, Qld 4575 2 Lanyana Way, Noosa Junction, Qld 4567
Item 10	Sub-Contractors	Dr Anton Le Roux 4 Adderley Street Mt Claremont WA 6010 Dr Lynn Smith 8 Griver Street Cottesloe WA 6011

SCHEDULE 2

PART 1 – REPORTING SERVICES

1.1 Type of Reporting Services

Queensland Health may require the Supplier to read and report on the following types of diagnostic imaging procedures (or any additional diagnostic imaging procedures agreed between the parties) on a patient:

DIAGNOSTIC IMAGING PROCEDURES		REQUIRED
Group 11 - Ultrasound	Subgroup 1 – General	Yes
	Subgroup 2 – Cardiac	Yes
	Subgroup 3 – Vascular	Yes
	Subgroup 4 – Urological	Yes
	Subgroup 5 – Obs & gynae	Yes
	Subgroup 6 – Musculoskeletal	Yes
Group 12 - Computerised tomography		Yes
Group 13 - Diagnostic radiography	Plain films	Yes
	Mammography	No
Group 14 - Nuclear medicine imaging		No
Group 15 – Magnetic resonance imaging		No

1.2 Scope of Reporting Services

- (a) If Queensland Health requires the Supplier to read and report on a diagnostic image produced through a diagnostic imaging procedure, Queensland Health must provide a written request to the Supplier.
- (b) Each request will specify:
 - (i) relevant clinical information; and
 - (ii) the timeframe in which the request is to be completed.
- (c) Unless Queensland Health requires the Supplier to perform the Reporting Services at the Hospital, Queensland Health will transmit the diagnostic image to the Supplier using the transmission technology determined by Queensland Health from time to time.
- (d) The Supplier must ensure that it is able to receive requests and diagnostic images 24 hours per day on every day of the year.
- (e) The Supplier must provide each report on a diagnostic image in the form (if any) required by Queensland Health from time to time.
- (f) The Supplier will charge the same fee for public, private and billable patients.

1.3 Time for performance of Reporting Services

- (a) The Supplier must complete the Reporting Services specified in a request within the timeframe which is clinically appropriate, and within the timeframe nominated by Queensland Health which timeframes are:
- (i) Urgent: 30 minutes if Radiologist on-site
60 minutes if Radiologist off-site
 - (ii) Priority: 4 hours
 - (iii) Intermediate: 24 hours
 - (iv) Routine: 3 Business Days
- (b) If a Reporting Service is required to be performed at the Hospital, the time by which the Reporting Service is required to be completed will be calculated from the time of receipt of the request form.
- (c) If a Reporting Service is to be performed at premises other than the Hospital, the time by which the Reporting Service is required to be completed will be calculated from the time of transmission of the diagnostic images to which the Reporting Service relates to the Supplier by Queensland Health.

RELEASED
RTI

SCCHEDULE 3

SERVICE FEES

PART 1 REPORTING SERVICES

(A) BUSINESS DAYS DURING NORMAL WORKING HOURS

Business Day means a day which is not a Saturday, Sunday or bank or public holiday at the relevant Hospital
Normal Working Hours means between 8.30am and 5.00pm

Diagnostic Imaging Procedure	% of MBS Schedule Fee			
	Urgent (60 minutes)	Priority (4 hours)	Intermediate (24 hours)	Routine (3 Business Days)
Group 11 – Ultrasound	s.47(3)(b) - Contrary to public interest			
Subgroup 1 – General				
Subgroup 2 – Cardiac				
Subgroup 3 - Vascular				
Subgroup 4 – Urological				
Subgroup 5 – Obs & Gynae				
Subgroup 6 - Musculoskeletal				
Group 12 – Computerised Tomography				
Group 13 – Diagnostic Radiography				
Plain Films				


PRTI

PRTI

PRTI

(B) BUSINESS DAYS OUTSIDE NORMAL WORKING HOURS

*Business Day means a day which is not a Saturday, Sunday or bank or public holiday at the relevant Hospital
 Normal Working Hours means between 8.30am and 5.00pm*

Diagnostic Imaging Procedure	% of MBS Schedule Fee			
	Urgent (60 minutes)	Priority (4 hours)	Intermediate (24 hours)	Routine (3 Business Days)
Group 11 – Ultrasound	s.47(3)(b) - Contrary to public interest 			
Subgroup 1 – General				
Subgroup 2 – Cardiac				
Subgroup 3 - Vascular				
Subgroup 4 – Urological				
Subgroup 5 – Obs & Gynae				
Subgroup 6 - Musculoskeletal				
Group 12 – Computerised Tomography				
Group 13 – Diagnostic Radiography				
Plain Films				

(C) DURING WEEKENDS AND PUBLIC HOLIDAYS

Diagnostic Imaging Procedure	% of MBS Schedule Fee			
	Urgent (60 minutes)	Priority (4 hours)	Intermediate (24 hours)	Routine (3 Business Days)
Group 11 – Ultrasound	s.47(3)(b) - Contrary to public interest			
Subgroup 1 – General				
Subgroup 2 – Cardiac				
Subgroup 3 - Vascular				
Subgroup 4 – Urological				
Subgroup 5 – Obs & Gynae				
Subgroup 6 - Musculoskeletal				
Group 12 – Computerised Tomography				
Group 13 – Diagnostic Radiography				
Plain Films				

RELEASED

RTI

SCHEDULE 4

KEY PERFORMANCE INDICATORS

This schedule details the KPI's and data sets to be provided by the Supplier to Queensland Health to monitor performance of the Services against the Agreement.

Quarterly – KPI Report

Report overview:

- The Supplier will develop a database in a format (for example Microsoft Excel) acceptable to Queensland Health.
- The report is to be emailed to the District Chief Executive Officer.
- The report must be password protected, with the unique password to open the file emailed to the District Chief Executive Officer separately to the file.

If the Supplier is unable to meet a reporting deadline, the nominated Project Officer must be notified by email as to why this deadline is unable to be met and remedial action negotiated.

The key focus of the KPI's is:

1. Report availability

Indicator Area 1: Report Availability

1. **Turnaround Times for normal working hours radiography reporting**

Percentage of

- (a) Urgent;
- (b) Priority;
- (c) Intermediate; and
- (d) Routine

Completed within the timeframes set out in **clause 1.3 of Schedule 2**

2. **Turnaround Times for after hours radiography reporting**

Percentage of

- (a) Urgent;
- (b) Priority;
- (c) Intermediate; and
- (d) Routine

Completed within the timeframes set out in **clause 2.3 of Schedule 2**

SCHEDULE OF DEPARTURES

The Offerer is required to identify and describe in detail in the form below any departures from this Request for Offer. If no departures are specified, the Offer shall be deemed to be in full compliance with this Request for Offer and if the Offer is accepted, the terms of the Contract will include those set out in the Conditions of Contract, the Specification and Additional Conditions in their entirety.

All departures must be listed in the same sequence as they appear in this Request for Offer.

Parts	Clause Number	Departures
Part A – Conditions of Offer		Nil
Part B – Specification		Nil
Part C – Conditions of Contract		The Supplier will provide reporting for Billable Patients and Private Patients at the same fees as specified in Schedule 3.
Part D – Additional Conditions		Nil

RTI

RELEASED

Executed as an agreement

Executed by **The State of Queensland**)
acting through the Department of)
Health by its duly appointed officer in)
the presence of:)

s.47(3)(b) - Contrary to

s.47(3)(b) - Contrary to p

Witness

Officer

JULIE GRANT

Mary Bone

Name of Witness (print)

Name of Officer (print)

Date: 2/3/2011

Executed by **Supplier** by its duly)
appointed officer in the presence of:)

s.47(3)(b) - Contrary to public interest

s.47(3)(b) - Contrary to pub

Witness

Officer

Shawn O'Rourke

SCOTT LANGFORD

Name of Witness (print)

Name of Officer (print)

Date: 14-2-2011

RTTI

RTTI

3



Received
14/5/10
Queensland
Government

SB

Queensland Health

Enquiries to: Sharon Benson
Assistant Manager HTPU
Health Services Purchasing and
Logistics
Telephone: 07 3006 2922
Facsimile: 07 3006 2766
File Ref: PL513/1/1(a)

Mr Shaun O'Rourke
X-Ray and Imaging Pty Ltd
2/67 Bowman Road
CALOUNDRA QLD 4551

Dear Mr O'Rourke

**Offer No PL513/1/1
Provision of Radiology Services for Townsville**

I refer to your response dated 16 December 2009 to the above request for offer.

I confirm that X-Ray and Imaging Pty Ltd ABN 69 109 170 612 has been successful in the above offer process subject to post tender negotiations with Queensland Health.

You should be aware that this correspondence does not at this time constitute acceptance of your offer and Queensland Health reserves the right to terminate the offer process by written notice to X-Ray and Imaging Pty Ltd.

Please be advised that final approval and confirmation of your offer is subject to government expenditure approval.

It is proposed that the formal term of the Radiology Services Agreement (**the Agreement**) in relation to the above services will commence on a mutually agreed date for an initial term of two years from that date, with three options to extend for a term of 12 months, in accordance with the terms of the Agreement.

In the event that expenditure approval is not confirmed and the Agreement has not been executed by the parties by the commencement date, the Agreement will have retrospective application and payment will be made subject to a Queensland Health purchase order.

It is proposed that the parties enter into post tender negotiations with X-Ray and Imaging Pty Ltd. We note that your response did not request substantive changes to the contractual terms in the Agreement.

Office
Queensland Health
Floor 4, 200 Adelaide Street
Brisbane Qld 4000

Postal
GPO Box 48
Brisbane Qld 4001

Phone
(07) 3006 2951

Fax
(07) 3006 2766

The objective of the post offer negotiations will be to enable Queensland Health to determine with you organisation the operational, information technology, costing and lead in time issues raised in your offer. Queensland Health will forward a finalised contract to X-Ray and Imaging Pty Ltd when these details have been finalised.

While this letter signals our intent to enter into post offer negotiations, it does not confer liability for purchase of services for the radiology services from X-Ray and Imaging Pty Ltd. Further, Queensland Health does not make any representation at this time that any agreement between Queensland Health and MIA will be concluded.

A representative from Queensland Health – Health Services Planning & Logistics will be in touch with you shortly to propose a meeting to discuss the issues raised in your offer in order to meet the commencement date.

Please copy this letter, sign and return to Queensland Health on behalf of X-Ray and Imaging Pty Ltd to confirm that the arrangements proposed are agreed to by X-Ray and Imaging Pty Ltd.

Yours sincerely

s.47(3)(b) - Co

John Lee
Director Procurement and Contract Management
Health Services Purchasing and Logistics
12/05/2010

Agreed by X-Ray and Imaging Pty Ltd ABN 69 109 170 162

s.47(3)(b) - Contrary to pu

Signature

Shaun O'Rourke

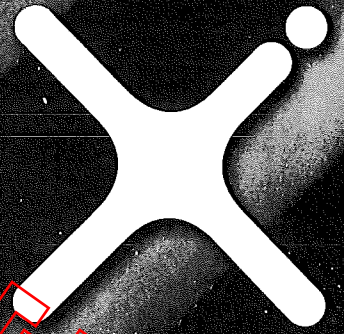
Print Name

Operations Manager

Role

13.5.2010

Date



X-RAY &
IMAGING

RTT
RELEASED

REQUEST FOR OFFER

HEALTH SERVICES PURCHASING AND LOGISTICS
OFFER NO PL513/1/1

PROVISION OF RADIOLOGY SERVICES FOR
TOWNSVILLE HEALTH SERVICE DISTRICT

ON ACCOUNT OF QUEENSLAND HEALTH
CLOSING AT 11.00AM ON 18 DECEMBER 2009

DOH-DL-12/13-003

ENQUIRIES: SHARON BENSON TELEPHONE: 07 3006 2922

RTT Document 69

TABLE OF CONTENTS

PART E - OFFER SUBMISSION

REQUEST FOR OFFER.....	3
RESPONSE TO OFFER FORM.....	4
SCHEDULE OF DEPARTURES.....	7
SCHEDULE OF AGREEMENT DETAILS.....	8
SCHEDULE OF PRICES – PART I REPORTING SERVICES.....	10
SCHEDULE OF PARTICULARS.....	13
REFERENCE SITES.....	16
CONFIRMATION OF INSURANCES.....	18
DECLARATION OF INTEREST AND POSSIBLE INFLUENCES.....	20
STATEMENT OF COMPETITIVE NEUTRALITY.....	21
CHECK LIST.....	22

APPENDIX 1

COMPANY PROFILE: X-RAY & IMAGING.....	23
---------------------------------------	----

APPENDIX 2

RADIOLOGISTS CVS	
DR RICHARD LANGFORD.....	27
DR IAN STEWART DARROCH BEGG.....	29
DR ANTON LE ROUX.....	30
DR WILLEM VAN DER MERWE.....	34

APPENDIX 3

RADIOLOGISTS REGISTRATIONS.....	38
---------------------------------	----

APPENDIX 4

SAMPLE INVOICE.....	44
---------------------	----

APPENDIX 5

NETWORK WORKFLOW DIAGRAM.....	45
-------------------------------	----

APPENDIX 6

WORKERS COMPENSATION.....	46
---------------------------	----

APPENDIX 7

PUBLIC LIABILITY INSURANCE.....	47
---------------------------------	----

APPENDIX 8

PROFESSIONAL INDEMNITY INSURANCE.....	48
---------------------------------------	----



**Queensland
Government**
Queensland Health

REQUEST FOR OFFER

HEALTH SERVICES PURCHASING AND LOGISTICS

OFFER NO PL513/1/1

PROVISION OF RADIOLOGY SERVICES FOR TOWNSVILLE
HEALTH SERVICE DISTRICT

ON ACCOUNT OF QUEENSLAND HEALTH

CLOSING AT 11.00AM ON 18 DECEMBER 2009

Enquiries: Sharon Benson

Telephone: 07 3006 2922

PART E – OFFER SUBMISSION**RESPONSE TO OFFER FORM**

To: The Senior Director
Health Services Purchasing and Logistics
GPO Box 48
Brisbane Qld 4000

PL File Ref: PL513/1/1
Enquiries: Sharon Benson
Telephone: [07] 3224 2953
Issued: 4 November 2009

Herewith I submit my offer for:

OFFER NO PL513/1/1**PROVISION OF RADIOLOGY SERVICES FOR TOWNSVILLE HEALTH SERVICE DISTRICT****ON ACCOUNT OF QUEENSLAND HEALTH****CLOSING AT 11.00AM ON 18 DECEMBER 2009**

This Offer will not be opened publicly.

Information Required	Details
Name of PERSONS/BUSINESS/CORPORATION offering:	X-Ray & Imaging Pty Ltd
• If Offerer is a company – specify full company name;	
• If Offerer is a trust – specify the names of each trustee of the trust;	
• If Offerer trades under a business name, specify the registered business name;	
• If Offerer is an individual or partnership, specify the full name of each individual or partner.	
ACN No (if applicable):	109 170 612
ABN No:	69 109 170 612
OR if no ABN – have you submitted a ‘Statement by a supplier – Reason for not quoting an Australian (ABN) to an enterprise’ form?	<input type="checkbox"/> Yes <input type="checkbox"/> No
State or Territory where Business /Corporation is registered(*):	Queensland
Name of Holding Company or Corporate Group(*):	
Company Profile: Does your Offer include your Company’s Profile?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please see Appendix 1
Is the Offerer registered for GST?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Postal Address:	2/67 Bowman Road, CALOUNDRA, QLD 4551
Street Address:	2/67 Bowman Road, CALOUNDRA, QLD 4551
Contact Name:	Shaun O’Rourke
Contact Phone No:	(07) 5436 0888 or 0438 543 839
Contact Fax No::	(07) 5438 2022
Contact E-mail Address:	shauno@xrayimaging.com.au
Is it proposed to sub-contract any part of the Services? If “YES”, specify full name and address of each sub-contractor and their relevant experience and expertise in relation to the offered Services.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No We currently have two Radiologists who sub-contract their services to us. Their full experience and expertise is specified in Appendix 2. Dr Anton Le Roux, 4 Adderley St, Mt Claremont, WA 6010 Dr Lynn Smith, 8 Griver St, Cottesloe, WA 6011



Authorisation, Certification and Execution by an offerer (Company)(*)

The Director/Secretary named below certify that in submitting this Offer on behalf of the Offerer:

- They have read, understood and complied with the requirements of this Request for Offer;
- The enclosed Response Forms are a true and accurate account of their Offer; and
- They have provided details of any departures in the Schedule of Departures.

Signed for an behalf of

X-Ray & Imaging Pty Ltd

ACN: 109 170 612

ABN: 69 109 170 612

in accordance with s.127 of the Corporations Act 2001(Cth)

this 16th day of December, 2009

by

Dr Richard Etheridge Langford

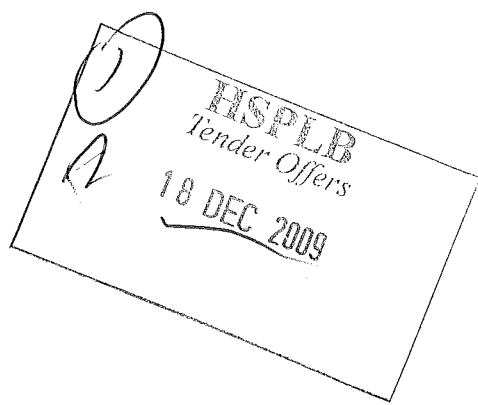
[Director]

s.47(3)(b) - 20

(Signature of Director)

Where an attorney executes this Deed on behalf of an offerer, the form of execution must indicate the source of this authority and such authority must be in the form of a Deed and a certified copy thereof provided to Queensland Health/

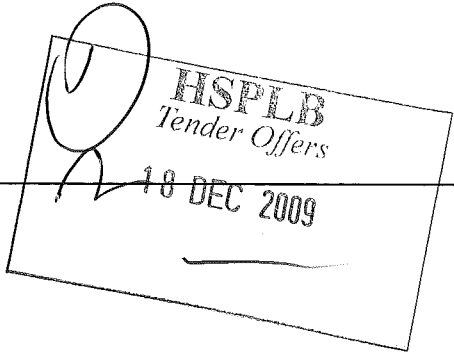
RTI RELEASE



SCHEDULE OF DEPARTURES

The Offerer is required to identify and describe in detail in the form below any departures from this Request for Offer. If no departures are specified, the Offer shall be deemed to be in full compliance with this Request for Offer and if the Offer is accepted, the terms of the Contract will include those set out in the Conditions of Contract, the Specification and Additional Conditions in their entirety.

All departures **must** be listed in the same sequence as they appear in this Request for Offer.

Parts	Clause Number	Departures
Part A – Conditions of Offer		
Part B – Specification		
Part C – Conditions of Contract		
Part D – Additional Conditions		

Offerer's Name:	X-Ray & Imaging Pty Ltd
Date:	16 th December 2009

SCHEDULE OF AGREEMENT DETAILS

In this Request for Offer, Queensland Health has completed and/or identified those items which it requires for the purposes of a Contract. These items are easily identified as they are **shaded in grey**. The Offerer must therefore complete all other items which are **NOT** shaded below to enable completion of "Schedule 1 – Agreement Details" should the offerer be successful.

If the offerer wishes to amend any items (**shaded in grey**) as completed by Queensland Health these will constitute departures from this Request for Offer and the Offerer must identify those amendments in the "Schedule of Departures" form.

INFORMATION	DETAILS
<p>Contractor:</p> <p>[Insert full name of Contractor]:</p> <p>[Insert Contractor's ABN]:</p> <p>[Insert Contractor's Address]:</p> <p>[Insert the name of the person representing the Contractor, who will be responsible for the Contract]:</p> <p>[The Contractor's name must be the same name as the Offerer's name within the Offer. If different the Offer will be considered as non-conforming.]</p>	<p>Name: X-Ray & Imaging Pty Ltd</p> <p>ABN: 69 109 170 612</p> <p>Address: 2/67 Bowman Road, Caloundra QLD 4551</p> <p>Contact Person: Shaun O'Rourke Operations Manager M. 0438 543 839</p>
<p>Commencement Date:</p>	<p>To be advised.</p>
<p>Initial Period:</p>	<p>Two (2) years</p>
<p>District:</p>	<p>Townsville Health Service District</p>
<p>Hospital:</p>	<p>The Townsville Hospital</p>
<p>Approved Radiologists:</p> <p>[Insert full name of persons the Contractor proposes be approved as personnel performing the services]:</p>	<p>Dr Richard Langford Dr Stewart Begg Dr Willem Van Der Merwe Dr Lynn Smith Dr Anton Le Roux</p>
<p>Loaned Medical Equipment:</p> <p>[Insert details of any (additional) medical imaging equipment Contractor proposes be made available]. OR [If Contract is to include loan of certain equipment then insert details and shade that aspect in grey]:</p>	
<p>Notices – Queensland Health address for notices:</p> <p>[Insert address for notices]</p> <p>[Insert facsimile no.]</p> <p>[Insert recipient for notices]</p>	<p>Address:</p> <p>Facsimile No:</p> <p>Attention:</p>

HSPLB
Tender Offers
18 DEC 2009

INFORMATION	DETAILS
<p>Notices – Contractor’s address for notices:</p> <p>[Insert address for notices]</p> <p>[Insert facsimile no.]</p> <p>[Insert recipient for notices]</p>	<p>Address: 2/67 Bowman Road, Caloundra, QLD 4551</p> <p>Facsimile No: (07) 5438 2022</p> <p>Attention: Shaun O’Rourke</p>
<p>Contractor’s Premises:</p> <p>[Insert address(es) from which the Contractor proposes to supply the services]</p>	<p>Address: 2/67 Bowman Road, Caloundra QLD 4551</p> <p>Address: 3/3 Nicklin Way, Minyama QLD 4575</p> <p>Address: 2 Lanyana Way, Noosa Junction QLD 4567</p>

Offerer’s Name:	X-Ray & Imaging Pty Ltd
Date:	16 th December 2009

RECEIVED

RTI

1
 HSPLB
 Tender Offers
 18 DEC 2009

SCHEDULE OF PRICES – PART 1 REPORTING SERVICES

(A) BUSINESS DAYS DURING NORMAL WORKING HOURS

Business Day means a day which is not a Saturday, Sunday or bank or public holiday at the relevant Hospital
Normal Working Hours means between 8.30am and 5.00pm

Diagnostic Imaging Procedure	% of MBS Scheduled Fee			
	Urgent (1 hour)	Priority (24 hours)	Intermediate (next Business Day)	Routine (3 Business Days)
Group 11 – Ultrasound	s.47(3)(b) - Contrary to public interest			
Subgroup 1 – General				
Subgroup 2 – Cardiac				
Subgroup 3 – Vascular				
Subgroup 4 – Urological				
Subgroup 5 – Obs & Gynae				
Subgroup 6 – Musculoskeletal				
Group 12 – Computerised Tomography				
Group 13 – Diagnostic Radiography				
Plain Films				

Offerer's Name:	X-Ray & Imaging Pty Ltd
Date:	16 th December 2009

RTI

1
 HSPLB
 Tender Offers
 18 DEC 2009

(B) BUSINESS DAYS OUTSIDE NORMAL WORKING HOURS

Business Day means a day which is not a Saturday, Sunday or bank or public holiday at the relevant Hospital
Normal Working Hours means between 8.30am and 5.00pm

Diagnostic Imaging Procedure	% of MBS Scheduled Fee			
	Urgent (1 hour)	Priority (24 hours)	Intermediate (next Business Day)	Routine (3 Business Days)
Group 11 – Ultrasound	s.47(3)(b) - Contrary to public interest			
Subgroup 1 – General				
Subgroup 2 – Cardiac				
Subgroup 3 - Vascular				
Subgroup 4 – Urological				
Subgroup 5 – Obs & Gynae				
Subgroup 6 - Musculoskeletal				
Group 12 – Computerised Tomography				
Group 13 – Diagnostic Radiography				
Plain Films				

Offerer's Name:	X-Ray & Imaging Pty Ltd
Date:	16 th December 2009

RTI

①
 HSPLB
 Tender Offers
 18 DEC 2009

(C) DURING WEEKENDS AND PUBLIC HOLIDAYS

Diagnostic Imaging Procedure	% of MBS Scheduled Fee			
	Urgent (30 minutes)	Priority (4 hours)	Intermediate (24 hours)	Routine (3 Business Days)
Group 11 – Ultrasound	s.47(3)(b) - Contrary to public interest			
Subgroup 1 – General				
Subgroup 2 – Cardiac				
Subgroup 3 – Vascular				
Subgroup 4 – Urological				
Subgroup 5 – Obs & Gynae				
Subgroup 6 – Musculoskeletal				
Group 12 – Computerised Tomography				
Group 13 – Diagnostic Radiography				
Plain Films				

Offerer's Name:	X-Ray & Imaging Pty Ltd
Date:	16 th December 2009

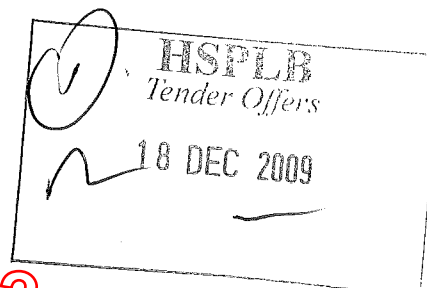
RELEASED

RTI


 HSPLB
 Tender Offers
 18 DEC 2009

SCHEDULE OF PARTICULARS

Question	Response
Are you offering for Reporting Services as specified in Part 1 of Schedule 2?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If your offer is accepted state the lead time required, from date of acceptance, to be in a position to meet service requirements.	The HL7 Integration for reports will take 4-6 weeks to establish. However, once the PACS link is established & tested, we would be able to provide reporting services while finalising the RIS integrations. This should only take 1-2 weeks to establish.
Provide details of the offerers skills and capacities to provide the specified services or that part of the specified services for which an offer is submitted.	We have a fully integrated RIS/PACS and have previously integrated our system with many brands of PACS. We have our own secure Local Area Network allowing our 5 Radiologists full access to reporting, dictating and verifying from any of our practices and their homes. We have our own IT manager who has undertaken Fuji PACS Administrator training and also have 24/7 support from our IT contractor. We are very experienced in handling Teleradiology and have a dedicated office with Administration staff that oversee this work and provide one point of contact for our clients.
Provide details of the offerers experience in providing the specified services or that part of the specified services for which an offer is submitted.	We currently provide the Reporting services for Queensland Health – South West Health Services District. We also report for practices at Innisfail, Maleny, Miami Beach, Warwick, Kallangur & Kawana. We previously provided the CT services for Caloundra Public Hospital including out of hours and weekend urgent reports
Provide clear details on your capacity to provide the services requested in this offer, including extra capacity if you are offering for multiple offers.	We currently have 5 Radiologists reporting for us. We have dedicated Administration staff to manage our reporting service. We are also in discussions with another Radiologist to join us if we are awarded multiple offers.
Provide evidence that the staff proposed to provide the offered services are registered or eligible for Registration by the Queensland Medical Board.	Please see Appendix 3 – Radiologist's Registrations
Please indicate which staff are Fellows of RANZCR.	Dr Richard Langford - FRANZCR Dr Stewart Begg - FRANZCR Dr Willem Van Der Merwe - FRANZCR Dr Lynn Smith - FRANZCR Dr Anton Le Roux - FRANZCR
Provide details of all staff accreditation, including date obtained and level. A copy of the certificate must be attached.	Please see Appendix 2 – Radiologist's CV's
Provide details of the experience of the staff that will be providing the specified services or that part of the specified services for which an offer is submitted.	Please see Appendix 2 – Radiologist's CV's
Where use of electronic reporting is envisaged provide details of the offered proposal on how such might most appropriately be managed.	We currently distribute our reports in HL7 format via Medical Objects, a secure distribution provider. Our system allows our Radiologists to verify rapidly and automatically distribute the reports. We would maintain one point of contact for any issues to be worked through.



Please provide an example of invoices detailing the number of reports, priority levels and investigation types.	Please see Appendix 4 – Sample Invoice
Please provide details on how it is envisaged that requests will be received from Queensland Health?	Requests can be scanned & attached to the study and sent as part of the DICOM transfer. Alternatively, for some sites that we currently report for, they fax the requests to our telerad administrators and we merge them with the study in our RIS/PACS.
Please provide details on how it is envisaged that images will be received from Queensland Health?	We have a central PACS server which can receive images directly from the hospital PACS. This would be done over a point-to-point VPN to maintain confidentiality & integrity of data. For smaller sites that are not networked, we are able to accept images on CD or hard copies.
Are you able to provide each report on a diagnostic image in the form required by Queensland Health?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If no, please give details.	n/a
Please provide details on how it is envisaged that reports will be received by Queensland Health?	Our preferred method would be to securely transmit the reports in HL7 format. This would allow reports to be directly loaded into QRIS. Alternatively, we can fax the reports to sites that cannot accept HL7 messages.
Please provide details on how it is envisaged that reports received by Queensland Health will be verified?	Our integrated RIS/dictation system allows our Radiologist's to verify studies before issuing reports. For urgent cases, an unverified report can be distributed prior to it being verified. All reports would be verified within 1 business day. Our network of typists means we have a short turn around for report verification. We are also looking into voice recognition reporting to further speed up this process.
Please provide details on how it is envisaged that validated reports will be integrated into the RIS?	Our RIS, Comrad, and QRIS are both DICOM compliant. This would allow them to communicate using HL7 feeds over a secure VPN. There have been initial discussions between the two RIS providers to facilitate this integration. Further testing would be required by both RIS suppliers, but once integrated our verified reports could be sent directly into the patient's file in RIPS. Integration work would be at our expense.
Please provide details of the mechanism that will be used to mitigate against and address technology communication failures?	We have a high level of redundancy in our systems. Our network has back up links and automatic fail over if there was a network problem. Our PACS & RIS have back up servers and we have downtime management plans in place to ensure workflow is maintained 24/7. Our IT support team provided 24/7 coverage & service agreements to maintain our entire infrastructure. Clear communication channels will be established between us so any issues can be addressed quickly.
Please provide details of any infrastructure upgrades that may be required to facilitate report validation in the Queensland Health RIS?	The RIPS supplier will need to do some testing to ensure a seamless integration occurs and we will need to establish a point-to-point VPN through the Qhealth firewall.
Please provide details of any infrastructure upgrades that may be required to facilitate image transfer from Queensland Health facilities to the offerer's image management system?	Establishment of a point-to-point VPN through the Qhealth firewall.

HSPLB
Tender Offers
18 DEC 2009

<p>Please provide details of any infrastructure upgrades that may be required to facilitate image transfer from the offerer's image management system to the digital image management system at the Hospital?</p>	<p>None.</p>
<p>Please provide details of how the interfaces with Queensland Health information systems, networks and communications systems and IT support will be managed?</p>	<p>We have our own IT manager and 24/7 support from our IT contractors. We will establish points of contact between you and us to ensure we have clear communication channels and so any issues are address immediately by the correct people.</p>
<p>Please provide details of processes that will be used to work with Queensland Health to achieve Queensland Health's long term goal for radiology services in regards to information technology facilitated radiology reporting workflows?</p>	<p>Our RIS/PACS infrastructure has the ability to electronically receive images and electronically distribute reports in Queensland Health's preferred format. It will require some integration work between the RIS/PACS suppliers but very little because we are both using the same formats. It is in our interest to work with Q Health to achieve this as it will streamline the workflow and make it much easier to manage for both parties. We have already spoken to both RIS providers and they have had preliminary discussions on what needs to be done to facilitate this. If successful in this tender, we will make this a high priority. We will arrange for the suppliers to test the integration off-site and to then oversee the integration between Q Health and us, with the assistance of Q Health's and our IT support. Please see Appendix 5 – Network Workflow Diagram.</p>
<p>Are you prepared to provide a report for the billable patients at the same fee as for public patients?</p> <p>Definition: Billable services are determined by the healthcare facility in accordance with the Queensland Hospital Admitted Patient Data Collection (QHAPDC) Manual and Queensland Health Policy in line with Medicare Legislation and the National Healthcare Agreement. The most common example will be cases eligible for rebate from Medicare.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>Offerer's Name:</p>	<p>X-Ray & Imaging Pty Ltd</p>
<p>Date:</p>	<p>16th December 2009</p>

HSPLB
Tender Offers

18 DEC 2009

REFERENCE SITES

In this Response Schedule, Offerers must provide details of at least three clients for whom similar services have been previously provided. Offerers must ensure persons nominated below are agreeable to being contacted with regards to this Offer.

Reference #1:

Company Name:	Caloundra Health Service
Contact Name:	Mr Mark Fennah
Position Title:	Assistant Director of Medical Imaging
Contact Address:	Dept of Medical Imaging Caloundra Health Service West Terrace Caloundra Qld 4551
Contact Phone:	07 5436 8950
Contact Email:	mark_fennah@health.qld.gov.au
Detailed description of services previously provided for this client:	All CT services for Caloundra Hospital. In-patients, DEM & Out-patients. Patient's came to our practice, some via ambulance. Films were returned with the patients and reports were returned via Fax and e-mail. The contract included after-hours and weekend scans and reports. Verbal reports were provided by the Radiologist who could log on from laptop. Verified reports were provided next business morning.
Approximate timeframe for services previously provided for this client:	August 2006 – August 2009
Approximate contract value of the above previous services:	08/09 F/Y \$295,000 excl GST
Additional comments:	Contract concluded when Caloundra commissioned their own CT scanner.

Reference #2:

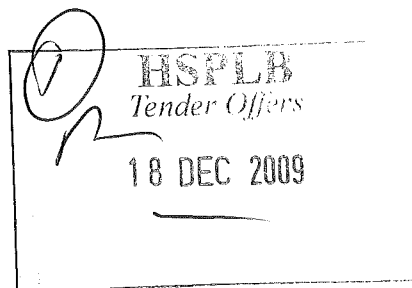
Company Name:	South West District – Roma, Injune, Surat, Mitchell, St George, Dirranbandi, Mungindi, Charleville, Quilpie, Augathella, Cunnamulla, Thargomindah.
Contact Name:	Judy Kilvert
Position Title:	Radiographer in Charge (Roma)
Contact Address:	Roma Hospital PO BOX 124 ROMA QLD 4455
Contact Phone:	4624 2764
Contact Email:	judith_kilvert@health.qld.gov.au
Detailed description of services previously provided for this client:	Teleradiology reporting. Images are sent in from all sites via CD and we upload them onto our PACS. Reports are distributed back via fax. Turnaround is under 24hours.
Approximate timeframe for services previously provided for this client:	November 2006 - present
Approximate contract value of the above previous services:	08/09 F/Y \$90,000 excl GST

Tender Offers

18 DEC 2009

Reference #3:	
Company Name:	Rural Medical Imaging, Innisfail
Contact Name:	Mark Giffin
Position Title:	Director
Contact Address:	Innisfail Hospital 87 Rankin Street INNISFAIL QLD 4860
Contact Phone:	4061 5425
Contact Email:	ruralmedicalimaging@bigpond.com
Detailed description of services previously provided for this client:	Teleradiology reporting. Images are sent via a VPN to our PACS. Reports are sent back via HL7 messaging. Turn around is within 24 hours.
Approximate timeframe for services previously provided for this client:	November 2006 - present
Approximate contract value of the above previous services:	08/09 F/Y \$38,000 excl GST

Offerer's Name:	X-Ray & Imaging Pty Ltd
Date:	16 December 2009



RTI

RECEIVED



Pages 85 through 86 redacted for the following reasons:

Out of scope - relates to irrelevant information under section 73 of the RTI Act. Pages contain insurance information.

RTI
RELEASE

DECLARATION OF INTEREST AND POSSIBLE INFLUENCES

In submitting an offer in response to the Request for Offer, the Offerer warrants that to the best of its knowledge and belief and subject to any disclosures detailed below:

- (a) no family, business or pecuniary relationships exist between the Parties to this Offer Process that would adversely impact on this Request for Offer or any Contract arising as a result of this Offer Process;
- (b) neither the Offerer nor its officers or employees have:
 - (i) engaged in any unethical behaviour or sought and/or obtained an unfair advantage; or
 - (ii) received or will receive any pecuniary or in-kind advantage from any other Offerer, in relation to this Offer Process;
- (c) no officer, employee, contractor or family member associated with the Offerer is or has been engaged by Queensland Health in a position or role that in any way relates back to this Offer;
- (d) no officer, employee, contractor or family member associated with Queensland Health has been offered any benefit or inducement associated with this Offer, including any offer relating to employment; and
- (e) other than specified below, neither the Offerer nor any of its officer or employees have or are likely to have any Conflict of Interest.

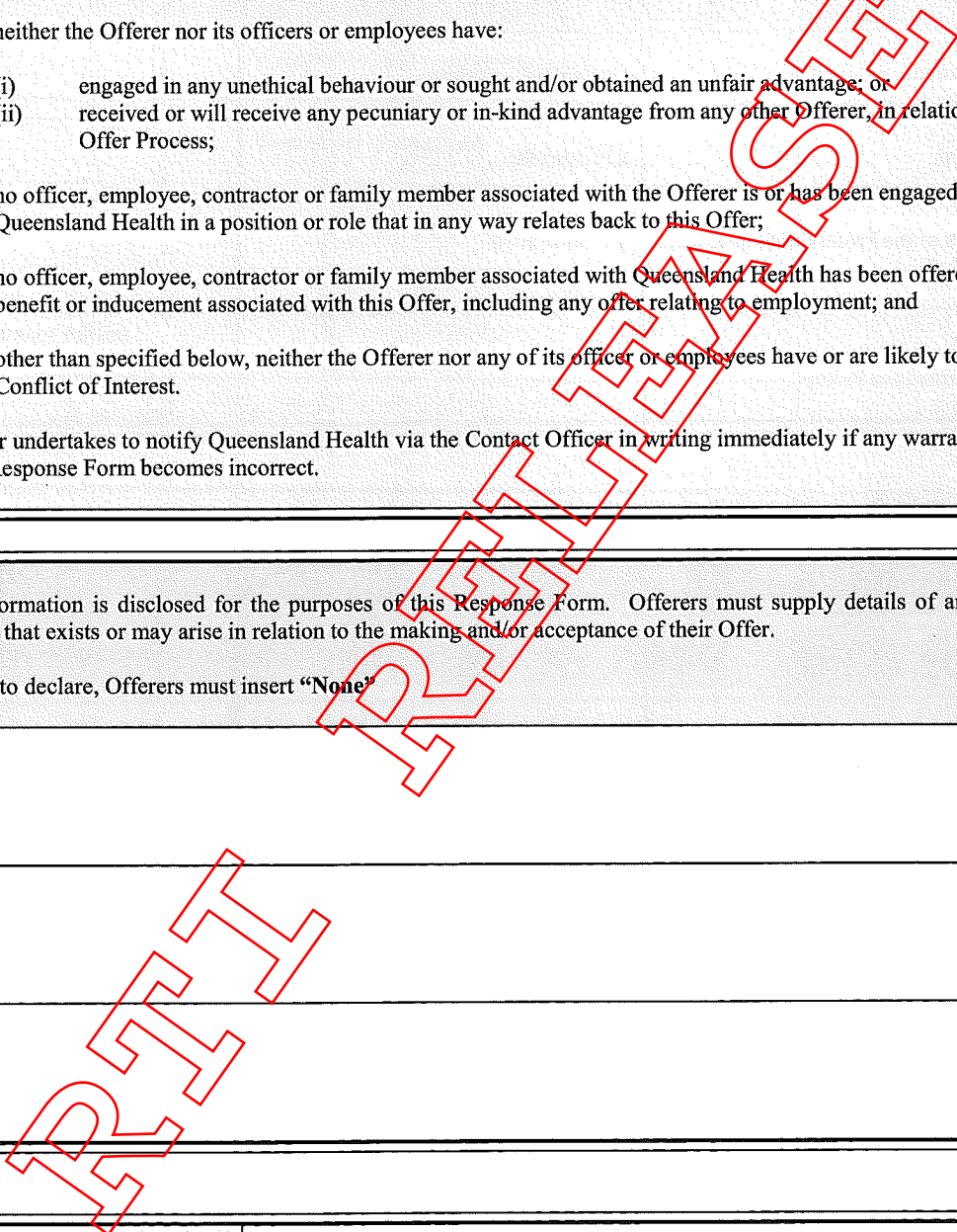
The Offerer further undertakes to notify Queensland Health via the Contact Officer in writing immediately if any warranty contained in this Response Form becomes incorrect.

The following information is disclosed for the purposes of this Response Form. Offerers must supply details of any possible conflict of interest that exists or may arise in relation to the making and/or acceptance of their Offer.

If there is nothing to declare, Offerers must insert "None"

None

Offerer's Name:	X-Ray & Imaging Pty Ltd
Date:	16 th December 2009



STATEMENT OF COMPETITIVE NEUTRALITY

<p>Government owned entities seeking to supply to the Queensland Government are required to indicate whether their Offer for the provision of Services complies with the competitive neutrality principles of the Offerer's jurisdiction.</p>	
<p>If Statement of Competitive Neutrality Is not applicable in some of all areas please <input checked="" type="checkbox"/> the appropriate "Not Applicable" box and sign this Statement.</p>	
<p>To be completed by Government owned entities external to Queensland</p> <p>For government owned entities outside Queensland, including local government and other State and Federal government Customers, the Offer has been priced to comply with the competitive neutrality principles of the government of the Offerer's jurisdiction.</p> <p style="text-align: right;">Compliant <input type="checkbox"/> or Not Applicable <input checked="" type="checkbox"/></p>	
<p>To be completed by Queensland Government owned entities</p> <p>For Queensland government owned entities, the Offer has been priced to comply with the Queensland Government's policy statement for the application of competitive neutrality to government business activities, "<i>Competitive neutrality, and Queensland Government Business Activities</i>" located at www.treasury.qld.gov.au.</p> <p style="text-align: right;">Compliant <input type="checkbox"/> or Not Applicable <input checked="" type="checkbox"/></p>	
<p>To be completed by Queensland Local Government owned entities</p> <p>The Offer has been priced to comply with the competitive neutrality policy arrangements established by the Queensland Government.</p> <p style="text-align: right;">Compliant <input type="checkbox"/> or Not Applicable <input checked="" type="checkbox"/></p>	

Offerer's Name:	X-Ray & Imaging Pty Ltd
Date:	16 th December 2009

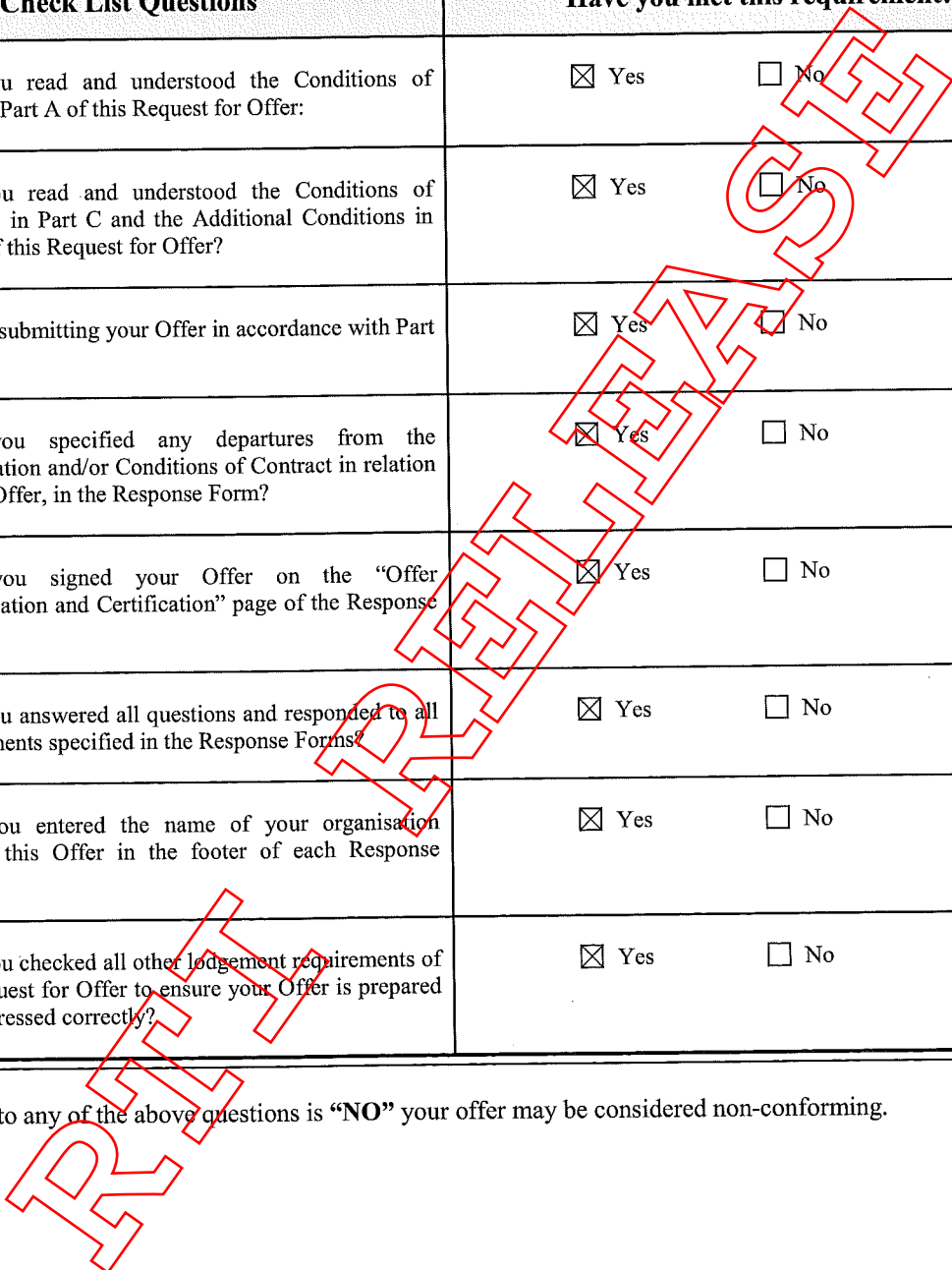
PRTI

CHECK LIST

The Check List is provided to assist Offerers submitting a conforming Offer. The list is not exhaustive and should not be relied upon as the sole quality check. Prior to submitting an offer, Offerers should use the following check list to ensure that all key information has been complied:

Check List Questions	Have you met this requirement:
1. Have you read and understood the Conditions of Offer, in Part A of this Request for Offer:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you read and understood the Conditions of Contract, in Part C and the Additional Conditions in Part D of this Request for Offer?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Are you submitting your Offer in accordance with Part A?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. Have you specified any departures from the Specification and/or Conditions of Contract in relation to your Offer, in the Response Form?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you signed your Offer on the "Offer Authorisation and Certification" page of the Response Form?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. Have you answered all questions and responded to all requirements specified in the Response Forms?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. Have you entered the name of your organisation making this Offer in the footer of each Response Form?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Have you checked all other lodgement requirements of the Request for Offer to ensure your Offer is prepared and addressed correctly?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

If your answer to any of the above questions is "NO" your offer may be considered non-conforming.



COMPANY PROFILE – X-RAY & IMAGING



APPENDIX 1

Company History

In 2004 Dr Richard Langford left his post as the Director of Radiology at Nambour Base Hospital to open his own private facility in Caloundra. His idea was to provide local clinicians and their patients comprehensively Bulk Billed private medical imaging. This practice would become the first of its kind on the Sunshine Coast.

As the only non corporately owned company at the time, X-Ray & Imaging sort to differentiate itself by instituting the following basic principals. All of which are still in place today.

- **X-Ray & Imaging utilize the best equipment available at the time.**
- **Only the most skilled and dedicated patient-orientated staff would be employed.**
- **Patients, referrers and staff come before profits.**

The practice gained immediate popularity for its efficient patient orientated service. Within months, clinicians from neighbouring Coolool began lobbying to get X-Ray & Imaging's service locally. As a result, X-Ray & Imaging Coolool opened its doors in January 2006.

After a period of consolidation, X-Ray & Imaging experienced rapid expansion into Noosa, Cooroy and Chancellor Park with another site opening in Kawana a year later. After the success of the first two practices, staffing of the next four became easy with X-Ray & Imaging becoming the employer of choice with motivated staff keen to use the best equipment available.

Again, these sites gained immediate popularity with local clinicians and their patients.

X-Ray & Imaging currently own and operate three comprehensive practices in Caloundra, Kawana & Noosa as well as three satellite practices in Cooroy, Coolool, and Chancellor Park; all of which have been profitable within the first 2 months of operation and continue to be so.

Rural Services

Rural Services was originally set up to supplement X-Ray & Imaging's income when the company first opened up in 2004. By providing reports for radiographer run practices in remote areas of Queensland, rural services could utilize the spare time of Radiologists and typists during the early stages of X-Ray & Imaging.

Initially rural services provided typed radiologist reports for just two small privately owned practices – Maleny & Childers. The competitive rates and rapid report turnaround times meant that other sites began requesting Rural Services reporting.

Now, Rural Services provides reporting solutions for 7 private imaging practices as well as the South West Health Service District of Queensland Health which includes 12 rural hospitals. Reports are all returned within 24 hours of receiving the images and relevant paperwork.

Accreditation

X-Ray & Imaging Pty Ltd is accredited under the Diagnostic Imaging Accreditation Scheme Standards as required by the Australian Government Department of Health and Aging.

Comrad

In March 2009 X-Ray & Imaging installed a Comrad Radiology Information System (RIS) and fully integrated it with our Picture Archiving and Communicating System (PACS) and Dictation system.

After the early stages of this installation (which proved to be the most challenging time in the company's history) COMRAD has proven to take X-Ray & Imaging's reporting service to a new level by enabling:

- Faster turnaround times as work can be performed by the next available Radiologists and typists.
- Cases given priority are always the next case to be reported and typed ensuring a turnaround time of minutes.
- Specific case types can be directed to specific Radiologists depending upon their special interests and expertise.
- Back up Radiologists are able to log into the system to report incompleated cases at the end of each day. This leaves a redundancy of around 150 cases that can be completed each day in the event of Radiologist sickness or excessive workload.
- Reports sent automatically upon Radiologist verification.
- Studies can be easily compared with previous images.
- 2nd opinions between Radiologists can be obtained immediately.

Future

X-Ray & Imaging now have practices across the full length of the Sunshine Coast. To increase in practice numbers would require moving outside of our local area which goes against the local 'non corporate' ethos with which the company began. As such, it is the Rural Services section of the company in which X-Ray & Imaging will plan future expansion. The status of the company as a preferred employer ensures the availability of the necessary staff (radiologists, typists and administrators). This allows for an unlimited growth potential in this area.

Reporting System

Although there are several ways in which images and reports can be sent and received, the below method has proved to be by far the most efficient.

1. **Images are sent** through a secure VPN (virtual private network) directly to X-Ray & Imaging's server. This can be automated using a PACS or Compression Server. X-Ray & Imaging are willing to install a compression server, at our expense, at your site to achieve this. This will remain the property of X-Ray & Imaging but will serve no other purpose than to send images out of the Government Hospital.
2. **The Images arrive** at the X-Ray & Imaging server where the details are added into COMRAD by our telerad administrator* and given relevant priority.
3. **The Radiologist reports upon the case** in accordance with their speciality, availability or knowledge of the specific case.
4. **The report is typed** by the first available typist. Reports are stored in COMRAD as digital voice files and can be typed by the next available typist (on any given day there will be around 7-8 typists on the system- this ensures that reports are typed within minutes of the report being made).
5. **The report is verified by the Radiologist.** Once the report has been typed, it automatically returns to the Radiologist's screen to be verified.
6. **The report is sent** automatically to the referring site upon verification. Reports can be received in either or both of the methods below:
 - Encrypted HL7 email system Medical Objects
 - Fax
 - Post

*The telerad administrator is a dedicated administrator who ensures the smooth running of the reporting services. Their main tasks include:

- **Ensure that all patient details are correct and entered into COMRAD.**
- **Check that all relevant paperwork and films have been sent correctly. In the event of any missing films, details or request forms- the telerad administrator will contact the referring site to locate what is missing.**
- **Ensure the Radiologist has all the relevant information in which to make the report.**
- **Act as a single point of contact for the hospital site should there be any queries.**

The telerad administrator position is a full time post with one person being responsible for its efficiency. Three others are also trained in this position to cover holiday and sickness.

Radiologist workflows and reporting capacity

Currently, X-Ray & Imaging have five reporting Radiologists. Two on the east coast of Australia and two on the West coast who receive the images electronically. The time difference between QLD and WA allows for an extra two hours of reporting time each day. Images that arrive at 5.05pm can still be returned on the same day.

In February 2010 a third radiologist will be added to the east coast team working out of Kawana. Whilst this Radiologist will ensure that complex interventional studies and procedures can be performed at Kawana it will also increase X-Ray & Imaging's reporting capacity significantly. Should the need to increase capacity further, Radiologists currently on stand by can be linked up to the COMRAD system to meet any requirements. This can be achieved within a few days.

It is this extra capacity that ensures that government hospital requirements can be easily fulfilled from the first day.

Radiologist Selection

As an established privately owned practice located on the Sunshine Coast, X-Ray & Imaging have no shortage of Radiologists available to offer their services. As such, only the highest standard of Radiologists who meet strict criteria are ever employed. This criteria ensures that all radiologists display:

- Outstanding technical ability
- Unquestionable ethical values
- A history of exceptional standards in diagnostic radiology
- An outstanding reputation

Before any radiologist is employed they must first complete a set period of locum work to ensure that their reputation and references are accurate.

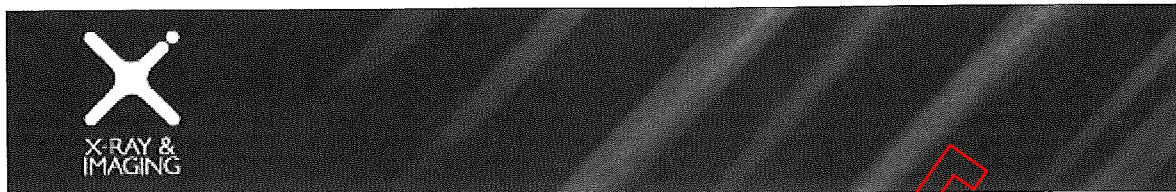
Redact Page

Pages 92 through 110 redacted for the following reasons:
-----Out of scope - relates to irrelevant information under section 73 of the RTI Act. Pages contain curricula vitae, qualification information.

RTI RELEASE



APPENDIX 4



TAX INVOICE

ABN: 69 109 170 612

Date: 08/12/09

Invoice No: 0000001

Attn: Accounts Payable
 Logan Hospital
 PO Box 500
 LOGAN QLD 1234

PRELIMINARY

Example Only

Description – Radiology reporting services provided for Logan Hospital from 1 st Nov to 30 th Nov 2009.	
75 patients for 100 examinations (see attached report for details)	
A. Normal Business Hours – 80 examinations	s.47(3)(b) - Cont
B. Outside Business Hours – 15 examinations	
C. Weekends and Public Holidays – 5 examinations	
TOTAL	
GST	
Total due including GST	\$1,650.00

Terms: 21 Days

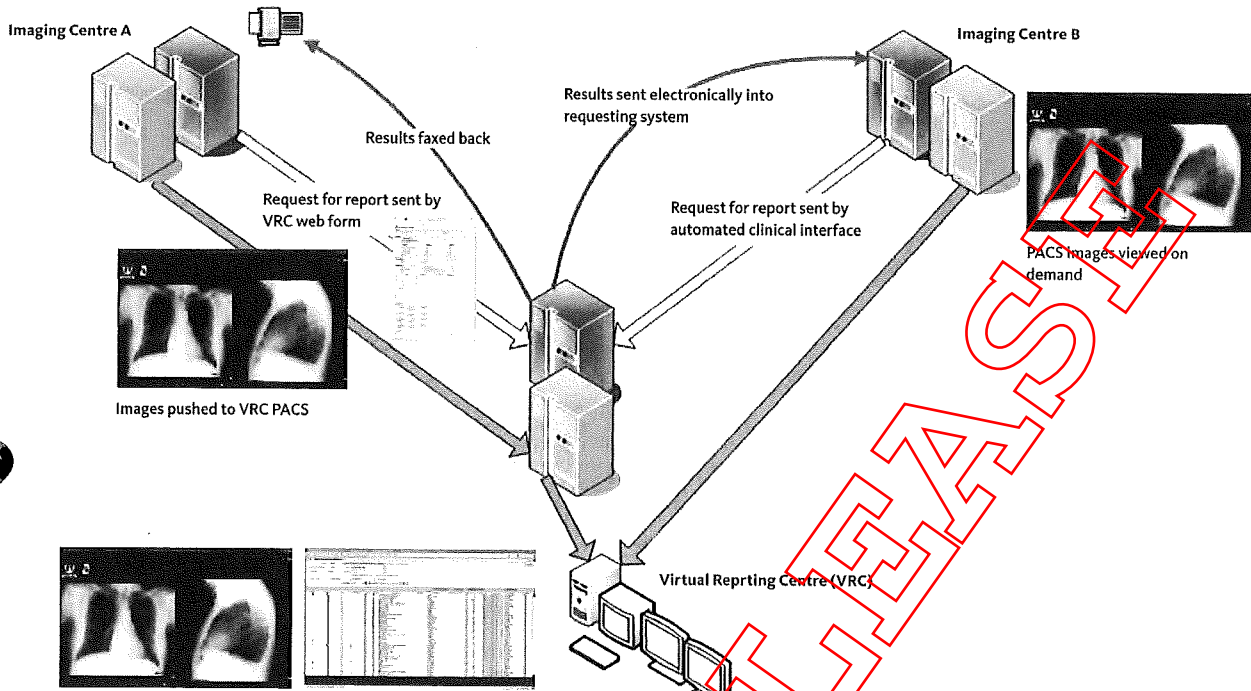
EFT: Acct name: X-Ray & Imaging Caloundra Pty Ltd
 ANZ Maroochydore, Queensland
 Acct No: 01xxxx - 49xxxxxx

Do Not Pay

Megan Unwin
 Accounts Payable and Receivable
 X-Ray & Imaging Pty Ltd

P: (07) 5351 0200
 F: (07) 5351 0299
 E: meganu@xrayimaging.com.au

NETWORK WORKFLOW DIAGRAM



RELEASED

RTT



Pages 113 through 115 redacted for the following reasons:

Out of scope - relates to irrelevant information under section 73 of the RTI Act. Pages contain insurance information.

RTI
RELEASES