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The State of Queensland acting through the Department of  
Health

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The person specified in item 1 of schedule 1  
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# Radiology Services Agreement

## 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)

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## 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.
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## 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, notarisaton, 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 Patient”** means the services provided to a patient determined 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 by the Hospital as eligible for a rebate from Medicare.

**“Business Day”** means a day which is not a Saturday, Sunday or bank or public holiday in Cairns.

**“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 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).

- (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.

“**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:

**“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.

**“Medicare Schedule Fee”** means the amount for the Services designated by the Commonwealth Department of Health and Aging, as described in the Commonwealth Medicare Benefits Schedule and amended from time to time.

**“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.

**“Private Patient”** means a patient who is referred for Radiologist Services who elects and consents to have the Radiologist Services performed privately at the Hospital.

**“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 Regulation 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 Regulation 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 Regulation 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 Regulation 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 Medical Board of Queensland 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)), the *Health Practitioner Regulation National Law Act 2009* (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 within 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, damages, 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 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 no 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

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# SCHEDULE 1

## AGREEMENT DETAILS

Item 1	Supplier	Name: Radiology SA Pty Ltd ABN: 77 112 255 106 Address: PO Box 1072 North Adelaide SA 5006
Item 2	Commencement Date	26 April 2010 with limited services Lead Time: Eight (8) weeks Full services to commence 01 July 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	Cairns and Hinterland Health Service District
Item 5	Hospital	Cairns Base Hospital Mossman Multi Purpose Health Service Innisfail Hospital Tully Hospital Atherton Hospital Mareeba Hospital Yarrabah Hospital Babinda Hospital Croydon Hospital Georgetown Hospital
Item 6	Approved Radiologists	Dr John Chan Dr Robert Cooper Dr David Croser Dr Glenn Drogemuller Dr Gerald Fon Dr Timothy Geake Dr Vivian Hall Dr Bronte Hockley Dr Evelyn Kat Dr MaryAnn King Dr Adam Koukourou

		Dr Brett Lorraine Dr Keigh Mosel Dr Ramon Pathi Dr Garry John Reece Dr Nicholas Rice Dr Brian Roache Dr Susie Saloniklis Dr Avninder (Nindi) Sandhu Dr John Sykes Dr Lynette Taylor Dr Christopher Whisson Dr Michael Wilks
Item 7	Loaned Medical Imaging Equipment	Nil
Item 8	Particulars for notices	<b>Queensland Health</b> Delivery address: Cairns Base Hospital The Esplanade Cairns QLD 4870 Postal address: PO Box 902 Cairns QLD 870 Fax No: 07 4031 1168 Attention: District Chief Executive Officer  <b>Supplier</b> Delivery address: 79 Fullarton Road Kent Town SA 067 Postal address: PO Box 1072 North Adelaide SA 5006 Fax No: (08) 8402 0247 Attention: Jon Lennon-George
Item 9	Supplier's Premises	79 Fullarton Road, Kent Town SA 5067



## 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		Yes

#### 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.

### 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

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PART 2 – OFF-SITE IMAGING SERVICES

Not required.

PTI RELEASE

## PART 3 – ON-SITE IMAGING SERVICES

### 3.1 Type of On-site Services

Queensland Health may require the Supplier to undertake at the Cairns Base Hospital any of the following types of diagnostic imaging procedures (or any additional diagnostic imaging procedures agreed between the parties) (Diagnostic Imaging Procedures) on a patient:

<b>GROUP 13 – DIAGNOSTIC RADIOGRAPHY</b>		
<i>Item No.</i>	<i>Procedure</i>	<i>Required</i>
<b>Subgroup 7 - Radiographic examination of urinary tract</b>		
58706	Intravenous Pyelography	Yes
58715	Retrograde Pyelogram, Nephrostogram	Yes
58718	Cystogram, Urethrogram	Yes
58721	Micturating Cystourethrogram	Yes
<b>Subgroup 8 - Radiographic examination of alimentary tract and biliary system</b>		
58909	GI Swallow, Meal, Follow Through	Yes
58916	Small Bowel Series	Yes
58921	Barium/Gastrografin Enema	Yes
58927	T-Tube Cholangiogram	Yes
58939	Defaecogram	Yes
<b>Subgroup 12 - Radiographic examination with opaque or contrast media</b>		
59700	Discogram	Yes
59703	Dacrocystogram	Yes
59712	Hysterosalpinogram (HSG)	Yes
59718	Venogram (arm/leg)	Yes
59724	Myelogram (cervical, thoracic, lumbar)	Yes
59735	Sialogram	Yes
59739	Sinogram, Fistulogram	Yes
59751	Arthrogram	Yes
<b>Subgroup 15 - Fluoroscopic examination</b>		
60503	Lumbar Puncture	Yes
60503	Joint Injections (facet jt, hip etc)	Yes
	Nerve Root Block (Fluoro/CT Guided)	Yes

GROUP 13 – DIAGNOSTIC RADIOGRAPHY		
Item No.	Procedure	Required
<b>Subgroup 13 - Angiography</b>		
60000	Angiography - head & neck	Yes
60012	Angiography – thorax	Yes
60024	Angiography – abdomen	Yes
60036	Angiography – peripheral	Yes
<b>Subgroup 17 - Interventional techniques + surgical procedures</b> (*radiology and surgical MBS numbers to be used for billing purposes)		
61109	Cholangiogram -- Percutaneous	Yes
	Gastromy Tube Insertion	Yes
	Nephrostomy -- Percutaneous	Yes
	Insertion of Stent/Drain - Fluoro/US/CT Guided	Yes
	Drainage/Aspiration - Fluoroscopy/US/CT Guided	Yes
	Biopsy - Fluoroscopy/US/CT Guided	Yes
	Catheter Insertion -- PICC	Yes
	Catheter Insertion - Central Venous	Yes
	Catheter Insertion -- Hickman's/Portocath	Yes
35300	Angioplasty	Yes
35306	Vascular Stent Insertion	Yes

### 3.2 Scope of On-site Imaging Services

- (a) The Onsite Services include the undertaking of the Diagnostic Imaging Procedure and the reading and reporting on that procedure.
- (b) If Queensland Health requires the Supplier to undertake a Diagnostic Imaging Procedure on a patient, Queensland Health must provide a written request to the Supplier:
- (c) Each request must specify:
  - (i) the nature of the diagnostic imaging procedure to be performed;
  - (ii) relevant clinical information; and
  - (iii) the timeframe in which the request is to be completed.
- (d) The Supplier must ensure that it is able to receive requests 24 hours per day on every day of the year.

- (e) The Supplier must perform all Diagnostic Imaging Procedures required to be undertaken as part of the On-site Services at the Hospital.
- (f) The Supplier must provide each diagnostic image and report in the form (if any) required by Queensland Health from time to time.

### 3.3 Attendance onsite

The Supplier must ensure that an Approved Radiologist attends the Cairns Base Hospital at the times required by clause 3.4 of this Part 3 of Schedule 2 to provide On-site Services.

### 3.4 Time for performance of On-Site Imaging Services

- (a) The Supplier must ensure that an Approved Radiologist provides the On-site Services minimum of 12.5 hours per week (for 52 weeks of each year of the Agreement) between 8.30am to 5.00 pm Monday to Friday excluding public holidays at the Cairns Base Hospital (**Normal Working Hours**) during scheduled session times (**Sessions**) reasonably determined by Queensland Health in consultation with the Supplier.
- (b) The Supplier must ensure that an Approved Radiologist continues to provide the On-site Services at the conclusion of a Session for an additional period if reasonably requested to do so by Queensland Health.
- (c) The Supplier must ensure that an Approved Radiologist:
  - (i) is on-call and able to be contacted by Queensland Health by telephone or telephone message facility without undue delay outside of Normal Working Hours during the scheduled on-call times (**On-Call Periods**) reasonably determined by Queensland Health in consultation with the Supplier; and
  - (ii) provides the Onsite Services:
    - (A) during On-Call Periods; and
    - (B) at other times outside of Normal Working Hours in the event of a genuine medical emergency,if reasonably requested to do so by Queensland Health.

## PART 4 – RADIOLOGIST SERVICES

### 4.1 Scope of Radiologist Services

- (a) The Supplier must ensure that an Approved Radiologist attends the Cairns Base Hospital at times required by **clause 4.2** of this **Part 4 of Schedule 2** to provide Radiological Services and related activities including those specified in **clause 4.1(b)** and **(c)** of this **Part 4 of Schedule 2** at the Cairns Base Hospital under the supervision and as directed by the Executive Director or Medical Services.
- (b) The Supplier shall ensure that an Approved Radiologist provides clinical consultation/advice to clinical staff at the hospital, whilst providing Reporting Services on-site at the hospital.
- (c) The Supplier shall ensure that an Approved Radiologist participates in Meetings/educational sessions at the hospital including the following:
  - (i) Clinical Governance including: audits, incident review meetings, preparation of protocols and guidelines etc.
  - (ii) Educational sessions
  - (iii) Managerial meetings including: attendance at Directors' meetings and advice in relation to function and future direction.

### 4.2 Time for performance of Radiologist Services

- (a) The Supplier must ensure that an Approved Radiologist provides the services between 8.30am to 5.00pm Monday to Friday excluding public holidays at the Cairns Base Hospital (**Normal Working Hours**) during scheduled session times (**Sessions**) reasonably determined by Queensland Health in consultation with the Supplier as under:
  - (i) Clinical consultation/advice whilst providing Reporting Services on-site - for a minimum of 52.5 hours per week (for 52 weeks of each year of the Agreement)
  - (ii) Meetings/educational sessions - for a minimum of 6 hours per week (for 52 weeks of each year of the Agreement)
- (b) For Clinical consultation/advice and On-site Reporting Services the Supplier must ensure that an Approved Radiologist continues to provide the services at the conclusion of a Session for an additional period if reasonably requested to do so by Queensland Health.
- (c) For Clinical consultation/advice and On-site Reporting Services the Supplier must ensure that an Approved Radiologist provides the services:
  - (i) for additional session times reasonably requested to do so by Queensland Health in consultation with the Supplier; and
  - (ii) at other times outside of Normal Working Hours in the event of a genuine medical emergency, if reasonably requested to do so by Queensland Health.

# SCHEDULE 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 (30-60 minutes)	Priority (4 hours)	Intermediate (24 hours)	Routine (3 Business Days)
<b>Group 11 – Ultrasound</b>	<div style="font-size: 4em; color: red; opacity: 0.5; transform: rotate(-45deg); pointer-events: none;">                     PRELIMINARY                 </div>			
Subgroup 1 – General				
Subgroup 2 – Cardiac				
Subgroup 3 - Vascular				
Subgroup 4 – Urological				
Subgroup 5 – Obs & Gynae				
Subgroup 6 - Musculoskeletal				
<b>Group 12 – Computerised Tomography</b>				
<b>Group 13 – Diagnostic Radiography</b>				
Plain Films				
<b>Group 15 – Magnetic Resonance Imaging</b>				



**PART 1 - REPORTING SERVICES**

- (B) BUSINESS DAYS OUTSIDE NORMAL WORKING HOURS
- (C) DURING WEEKENDS AND PUBLIC HOLIDAYS

*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 (30-60 minutes)	Priority (4 hours)	Intermediate (24 hours)	Routine (3 Business Days)
<b>Group 11 – Ultrasound</b>	<div style="font-size: 4em; color: red; opacity: 0.5; transform: rotate(-45deg); pointer-events: none;">                     RELEASED                      RTT                 </div>			
Subgroup 1 – General				
Subgroup 2 – Cardiac				
Subgroup 3 - Vascular				
Subgroup 4 – Urological				
Subgroup 5 – Obs & Gynae				
Subgroup 6 - Musculoskeletal				
<b>Group 12 – Computerised Tomography</b>				
<b>Group 13 – Diagnostic Radiography</b>				
Plain Films				
<b>Group 15 – Magnetic Resonance Imaging</b>				

**PART 3 - ON-SITE IMAGING SERVICES**

**(A) SCHEDULED SESSION TIMES**

<b>GROUP 13 – DIAGNOSTIC RADIOGRAPHY</b>			
<b>Item No</b>	<b>Procedure</b>	<b>% of MBS Schedule Fee</b>	
<b>Subgroup 7 – Radiographic examinations of urinary tract</b>			
58706	Intravenous Pyelography		
58715	Retrograde Pyelogram, Nephrostogram		
58718	Cystogram, Urethrogram		
58721	Micturating Cystourethrogram		
<b>Subgroup 8 - Radiographic examination of alimentary tract and biliary system</b>			
58909	GI Swallow, Meal, Follow Through		
58916	Small Bowel Series		
58921	Barium/Gastrografin Enema		
58927	T-Tube Cholangiogram		
58939	Defaecogram		
<b>Subgroup 12 - Radiographic examination with opaque or contrast media</b>			
59700	Discogram		
59703	Dacrocystogram		
59712	Hysterosalpinogram (HSG)		
59718	Venogram (arm/leg)		
59724	Myelogram (cervical, thoracic, lumbar)		
59733	Sialogram		
59739	Sinogram, Fistulogram		
59751	Arthrogram		
<b>Subgroup 15 - Fluoroscopic examination</b>			
60503	Lumbar Puncture		
60503	Joint Injections (facet jt, hip etc)		
	Nerve Root Block (Fluoro/CT Guided)		
<b>Subgroup 13 - Angiography</b>			
60000	Angiography - head & neck		
60012	Angiography – thorax		
60024	Angiography – abdomen		
60036	Angiography – peripheral		
<b>Subgroup 17 - Interventional techniques + surgical procedures</b> (*radiology and surgical MBS numbers to be used for billing purposes)			
61109	Cholangiogram – Percutaneous		
	Gastromy Tube Insertion		
	Nephrostomy – Percutaneous		
	Insertion of Stent/Drain - Fluoro/US/CT Guided		
	Drainage/Aspiration - Fluoroscopy/US/CT Guided		
	Biopsy - Fluoroscopy/US/CT Guided		
	Catheter Insertion – PICC		
	Catheter Insertion - Central Venous		
	Catheter Insertion – Hickman's/Portocath		
35300	Angioplasty		
35306	Vascular Stent Insertion		

**PART 3 - ON-SITE IMAGING SERVICES**

**(B) ON-CALL PERIODS**

**(C) ALL OTHER TIMES** (In the event of a genuine medical emergency)

<b>GROUP 13 – DIAGNOSTIC RADIOGRAPHY</b>		
<b>Item No</b>	<b>Procedure</b>	<b>% of MBS Schedule Fee</b>
<b>Subgroup 7 – Radiographic examinations of urinary tract</b>		
58706	Intravenous Pyelography	
58715	Retrograde Pyelogram, Nephrostogram	
58718	Cystogram, Urethrogram	
58721	Micturating Cystourethrogram	
<b>Subgroup 8 - Radiographic examination of alimentary tract and biliary system</b>		
58909	GI Swallow, Meal, Follow Through	
58916	Small Bowel Series	
58921	Barium/Gastrografin Enema	
58927	T-Tube Cholangiogram	
58939	Defaecogram	
<b>Subgroup 12 - Radiographic examination with opaque or contrast media</b>		
59700	Discogram	
59703	Dacrocystogram	
59712	Hysterosalpinogram (HSG)	
59718	Venogram (arm/leg)	
59724	Myelogram (cervical, thoracic, lumbar)	
59733	Sialogram	
59739	Sinogram, Fistulogram	
59751	Arthrogram	
<b>Subgroup 15 - Fluoroscopic examination</b>		
60503	Lumbar Puncture	
60503	Joint Injections (facet jt, hip etc)	
	Nerve Root Block (Fluoro/CT Guided)	
<b>Subgroup 13 - Angiography</b>		
60000	Angiography - head & neck	
60012	Angiography -- thorax	
60024	Angiography -- abdomen	
60036	Angiography -- peripheral	
<b>Subgroup 17 - Interventional techniques + surgical procedures</b> (*radiology and surgical MBS numbers to be used for billing purposes)		
61109	Cholangiogram - Percutaneous	
	Gastroscopy Tube Insertion	
	Nephrostomy - Percutaneous	
	Insertion of Stent/Drain - Fluoro/US/CT Guided	
	Drainage/Aspiration - Fluoroscopy/US/CT Guided	
	Biopsy - Fluoroscopy/US/CT Guided	
	Catheter Insertion - PICC	
	Catheter Insertion - Central Venous	
	Catheter Insertion - Hickman's/Portocath	
35300	Angioplasty	
35306	Vascular Stent Insertion	

**PART 4 – RADIOLOGIST SERVICES**

Clause No in Part 4 of Schedule 2	Time for Provision of Services	Hourly Rate Offered
4.2(a)(i)	Sessions (Clinical consultation/advice)	
4.2(a)(ii)	Sessions (Meetings/education)	
4.3(b)	Continuation of Scheduled Sessions	
4.3(c)(i)	Additional Sessions	
4.3(c)(ii)	Genuine Medical Emergency	
List any conditions that apply to the hourly rates offered.		After-hours call-back for procedure or opinion: minimum of three (3) hours

Variations to the Hourly Rate	
State the basis upon which any variations to the hourly rate will be calculated.	Variations by mutual agreement

RTI RELEASED

**PART 5 – PRIVATE AND BILLABLE PATIENTS**

- 5.1 In consideration of the Supplier providing the Services to Private Patients and Billable Patients, Queensland Health must pay the Supplier on a monthly basis in respect of the Services as set out in Schedule 3 of the Medicare Schedule Fee charged to the Private Patients and Billable Patients for the Services provided under this Agreement.
- 5.2 Queensland Health agrees to act as a billing agent for the Supplier in respect to the billing of Private Patients and Billable Patients under the MBS.

RTI  
RELEASED

## 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
2. Procedural availability
3. Meetings and education

#### 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

**Indicator Area 2: Procedural Availability**

Median waiting time for in-patient CT, ultrasound, diagnostic radiography and MRI in-patient diagnostic imaging procedures

Median waiting time for out-patient CT, ultrasound, diagnostic radiography and MRI in-patient diagnostic imaging procedures

**Indicator 3: Meetings and education**

**1. Meetings**

The total number of meetings for Clinical Governance

The total number of meetings for Clinical Governance not attended

The total number of Managerial meetings

The total number of Managerial meetings not attended

**2. Education**

The total number of Educational sessions

The total number of Educational sessions not attended

RELEASED

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# 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		<p>A 30% loading will be applied to the reporting services from the commencement date until 30 June 2010.</p> <p>This is to compensate for the reporting service for facilities outside of the Cairns Base Hospital which have a Memorandum of Understanding with another supplier to provide services which expires at 5.00pm on 25 June 2010.</p>
Part D – Additional Conditions		Nil

\* AS DISCUSSED IN THE TENDER MEETING AND SUBSEQUENTLY, NOT ALL INTERVENTIONAL PROCEDURES WILL BE POSSIBLE AT ALL TIMES.

[Redacted Signature Box]

JOE LEMMON-GEORGE

[Redacted Signature Box]

3.12.10.

RTI



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: )

[Redacted Signature Box]

Witness

CLARE CORMAN

Name of Witness (print)

Date: 3.12.10

[Redacted Signature Box]

Officer

Julie Hartley-Jones

District Chief Executive Officer

Cairns & Hinterland Health Service District  
Name of Officer (print)

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

[Redacted Signature Box]

Witness

Robyn Sam

Name of Witness (print)

Date: 06/10/10

[Redacted Signature Box]

Officer

Jean Lennon-George

Name of Officer (print)

RELEASABLE

RTI

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## Submission to HSPL Management Committee

**Re: QH503 Provision of Radiology Services for Cairns and Hinterland Health Service District.**  
**A/C: Queensland Health**

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### Scope

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

The current arrangement for the Cairns Base Hospital is due to expire 28 April 2010 and there is no option to extend.

This arrangement is for the Cairns and Hinterland Health Service District.

### 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 PL503/1/1 closed 18 December 2009.

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

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

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Radiology SA Pty Ltd

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## Evaluation of Offers and Recommendations

The arrangement for Cairns and Hinterland Health Service District includes the following services:-

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

Cairns and Hinterland Health Service District does not require Part 3 - Off-Site Imaging Services, as they have CT and MRI equipment on site and would only need to send Nuclear Medicine patients off-site, of which there is only one (1) local provider.

Offers were evaluated at a Radiology Services Advisory Committee (RSAC) on 8 March 2010. Present at the meeting were representatives from Innisfail, Mareeba and the Cairns Base Hospitals and Health Services Purchasing and Logistics.

Offers were short-listed to only those offerers that included an offer for Part 4. Two (2) of the three (3) short-listed offerers, stated that their offer was conditional upon being accepted for multiple types of services. Having a single supplier also reduces administrative costs.

The three (3) short-listed suppliers provided a presentation to the RSAC at the Cairns Base Hospital, on how it was proposed to supply the specified services.

The RSAC recommended the offer received from Radiology SA Pty Ltd due to being the lowest offer received and having positive reference checks.

Radiology SA Pty Ltd
\$3,643,213.18

A summary of all offers received is as follows:-

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	8852	2	1	40	6	50	0	1	
Group 12 - Computerised Tomography	10892	7	7	35	20	30	0	1	
Group 13 - Diagnostic Radiography	X-Ray	79237	1	1	10	1	86	0	1
Group 15 - Magnetic Resonance Imaging	3900	1	0	40	1	57	0	1	

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

Radiology SA Pty Ltd	
3,131,883.75	

Part 3 - On-Site Imaging Services

On-Site Imaging	Estimated number of procedures to be performed 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	
Fluoroscopic Procedures	461	1	0	3	0	26	0	70	
Diagnostic Angiography	57	1	0	3	0	26	0	70	
Interventional	Drainage	32	1	0	3	0	26	0	70
	Biopsy	171	1	0	3	0	26	0	70
	Angioplasty/Stent	2	1	0	3	0	26	0	70

The Supplier must ensure that an Approved Radiologist provides the On-site Services minimum of 12.5 hours per week.

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

Radiology SA Pty Ltd	
\$55,029.43	

Part 4 - Radiologist Services

- Clinical consultation/advice whilst providing Reporting Services on-site - for a minimum of 52.5 hours per week.
- Meetings/educational sessions - for a minimum of 6 hours per week.

Pricing offered was based upon an hourly cost for the minimum number of hours to provide services as specified. (It was expected that the hourly cost offered would be minimal as any reporting services undertaken during the sessions will be charged as per the fees offered for Part 1. This hourly rate allows compensation for time not spent reporting when consultation/advice is required.

Radiology SA Pty Ltd	
\$456,300.00	

**Price Variation Formula/Methodology**

Prices offered for Part 1 and Part 3 is based upon the MBS Scheduled Fee which is current at the time of the study.

Radiology SA Pty Ltd have stated that if the number of examination decrease by more than 15%, they reserve the right to re-negotiate the percentages offered.

Radiology SA Pty Ltd have stated that the hourly rate for Part 4 is subject to variation by mutual agreement.

**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.

Radiology SA Pty 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**

Radiology SA Pty Ltd has stated that are prepared to provide a report for the billable patients at the same fee as for public patients. Currently facilities are able to charge a facility fee of 60% for billable patients, when the image is taken by Queensland Health. Based on the offer from Radiology SA Pty Ltd, the new facility fee would range from [ ] based on the different timeframes required for the reporting.

The percentage of the MBS Scheduled Fee offered by Radiology SA Pty Ltd for Part 1 ranges from [ ]% to [ ]% depending on the modality, when the report is requested and the timeframe required for the report.

The percentage of the MBS Scheduled Fee offered by Radiology SA Pty Ltd for Part 3 ranges from % to % depending on the procedure and when it is required.

Radiology SA Pty Ltd is the current provider of Radiology Services at the Royal Darwin Hospital, which would offer benefits to the Cairns Base Hospital due to being able to network with a similar hospital in Northern Australia which often treats similar patients from rural Australian and overseas locations.

**Previous**



**Recommendation**

1. Recommend that a Contract be entered into with Radiology SA Pty Ltd for the Provision of Radiology Services for the Cairns and Hinterland 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.

2.

**ESTIMATED VALUE - \$7,286,500**

Prepared by:

Sharon Benson  
A/Assistant Manager HTPU  
09/03/2010

Checked by:

Dean Schniplock  
A/Principal Projects Officer  
11/03/2010

**DECISION:**

*Approved*

John Lee   
**Director Procurement Contract Management**  
**Health Services Purchasing and Logistics**  
22/03/2010



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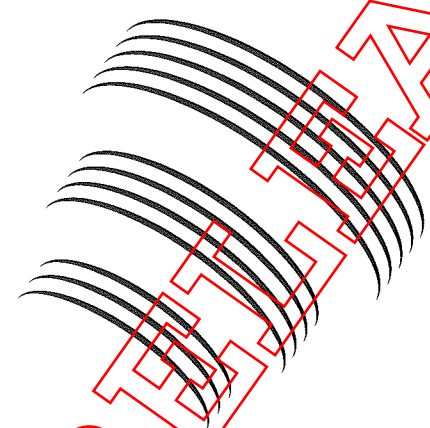
Pages 56 through 84 redacted for the following reasons:  
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RTI RELEASE

DOH-DL-12/13-003



RELEASE



radiology

PTI

Radiology SA is a wholly doctor owned South Australian company. Radiology SA offers a comprehensive Nuclear Medicine and Radiology service.

- X-Ray
- Ultrasound
- Dental Imaging
- Multislice CT and CT Angiography
- CT Colonography
- MRI and MR Angiography
- MR Spectroscopy
- DSA Angiography
- Nuclear Medicine
- Nuclear Cardiology
- Breast Imaging and Biopsy
- Bone Densitometry
- Obstetric and Gynaecological Imaging
- Oncology Imaging
- Neuroradiology
- Musculoskeletal Imaging
- Interventional Radiology



**Key Casse**

MB BS, FRACP

**Neurologist and Nuclear Physician**

Dr. Casse received his neurology fellowship in 1997. Rey subsequently undertook nuclear medicine training at the Austin Repatriation Hospital in Melbourne and The Queen Elizabeth Hospital in Adelaide. Rey holds a public appointment at The Queen Elizabeth Hospital, where he is involved in clinical and research programs, studying functional cerebral imaging in memory disorders, epilepsy and psychiatric disorders.



**John S. F. Chan**

MB BS, FRACP, DDU

**Radiologist**

Dr. Chan spent several years in Whyalla developing skills as a rural radiologist. John's special interest is ultrasound imaging. In particular, John specialises in ultrasound-guided procedures. John's other interests include CT and MRI.



**C. Ghee Chew**

MB BS, FRACP

**Renal and Nuclear Physician**

Dr. Chew has been a Nuclear Medicine Physician since 2000. In Ghee's current appointment at the Royal Adelaide Hospital and in private practice he actively performs all modalities of scintigraphic imaging including holding certification in PET. Ghee has special interests in nuclear cardiology, renal and musculoskeletal scintigraphy. Ghee is also a Renal Physician with the Renal Unit at the Royal Adelaide Hospital.



**Robert Cooper**

MB BS, B Sc, FRANZCR

**Radiologist and Nuclear Medicine Specialist**

Dr. Cooper is a dual trained radiologist and Nuclear Medicine/PET specialist. Robert has a Staff Specialist position at the Royal Adelaide Hospital and has a special interest in oncology imaging, as well as CT and ultrasound guided procedures.



**David Croser**

BM BS, FRANZCR

**Radiologist**

Dr. Croser has worked in Darwin since 2003 and is the Clinical Director of the Darwin Private Hospital Radiology Department. Prior to specialising in radiology David trained in medicine and surgery for three years in England. David's interests include interventional and chest radiology.



**Glenn Drogemuller**

MB BS, FRANZCR

**Radiologist**

Dr. Drogemuller spent 2004 in Adelaide as a Consultant at the Royal Adelaide Hospital. Glenn has recently returned to Darwin and is Clinical Director of Royal Darwin Hospital Radiology Department. Glenn's special interests include angiography and intervention, MRI and trauma imaging.

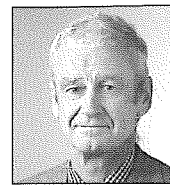


**Gerald Fon**

MB BS, FRANZCR

**Radiologist**

Dr Fon was trained in Adelaide and had spent a further two years in the USA at the University of Tucson in Arizona and the University of California in Los Angeles. Gerald holds a public hospital appointment at Flinders Medical Centre and is active in the teaching and training of Registrars. Gerald's special interests include orthopaedic imaging, neurologic imaging and interventional procedures.



**Tim Geake**

MB BS, MRCP, FRCR (UK)

**Radiologist**

Dr. Geake trained in the United Kingdom and in the United States. Tim's specialty interests are chest imaging and interventional procedures, with other interests including orthopaedic imaging and MRI. Tim is Consultant Radiologist to the Chest Clinic at the Royal Adelaide Hospital.



**Viv Hall**

MB BS, FRANZCR

**Radiologist and Nuclear Medicine Specialist**

Dr Hall completed her MRI Fellowship followed by specialist nuclear medicine training in 1996. Viv has appointments at the Royal Adelaide Hospital and Breast Screen SA. Viv's special interests include oncology, women's imaging and dental imaging.



**Bronte Hockley**

MB BS, FRANZCR, DDU

**Radiologist**

Dr. Hockley has a special interest in musculoskeletal imaging and sports medicine, including a sub-specialty in musculoskeletal and vascular ultrasound. Bronte is a Consultant Radiologist at the Royal Adelaide Hospital.



**Evelyn Kat**

MB BS, FRANZCR

**Radiologist**

Dr. Kat completed a Fellowship in MRI at Flinders Medical Centre in 2002, followed by a position as a Staff Specialist at Flinders Medical Centre. Evelyn's interests include neurologic, orthopaedic and cardiac imaging, CT and ultrasound-guided procedures.

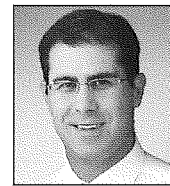


**MaryAnn King**

MB BS, FRANZCR

**Radiologist**

Dr. King has broad general experience in radiology gained from working in South Australia, Northern Territory and the United Kingdom. MaryAnn spent a year as an MRI Fellow at Flinders Medical Centre and has a sub-specialty interest in cross sectional imaging.



**Adam Koukourou**

BM BS (Hons), FRANZCR

**Radiologist**

Dr. Koukourou completed his Radiology Training by undertaking a Fellowship in MRI at Flinders Medical Centre in 2005. Following this, he worked for 4 years in the Northern Territory as a Consultant Radiologist to the Royal Darwin and Darwin Private Hospitals. He now holds a position as a Visiting Specialist at Flinders Medical Centre, whilst maintaining his links with Darwin. Adam's specific areas of interest include imaging and treatment of musculoskeletal and neurologic conditions. He has skills in interventional radiology and has an interest in body imaging, particularly MRI.



**Jon Lennon-George**

General Manager

Jon Lennon-George studied radiography and business administration at the South Australian Institute of Technology. In 1986 Jon commissioned South Australia's first MRI unit at the Royal Adelaide Hospital. Jon has maintained a keen interest in MRI and combined this with an administrative role as the Chief Radiographer at Perrett Medical Imaging. In June 2005 Jon accepted the position of General Manager for Radiology SA.

**Charles Lott**

MB BS, FRCS, FRCR

**Radiologist**

Dr. Lott trained in Adelaide, then the UK, obtaining his FRCS in 1983. Charles studied in Oxford prior to obtaining his FRCR. Charles has a special interest in cardiac CT and MR and is Convener of

RANZCR Cardiovascular SIG. Other special interests are musculoskeletal imaging, interventional radiology, small parts ultrasound and oromaxillary facial imaging. Charles holds Consultant positions at the Repatriation General Hospital and Flinders Medical Centre.

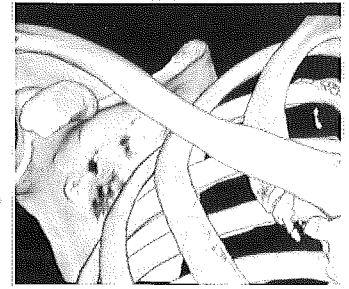
**Susie Saloniklis**

BM BS, FRANZCR

**Managing Partner**

Dr. Saloniklis completed her MRI Fellowship at the Royal Adelaide Hospital in 2003. Susie is a Staff Specialist at the Royal Adelaide Hospital and has an interest in

hepatobiliary and gastrointestinal imaging. Susie also has a Visiting Medical Specialist position at Breast Screen SA and participates in both screening mammography and regular assessment clinics.

**Brett Lorraine**

BM BS, FRANZCR

**Radiologist**

Dr. Lorraine completed a MRI fellowship at the Royal Adelaide Hospital in 2004, and has an interest in cardiothoracic imaging, particularly cardiac MRI and angiography. He

also has an interest in CT guided intervention. Brett holds a consultant position at the Royal Adelaide Hospital and while there, works in close association with the Royal Adelaide cardiology unit.

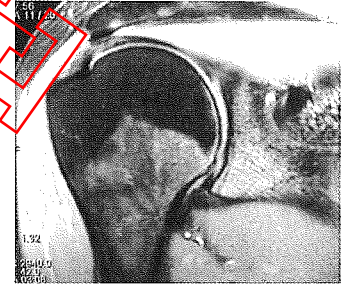
**Nindi Sandhu**

MB BS (London), MRCP (UK), FRCR (UK)

**Neuro & Interventional Radiologist**

Dr. Sandhu trained in the United Kingdom. Nindi undertook postgraduate training at The National Hospital for Nervous

Diseases at Queen Square, London between 1984 and 1986. He has lived in Australia since 1987. Nindi is currently Head of Neuroradiology at the Royal Adelaide Hospital. Nindi's specialty interests are neuroradiology, spinal imaging, interventional radiology and urology.

**Leigh Mosel**

MB BS, FRANZCR

**Radiologist**

Dr Mosel has recently completed Fellowships in MRI and Interventional Radiology at Flinders Medical Centre, after having trained in Adelaide. Leigh currently holds positions as Visiting

Specialist at Flinders Medical Centre and Associate Lecturer at Flinders University. Leigh's special interest areas include Musculoskeletal imaging including sports injuries, Interventional and Neuroradiology.

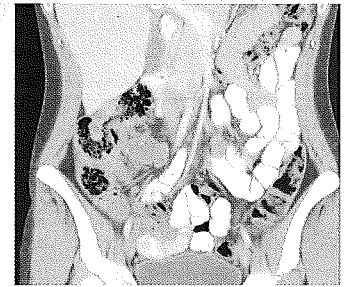
**John Sykes**

MB BS, FRANZCR

**Radiologist**

Dr. Sykes has recently returned to Adelaide after working in Queensland for a number of years. John originally trained in Adelaide and has specialty interests in

orthopaedic and neurologic MRI, as well as CT and ultrasound-guided procedures.

**Ramon Pathi**

MB BS (Hons), FRANZCR

**Radiologist**

Dr Pathi has recently completed Fellowships in MRI and Interventional Radiology at Flinders Medical Centre, after having trained in Adelaide and Darwin. Ramon holds an appointment

as a Visiting Specialist at Flinders Medical Centre. Ramon's specialty interest areas include Hepatobiliary, Abdominal and Interventional Imaging.

**Lynette Taylor**

MB BS, FRANZCR

**Radiologist**

Dr Taylor trained at the Alfred Hospital in Melbourne. Following a fellowship at the Peter MacCallum Cancer Institute, Lynette went on to complete a further MRI fellowship

at Perth Radiological Clinic. Lynette specialises in Musculoskeletal imaging and was the Consultant Radiologist for the Geelong Football Club. Lynette is experienced in MR and CT Arthrography, Therapeutic Joint and Soft Tissue Injections and has a special interest in Neuroradiology and Spinal Imaging.

**John Reece**

MB BS, FRANZCR, FRCR

**Radiologist**

Dr. Reece has specialty interests in interventional radiology, CT and body imaging. John has had appointments as a Senior Visiting

Specialist at the Royal Adelaide Hospital and as an Examiner for the Royal Australian and New Zealand College of Radiologists. Previous appointments also include Clinical Associate Professor of Radiology at the University of Pittsburgh.

**Chris Whisson**

MB BS, FRANZCR

**Radiologist**

Dr Whisson trained in Adelaide and New Zealand, graduating in 1984. Chris worked for several years as a staff specialist at Flinders Medical Centre and currently holds

a Specialist appointment at the Repatriation General Hospital. Chris' specialty interest areas include MRI, Interventional, Respiratory and Vascular Imaging.

**Nick Rice**

B App Sc (Physio), BM BS, FRANZCR

**Radiologist**

Dr. Rice has a background in Physiotherapy, and therefore continues his interest in musculoskeletal imaging. Nick undertook an MRI Fellowship

at the Royal Adelaide Hospital in 2005, and currently holds a position there as a Visiting Medical Specialist. Nick's other interests include CT-guided procedures.

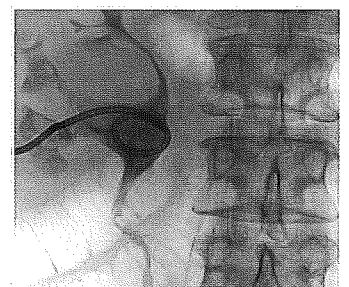
**Mike Wilks**

MB BS, FRANZCR

**Radiologist**

Dr. Wilks is an interventional radiologist who has strong ties to public hospital practice with angiography / interventional radiology appointments at The Royal Adelaide

and Adelaide Woman's and Children's Hospitals. He is the radiologist in charge of our Memorial rooms and supplies an all encompassing vascular, spinal, biopsy, oncological and musculoskeletal interventional service. His diagnostic radiology areas of interest include body and vascular imaging as well as breast imaging. He currently also has a Breast Screen SA appointment.

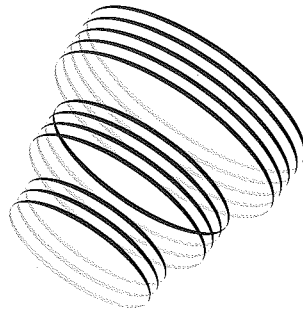
**Brian Roache**

BM BS, FRANZCR

**Radiologist**

Dr. Roache has a particular interest in musculoskeletal ultrasound and image-guided intervention, respiratory imaging including biopsy, head and neck

and body CT and a special interest in gastroenterological disorders. Brian holds a senior visiting Consultant position at Repatriation General Hospital.



# radiology

Please contact Radiology SA to discuss any aspect of the extensive service we provide.

**All Appointments and Enquiries 8402 0200**

**Toll free 1300 732 270**

Facsimile: 8402 0247

PO Box 1072 North Adelaide SA 5006

E [radiologysa@radiologysa.com.au](mailto:radiologysa@radiologysa.com.au) W [www.radiologysa.com.au](http://www.radiologysa.com.au)

**Calvary Central  
Districts Hospital**

T (08) 8402 0202  
F (08) 8402 0210  
25-37 Jarvis Road,  
Elizabeth Vale

**North Eastern  
Community Hospital**

T (08) 8165 9050  
F (08) 8165 9060  
Heading Avenue,  
Campbelltown

**Port Adelaide  
Medical Centre**

T (08) 8403 7402  
F (08) 8403 7410  
60 Marryatt Street  
(Cnr Thomas Place),  
Port Adelaide

**Memorial  
Hospital**

T (08) 8402 0282  
F (08) 8402 0292  
Sir Edwin Smith Avenue,  
North Adelaide

**Calvary North  
Adelaide Hospital**

T (08) 8402 0262  
F (08) 8402 0272  
89 Strangways Terrace,  
North Adelaide

**Marion Medical  
Centre**

T (08) 8306 3831  
F (08) 8306 3839  
199 Sturt Road,  
Seacombe Gardens

**Radiology SA  
Head Office**

T (08) 8402 0200  
F (08) 8402 0247  
79 Fullarton Road,  
Kent Town

5

	Radiology SA Pty Ltd			
	Urgent	Priority	Intermediate	Routine
<b>PART 1 - REPORTING</b>				
<b>(A) BUSINESS DAYS DURING NORMAL WORKING HOURS</b>				
Group 11 – Ultrasound				\$
Group 12 – Computerised Tomography				\$
Group 13 – Diagnostic Radiography - Plain Films				\$
Group 15 – Magnetic Resonance Imaging				\$
<b>(B) BUSINESS DAYS OUTSIDE NORMAL WORKING HOURS</b>				
Group 11 – Ultrasound				\$
Group 12 – Computerised Tomography				\$
Group 13 – Diagnostic Radiography - Plain Films				\$
Group 15 – Magnetic Resonance Imaging				\$
<b>TOTAL ANNUAL REPORTING COST -</b>				\$ 3,131,883.75
<b>PART 3 - ON-SITE IMAGING (Scheduled Sessions)</b>				
Fluoroscopic Procedures				\$
Diagnostic Angiography				\$
Interventional - Drainage				\$
Interventional - Biopsy				\$
Interventional - Venous Access				\$
Interventional - Angioplasty/Stent				\$
<b>TOTAL ANNUAL ON-SITE IMAGING COST -</b>				\$ 55,029.43
<b>PART 4 - RADIOLOGIST SERVICES</b>				
Sessions (Clinical consultation/advice)				\$
Sessions (Meetings/education)				\$
<b>TOTAL ANNUAL RADIOLOGIST COST -</b>				\$ 456,300.00
<b>TOTAL COST FOR ALL SERVICES -</b>				\$ 3,643,213.18
<b>NOTES -</b>				
				Offer is conditional on being accepted for all services.
				If the number of examinations decrease by more than 15% in each category, they reserve the right to re-negotiate the percentages.
				Lead time 8 to 12 weeks
				??? Imaging Partners Online

RTI REQUEST

RTI

(A) BUSINESS DAYS DURING NORMAL WORKING HOURS

**Diagnostic Imaging Procedure**  
**Group 11 – Ultrasound**  
Subgroup 1 – General  
Subgroup 2 – Cardiac  
Subgroup 3 – Vascular  
Subgroup 4 – Urological  
Subgroup 5 – Obs & Gynae  
Subgroup 6 – Musculoskeletal

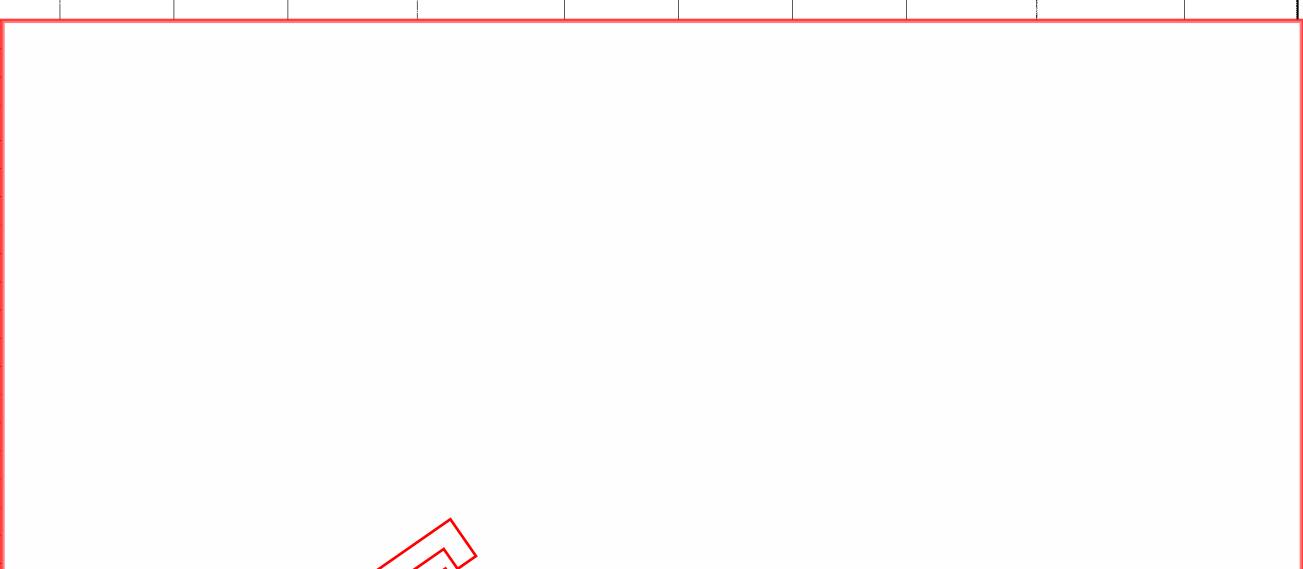
**Group 12 – Computerised Tomography**

**Group 13 – Diagnostic Radiography**  
Plain Films

**Group 15 – Magnetic Resonance Imaging**



Radiology SA Pty Ltd			
Urgent	Priority	Intermediate	Routine
[Redacted]			



(B) BUSINESS DAYS OUTSIDE NORMAL WORKING HOURS

**Diagnostic Imaging Procedure**  
**Group 11 – Ultrasound**  
Subgroup 1 – General  
Subgroup 2 – Cardiac  
Subgroup 3 – Vascular  
Subgroup 4 – Urological  
Subgroup 5 – Obs & Gynae  
Subgroup 6 – Musculoskeletal

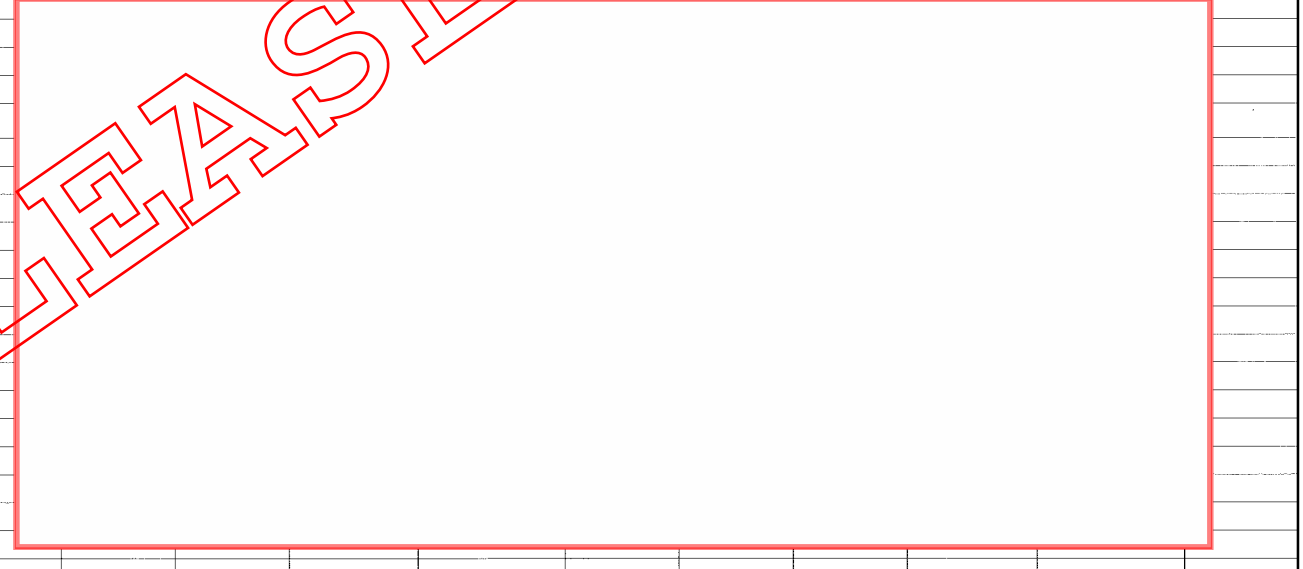
**Group 12 – Computerised Tomography**

**Group 13 – Diagnostic Radiography**  
Plain Films

**Group 15 – Magnetic Resonance Imaging**



Radiology SA Pty Ltd			
Urgent	Priority	Intermediate	Routine
[Redacted]			



(C) DURING WEEKENDS AND PUBLIC HOLIDAYS

**Diagnostic Imaging Procedure**  
**Group 11 – Ultrasound**  
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

**Group 15 – Magnetic Resonance Imaging**



Radiology SA Pty Ltd			
Urgent	Priority	Intermediate	Routine
[Redacted]			



**RTI RELEASE**

**RTI**

Radiology SA Pty Ltd		
Scheduled Sessions	On-Call	Other Times

**Diagnostic Imaging Procedure**

**Subgroup 7 – Radiographic examinations of urinary tract**

- Intravenous Pyelography
- Retrograde Pyelogram, Nephrostogram
- Cystogram, Urethrogram
- Micturating Cystourethrogram

**Subgroup 8 - Radiographic examination of alimentary tract and biliary system**

- GI Swallow, Meal, Follow Through
- Small Bowel Series
- Barium/Gastrografin Enema
- T-Tube Cholangiogram
- Defaecogram

**Subgroup 12 - Radiographic examination with opaque or contrast media**

- Discogram
- Dacrocystogram
- Hysterosalpinogram (HSG)
- Venogram (arm/leg)
- Myelogram (cervical, thoracic, lumbar)
- Sialogram
- Sinogram, Fistulogram
- Arthrogram

**Subgroup 15 - Fluoroscopic examination**

- Lumbar Puncture
- Joint Injections (facet jt, hip etc)
- Nerve Root Block (Fluoro/CT Guided)

**Subgroup 13 - Angiography**

- Angiography - head & neck
- Angiography – thorax
- Angiography – abdomen
- Angiography – peripheral

**Subgroup 17 - Interventional techniques + surgical procedures**

- Cholangiogram – Percutaneous
- Gastromy Tube Insertion
- Nephrostomy – Percutaneous
- Insertion of Stent/Drain - Fluoro/US/CT Guided
- Drainage/Aspiration - Fluoroscopy/US/CT Guided
- Biopsy - Fluoroscopy/US/CT Guided
- Catheter Insertion – PICC
- Catheter Insertion - Central Venous
- Catheter Insertion – Hickman's/Portocath
- Angioplasty
- Vascular Stent Insertion




RELEASE

RTI

PART 4 RADIOLOGIST SERVICES

	Radiology SA Pty Ltd
Sessions (Clinical consultation/advice)	
Sessions (Meetings/education)	
Continuation of Scheduled Sessions	
Additional Sessions	
Genuine Medical Emergency	
Conditions	
Reporting - 52.5 hours x 52 weeks	
Meetings - 6 hours x 52 weeks	
<b>Total</b>	<b>\$ 456,300.00</b>

RTI  
RELEASED



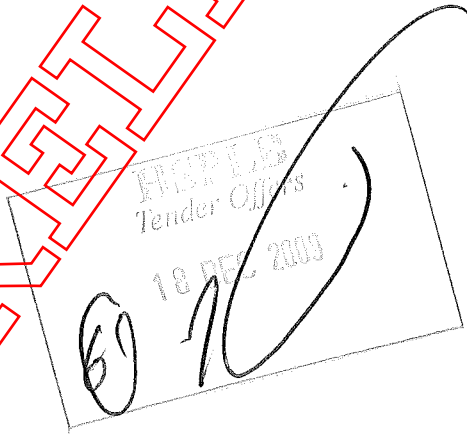
Response to Tender

radiology SA

Provision of Radiology Services for  
Cairns and Hinterland Health Service  
District

RESPONSE TO OFFER FORM

RELEASE



PTI

# PART E – OFFER SUBMISSION

## RESPONSE TO OFFER FORM

**To:** The Senior Director  
 Health Services Purchasing and Logistics  
 Level 4, 200 Adelaide Street  
 Brisbane Qld 4000  
 (GPO Box 48,  
 Brisbane Qld 4001)

**PL File Ref:** PL503/1/1  
**Enquiries:** Sharon Benson  
**Telephone:** [07] 3006 2922  
**Issued:** 30 October 2009

Herewith I submit my offer for:

**OFFER NO PL503/1/1**

**PROVISION OF RADIOLOGY SERVICES FOR CAIRNS AND HINTERLAND 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		
<b>Name of PERSONS/BUSINESS/CORPORATION offering:</b>	Radiology SA Pty Ltd		
<ul style="list-style-type: none"> <li>If Offerer is a company – specify full company name;</li> <li>If Offerer is a trust – specify the names of each trustee of the trust;</li> <li>If Offerer trades under a business name, specify the registered business name;</li> <li>If Offerer is an individual or partnership, specify the full name of each individual or partner.</li> </ul>			
<b>ACN No (if applicable):</b>	112 255 106		
<b>ABN No:</b>	77 112 255 106		
<b>OR</b> if no ABN – have you submitted a ‘Statement by a supplier Reason for not quoting an Australian (ABN) to an enterprise’ form?	Yes	No	n/a
<b>State or Territory where Business /Corporation is registered(*):</b>	South Australia		
<b>Name of Holding Company or Corporate Group(*):</b>	Radiology SA		
<b>Company Profile:</b> (As part of the Offer process, each Offerer must include a copy of their Company’s Profile.) Does your Offer include your Company’s Profile?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
<b>Is the Offerer registered for GST?</b>	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
<b>Postal Address:</b>	PO Box 1072, North Adelaide SA 5006		
<b>Street Address:</b>	168 Ward Street, North Adelaide SA 5006		
<b>Contact Name:</b>	Jon Lennon-George		
<b>Contact Phone No:</b>	08 8402 0245		
<b>Contact Fax No:</b>	08 8402 0247		
<b>Contact E-mail Address:</b>	jlg@radiologysa.com.au		
<b>Is it proposed to sub-contract any part of the Services?</b>	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
If “YES”, specify full name and address of each sub-contractor and their relevant experience and expertise in relation to the offered Services.	Imaging Partners Online will be sub-contracted to perform the after-hours on-call tele-radiology service.		

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

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

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

Signed for an behalf of

RADIOLOGY SA PTN LTD  
[insert Offerer's name]

112 255106  
[insert Offerer's ACN]

77 112 255 106  
[insert Offerer's ABN]

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

this 16th day of DECEMBER 2009  
by

JONATHAN LENNON-GERBE  
[insert full name of Director]

[signature of Director]

SUZANNA SALONIKLIS  
[insert full name of Director/Secretary]

[signature of Director/Secretary]

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/

OR

**Authorisation, Certification and Execution by an offerer (individual or partnership)**

I, the Offerer named below certify that in submitting this Offer:

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

Signed for an behalf of

[insert Offerer's name]

[insert Offerer's ABN]

this ..... day of ..... 2.....  
by

[insert full name of Offerer]

[signature of Offerer]

in the presence of

[insert full name of witness]

[signature of witness]

Where an attorney executes this Offer 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.

(\*) If an offerer is an individual then the relevant sections identified by (\*) will not be applicable.

PTI  
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		

<b>Offerer's Name:</b>	Radiology SA Pty Ltd
<b>Date:</b>	16 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><b>Contractor:</b></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: Radiology SA Pty Ltd</p> <p>ABN: 77 112 255 106</p> <p>Address: PO Box 1072, North Adelaide SA 5006</p> <p>Contact Person: Jon Lennon-George</p>
<p><b>Commencement Date:</b></p>	<p>To be advised.</p>
<p><b>Initial Period:</b></p>	<p>Two (2) years</p>
<p><b>District:</b></p>	<p>Cairns and Hinterland Health Service District</p>
<p><b>Hospital:</b></p> <p>[Insert names of hospitals to which contract applies]</p>	
<p><b>Approved Radiologists:</b></p> <p>[Insert full name of persons the Contractor proposes be approved as personnel performing the services]:</p>	<p>See attached curricula vitae—these represent all of the radiologists in the group.</p>
<p><b>Loaned Medical Equipment:</b></p> <p>[Insert details of any (additional) medical imaging equipment Contractor proposes be made available]:</p> <p>OR</p> <p>[If Contract is to include loan of certain equipment then insert details and shade that aspect in grey].</p>	
<p><b>Notices – Queensland Health address for notices:</b></p> <p>[Insert address for notices]</p> <p>[Insert facsimile no.]</p> <p>[Insert recipient for notices]</p>	<p><b>Address:</b></p> <p><b>Facsimile No:</b></p> <p><b>Attention:</b></p>

INFORMATION	DETAILS
<p><b>Notices – Contractor’s address for notices:</b></p> <p>[Insert address for notices]</p> <p>[Insert facsimile no.]</p> <p>[Insert recipient for notices]</p>	<p>Address: PO Box 1072, North Adelaide SA 5006</p> <p>Facsimile No: 08 8402 0247</p> <p>Attention: Jon Lennon-George</p>
<p><b>Contractor’s Premises:</b></p> <p>[Insert address(es) from which the Contractor proposes to supply the services]</p>	<p>Address: 79 Fullarton Road, Kent Town SA 5067</p> <p>Address:</p> <p>Address:</p>

<b>Offerer’s Name:</b>	Radiology SA Pty Ltd
<b>Date:</b>	16 December 2009

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## 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 (30 minutes)	Priority (4 hours)	Intermediate (24 hours)	Routine (3 Business Days)
<b>Group 11 – Ultrasound</b>	<b>RELEAS</b>			
Subgroup 1 – General				
Subgroup 2 – Cardiac				
Subgroup 3 - Vascular				
Subgroup 4 – Urological				
Subgroup 5 – Obs & Gynae				
Subgroup 6 - Musculoskeletal				
<b>Group 12 – Computerised Tomography</b>				
<b>Group 13 – Diagnostic Radiography</b>				
Plain Films				
<b>Group 15 – Magnetic Resonance Imaging</b>				

Offerer's Name:	Radiology SA Pty Ltd
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**(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 (30 minutes)	Priority (4 hours)	Intermediate (24 hours)	Routine (3 Business Days)
<b>Group 11 – Ultrasound</b>	<div style="font-size: 4em; color: red; opacity: 0.5; transform: rotate(-45deg); display: inline-block;">                     RELEASED                 </div>			
Subgroup 1 – General				
Subgroup 2 – Cardiac				
Subgroup 3 - Vascular				
Subgroup 4 – Urological				
Subgroup 5 – Obs & Gynae				
Subgroup 6 - Musculoskeletal				
<b>Group 12 – Computerised Tomography</b>				
<b>Group 13 – Diagnostic Radiography</b>				
Plain Films				
<b>Group 15 – Magnetic Resonance Imaging</b>				

Offerer's Name:	Radiology SA Pty Ltd
Date:	16 December 2009

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**(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)
<b>Group 11 – Ultrasound</b>	<div style="font-size: 4em; color: red; opacity: 0.5; transform: rotate(-45deg); display: inline-block;">RELEASED</div>			
Subgroup 1 – General				
Subgroup 2 – Cardiac				
Subgroup 3 - Vascular				
Subgroup 4 – Urological				
Subgroup 5 – Obs & Gynae				
Subgroup 6 - Musculoskeletal				
<b>Group 12 – Computerised Tomography</b>				
<b>Group 13 – Diagnostic Radiography</b>				
Plain Films				
<b>Group 15 – Magnetic Resonance Imaging</b>				

<b>Offerer's Name:</b>	Radiology SA Pty Ltd
<b>Date:</b>	16 December 2009

RELEASED

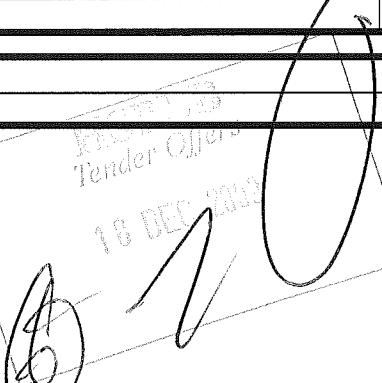
RTT

## SCHEDULE OF PRICES – PART 3 ON-SITE IMAGING SERVICES

### (A) SCHEDULED SESSION TIMES

GROUP 13 – DIAGNOSTIC RADIOGRAPHY		
Item No	Procedure	% of MBS Scheduled Fee
<b>Subgroup 7 – Radiographic examinations of urinary tract</b>		
58706	Intravenous Pyelography	
58715	Retrograde Pyelogram, Nephrostogram	
58718	Cystogram, Urethrogram	
58721	Micturating Cystourethrogram	
<b>Subgroup 8 - Radiographic examination of alimentary tract and biliary system</b>		
58909	GI Swallow, Meal, Follow Through	
58916	Small Bowel Series	
58921	Barium/Gastrografin Enema	
58927	T-Tube Cholangiogram	
58939	Defaecogram	
<b>Subgroup 12 - Radiographic examination with opaque or contrast media</b>		
59700	Discogram	
59703	Dacrocystogram	
59712	Hysterosalpinogram (HSG)	
59718	Venogram (arm/leg)	
59724	Myelogram (cervical, thoracic, lumbar)	
59733	Sialogram	
59739	Sinogram, Fistulogram	
59751	Arthrogram	
<b>Subgroup 15 - Fluoroscopic examination</b>		
60503	Lumbar Puncture	
60503	Joint Injections (facet jt, hip etc)	
	Nerve Root Block (Fluoro/CT Guided)	
<b>Subgroup 13 - Angiography</b>		
60000	Angiography - head & neck	
60012	Angiography – thorax	
60024	Angiography – abdomen	
60036	Angiography – peripheral	
<b>Subgroup 17 - Interventional techniques + surgical procedures</b> (*radiology and surgical MBS numbers to be used for billing purposes)		
61109	Cholangiogram – Percutaneous	
	Gastroscopy Tube Insertion	
	Nephrostomy – Percutaneous	
	Insertion of Stent/Drain - Fluoro/US/CT Guided	
	Drainage/Aspiration - Fluoroscopy/US/CT Guided	
	Biopsy - Fluoroscopy/US/CT Guided	
	Catheter Insertion - PICC	
	Catheter Insertion - Central Venous	
	Catheter Insertion – Hickman's/Portocath	
35300	Angioplasty	
35306	Vascular Stent Insertion	
<b>Offerer's Name:</b>		Radiology SA Pty Ltd
<b>Date:</b>		16 December 2009

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**(B) ON-CALL PERIODS**

<b>GROUP 13 – DIAGNOSTIC RADIOGRAPHY</b>			
<b>Item No</b>	<b>Procedure</b>	<b>% of MBS Scheduled Fee</b>	
<b>Subgroup 7 – Radiographic examinations of urinary tract</b>			
58706	Intravenous Pyelography		
58715	Retrograde Pyelogram, Nephrostogram		
58718	Cystogram, Urethrogram		
58721	Micturating Cystourethrogram		
<b>Subgroup 8 - Radiographic examination of alimentary tract and biliary system</b>			
58909	GI Swallow, Meal, Follow Through		
58916	Small Bowel Series		
58921	Barium/Gastrografin Enema		
58927	T-Tube Cholangiogram		
58939	Defaecogram		
<b>Subgroup 12 - Radiographic examination with opaque or contrast media</b>			
59700	Discogram		
59703	Dacrocystogram		
59712	Hysterosalpinogram (HSG)		
59718	Venogram (arm/leg)		
59724	Myelogram (cervical, thoracic, lumbar)		
59733	Sialogram		
59739	Sinogram, Fistulogram		
59751	Arthrogram		
<b>Subgroup 15 - Fluoroscopic examination</b>			
60503	Lumbar Puncture		
60503	Joint Injections (facet jt, hip etc)		
	Nerve Root Block (Fluoro/CT Guided)		
<b>Subgroup 13 - Angiography</b>			
60000	Angiography - head & neck		
60012	Angiography – thorax		
60024	Angiography – abdomen		
60036	Angiography – peripheral		
<b>Subgroup 17 - Interventional techniques + surgical procedures</b> (*radiology and surgical MBS numbers to be used for billing purposes)			
61109	Cholangiogram – Percutaneous		
	Gastromy Tube Insertion		
	Nephrostomy – Percutaneous		
	Insertion of Stent/Drain - Fluoro/US/CT Guided		
	Drainage/Aspiration - Fluoroscopy/US/CT Guided		
	Biopsy - Fluoroscopy/US/CT Guided		
	Catheter Insertion – PICC		
	Catheter Insertion - Central Venous		
	Catheter Insertion – Hickman's/Portocath		
35300	Angioplasty		
35306	Vascular Stent Insertion		

<b>Offerer's Name:</b>	Radiology SA Pty Ltd
<b>Date:</b>	16 December 2009

(C) ALL OTHER TIMES (In the event of a genuine medical emergency)

GROUP 13 – DIAGNOSTIC RADIOGRAPHY			
Item No	Procedure	% of MBS Scheduled Fee	
<b>Subgroup 7 – Radiographic examinations of urinary tract</b>			
58706	Intravenous Pyelography		
58715	Retrograde Pyelogram, Nephrostogram		
58718	Cystogram, Urethrogram		
58721	Micturating Cystourethrogram		
<b>Subgroup 8 - Radiographic examination of alimentary tract and biliary system</b>			
58909	GI Swallow, Meal, Follow Through		
58916	Small Bowel Series		
58921	Barium/Gastrografin Enema		
58927	T-Tube Cholangiogram		
58939	Defaecogram		
<b>Subgroup 12 - Radiographic examination with opaque or contrast media</b>			
59700	Discogram		
59703	Dacrocystogram		
59712	Hysterosalpinogram (HSG)		
59718	Venogram (arm/leg)		
59724	Myelogram (cervical, thoracic, lumbar)		
59733	Sialogram		
59739	Sinogram, Fistulogram		
59751	Arthrogram		
<b>Subgroup 15 - Fluoroscopic examination</b>			
60503	Lumbar Puncture		
60503	Joint Injections (facet jt, hip etc)		
	Nerve Root Block (Fluoro/CT Guided)		
<b>Subgroup 13 - Angiography</b>			
60000	Angiography - head & neck		
60012	Angiography – thorax		
60024	Angiography – abdomen		
60036	Angiography – peripheral		
<b>Subgroup 17 - Interventional techniques + surgical procedures</b> (*radiology and surgical MBS numbers to be used for billing purposes)			
61109	Cholangiogram – Percutaneous		
	Gastromy Tube Insertion		
	Nephrostomy – Percutaneous		
	Insertion of Stent/Drain - Fluoro/US/CT Guided		
	Drainage/Aspiration - Fluoroscopy/US/CT Guided		
	Biopsy - Fluoroscopy/US/CT Guided		
	Catheter Insertion – PICC		
	Catheter Insertion - Central Venous		
	Catheter Insertion – Hickman's/Portocath		
35300	Angioplasty		
35306	Vascular Stent Insertion		

Offerer's Name:	Radiology SA Pty Ltd
Date:	16 December 2009

**SCHEDULE OF PRICES – PART 4 RADIOLOGIST SERVICES**

Clause No in Part 4 of Schedule 2	Time for Provision of Services	Hourly Rate Offered
4.2(a)(i)	Sessions (Clinical consultation/advice)	
4.2(a)(ii)	Sessions (Meetings/education)	
4.3(b)	Continuation of Scheduled Sessions	
4.3(c)(i)	Additional Sessions	
4.3(c)(ii)	Genuine Medical Emergency	
List any conditions that apply to the hourly rates offered.		
		After-hours call-back for procedure or opinion: minimum of 3 hours.

Variations to the Hourly Rate	
State the basis upon which any variations to the hourly rate will be calculated.	Variation by mutual agreement.

<b>Offerer's Name:</b>	Radiology SA Pty Ltd
<b>Date:</b>	16 December 2009

### SCHEDULE OF PARTICULARS

Question	Response
Are you offering for Reporting Services as specified in Part 1 of Schedule 2?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Are you offering for On-Site Services as specified in Part 3 of Schedule 2?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Are you offering for Radiologist Services as specified in Part 4 of Schedule 2?	<input checked="" type="radio"/> Yes <input type="radio"/> No
If offering for more than one type of service above, are you prepared to enter into a contract with Queensland Health for only one type of service or is your offer conditional on being accepted for multiple types of services? Please give details.	Offer is conditional on being accepted for all services indicated above. Please note: if the number of examinations decreases by more than 15% in each category, we reserve the right to re-negotiate the percentages of scheduled fees.
If your offer is accepted state the lead time required, from date of acceptance, to be in a position to meet service requirements.	CDN have indicated that the lead time for the installation and commissioning of remote reporting workstations is eight (8) to twelve (12) weeks.
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.	See Supplier Capability Statement attached.
Provide details of the offerers experience in providing the specified services or that part of the specified services for which an offer is submitted.	See Knowledge and Experience Statement attached.
Provide clear details on your capacity to provide the services requested in this offer, including extra capacity if you are offering for multiple offers.	Radiology SA has a large pool of doctors to ensure adequate provision of services. In addition, there is sub-specialty expertise, with most doctors also employed in large, public hospitals in Adelaide. This provides a significant advantage in terms of its broad range of sub-specialty skills which, through tele-radiology, can always be called on for a second opinion.
Provide evidence that the staff proposed to provide the offered services are registered or eligible for Registration by the Queensland Medical Board.	Queensland Medical Board Registrations attached
Please indicate which staff are Fellows of RANZCR.	Curricula vitae are attached with details of qualifications.
Provide details of all staff accreditation, including date obtained and level. A copy of the certificate must be attached.	See attached qualifications.
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.	Curricula vitae and skills audits attached.



<p>Where use of electronic reporting is envisaged provide details of the offered proposal on how such might most appropriately be managed.</p>	<p>Reporting at RSA is to be managed as an “extension” of the existing Merlin PACS at CBH. RSA will have 2 report workstations directly linked to the PACS – all data (images and reports) to be transported as per local workflow. For after hours, Radiologists will have access to Merlin Web via VPN token and a verbal report can be given. By June 2010, radiologists will be able to report directly into MWEB after hours.</p>
<p>Please provide an example of invoices detailing the number of reports, priority levels and investigation types.</p>	<p>See attached invoice sample.</p>
<p>Please provide details on how it is envisaged that requests will be received from Queensland Health?</p>	<p>As per existing PACS workflow. The requests will be entered initially via RIPS as a patient registration. This will be then received by Merlin PACS and referral requests will be entered into the patient PACS folder.</p>
<p>Please provide details on how it is envisaged that images will be received from Queensland Health?</p>	<p>As per existing PACS workflow. Once the images are available via the radiographer completing the process in RIPS, the work list will appear. Merlin PACS has inbuilt rules to manage the caching of images from CBH to our off site workstations for efficient reporting.</p>
<p>Are you able to provide each report on a diagnostic image in the form required by Queensland Health?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p>If no, please give details.</p>	
<p>Please provide details on how it is envisaged that reports will be received by Queensland Health?</p>	<p>As per existing PACS workflow. Dictations are transcribed in “M-Typist”, with authorization by radiologist occurring once sent back to Merlin PACS (Local or remote site). A copy of authorized report is kept in RIPS.</p>
<p>Please provide details on how it is envisaged that reports received by Queensland Health will be verified?</p>	<p>As per existing PACS workflow. A feature of Merlin PACS is the ability to authorize from any Merlin PACS workstation within the wider CBH radiology network.</p>
<p>Please provide details on how it is envisaged that validated reports will be integrated into the RIS?</p>	<p>As per existing PACS workflow. This is achieved via the HL7 interface between RIPS and Merlin PACS. Once authorized, Merlin PACS, then Merlin Web and RIPS RIS are updated to “validated” status.</p>
<p>Please provide details of the mechanism that will be used to mitigate against and address technology communication failures?</p>	<p>CDN are providing 3 discrete WAN links to CBH. Two links will transfer data to each Merlin Workstation (1 each) for efficient reporting from both sites. Merlin Web has its own link to Kent Town to ensure remote data availability and provides redundancy in the unlikely event the primary means of reporting is unavailable.</p>
<p>Please provide details of any infrastructure upgrades that may be required to facilitate report validation in the Queensland Health RIS?</p>	<p>None – infrastructure already exists</p>
<p>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?</p>	<p>As above</p>
<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>As above</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>Cairns Base Hospital already receives remote and regular on site support from CDN’s Qld staff. The equipment located within RSA’s premises will be managed, serviced and supported by CDN’s highly skilled SA staff. Regular site visits and PM’s to be scheduled as per ISO9001 requirements.</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>CDN already have a positive 10 year relationship with QLD Health and are committed to streamlining radiology reporting workflows. CDN has long been accepted by QH ICT and continues to abide by their standards and requirements as they advance.</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 style="text-align: center;"> <input checked="" type="radio"/> Yes      <input type="radio"/> No                 </p>

<p><b>Offerer’s Name:</b></p>	<p>Radiology SA Pty Ltd</p>
<p><b>Date:</b></p>	<p>16 December 2009</p>

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### 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.

<b>Reference #1:</b>	
Company Name:	Royal Darwin Hospital
Contact Name:	
Position Title:	
Contact Address:	Royal Darwin Hospital
Contact Phone:	
Contact Email:	
Detailed description of services previously provided for this client:	The doctors of Radiology SA are subcontracted by I-Med to provide the on-site reporting and after-hours/on-call service to the Royal Darwin Hospital. This includes interventional cover 365 days a year and a 24 hour on-call service. All reporting is provided by the Radiologists, including Nuclear Medicine and MRI. Supervision is provided to medical students, technical staff and an accredited radiology registrar. Radiologists present at weekly clinical multi-disciplinary meetings.
Approximate timeframe for services previously provided for this client:	5 years
Approximate contract value of the above previous services:	per year
Additional comments:	
<b>Reference #2:</b>	
Company Name:	Port Augusta Hospital
Contact Name:	
Position Title:	
Contact Address:	Port Augusta Hospital
Contact Phone:	
Contact Email:	
Detailed description of services previously provided for this client:	Under contract to I-Med, provision of the radiology reporting service at Port Augusta Hospital including CT, US, Mammography, plain x-rays and interventional procedures. Radiology SA provides an on-call reporting service 365 days a year.
Approximate timeframe for services previously provided for this client:	5 years
Approximate contract value of the above previous services:	per year
Additional comments:	

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<b>Reference #3:</b>	
Company Name:	Whyalla Hospital
Contact Name:	
Position Title:	
Contact Address:	Whyalla Hospital
Contact Phone:	
Contact Email:	
Detailed description of services previously provided for this client:	Under contract to I-Med, provision of the radiology reporting service at Whyalla Hospital including CT, US, Mammography, plain x-rays and interventional procedures. Radiology SA provides an on-call reporting service 365 days a year.
Approximate timeframe for services previously provided for this client:	5 years
Approximate contract value of the above previous services:	per year
Additional comments:	

<b>Offerer's Name:</b>	Radiology SA Pty Ltd
<b>Date:</b>	16 December 2009



Pages 113 through 114 redacted for the following reasons:  
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## 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

<b>Offerer's Name:</b>	Radiology SA Pty Ltd
<b>Date:</b>	16 December 2009

### STATEMENT OF COMPETITIVE NEUTRALITY

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.

If Statement of Competitive Neutrality Is not applicable in some of all areas please  the appropriate “Not Applicable” box and sign this Statement.

**To be completed by Government owned entities external to Queensland**

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.

Compliant  or Not Applicable

**To be completed by Queensland Government owned entities**

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, “Competitive neutrality, and Queensland Government Business Activities” located at [www.treasury.qld.gov.au](http://www.treasury.qld.gov.au).

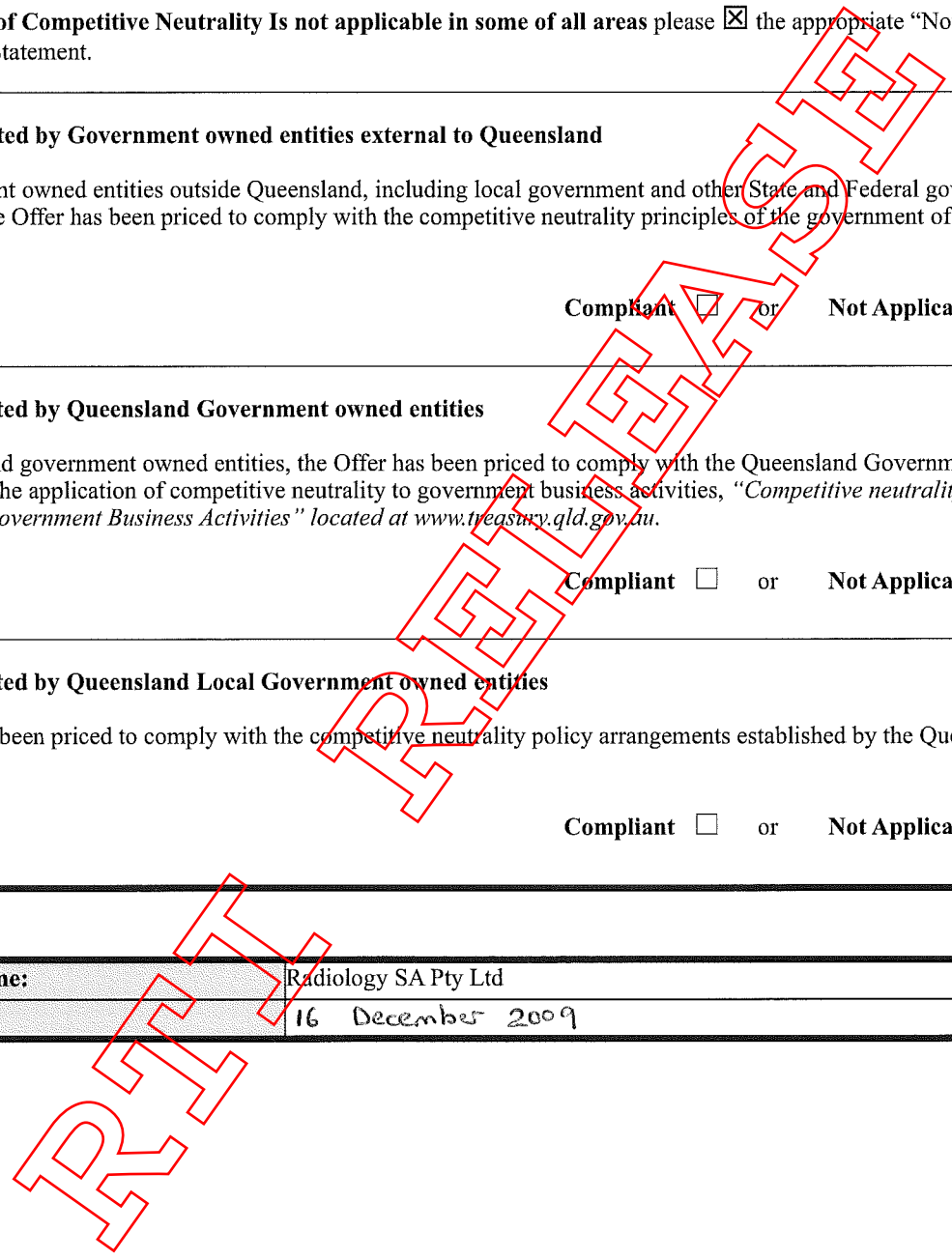
Compliant  or Not Applicable

**To be completed by Queensland Local Government owned entities**

The Offer has been priced to comply with the competitive neutrality policy arrangements established by the Queensland Government.

Compliant  or Not Applicable

<b>Offerer’s Name:</b>	Radiology SA Pty Ltd
<b>Date:</b>	16 December 2009



## 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="radio"/> Yes	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="radio"/> Yes	No
3. Are you submitting your Offer in accordance with Part A?	<input checked="" type="radio"/> Yes	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="radio"/> Yes	No
5. Have you signed your Offer on the “Offer Authorisation and Certification” page of the Response Form?	<input checked="" type="radio"/> Yes	No
6. Have you answered all questions and responded to all requirements specified in the Response Forms?	<input checked="" type="radio"/> Yes	No
7. Have you entered the name of your organisation making this Offer in the footer of each Response Form?	<input checked="" type="radio"/> Yes	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="radio"/> Yes	No

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



COMPANY PROFILE

PTI RELEASES

Organisational Profile	
Registered name of organisation	Radiology SA Pty. Ltd.
Organisation type	Company
Registration details	ACN 112 255 106 Date of Incorporation: 1 July 2005
Registered office address	MHM 121 Greenhill Road UNLEY SA 5061
Australian Business Number (ABN)	77 112 255 106
Website address	<a href="http://radiologysa.com.au/">http://radiologysa.com.au/</a>

Radiology SA is an independent, doctor-owned radiology practice which is committed to providing the highest quality imaging service, both in rural and metropolitan Australia. This specialist radiology service is achieved by significant investment in quality assurance processes, expert personnel, high-end equipment and information technology. It comprises a group of 25 Radiologists and Nuclear Physicians who provide professional services to Radiology SA's Adelaide clinics, and contractor imaging services to clinics in rural South Australia, Northern Territory and New South Wales.

Over 120 technical, nursing and clerical staff are employed throughout Radiology SA's five Adelaide clinics at The Memorial Hospital, Calvary North Adelaide Hospital, North Eastern Community Hospital, Marion Medical Centre and Port Adelaide Medical Centre. The imaging services provided include MRI, CT, Ultrasound, Mammography, Interventional Radiology, Bone Mineral Densitometry, Nuclear Medicine and digital plain x-ray.

Radiology SA is contracted by I-Med to provide on-site imaging services at Whyalla Hospital, Port Augusta Hospital and Port Pirie Hospital (South Australia), Royal Darwin Hospital and Darwin Private Hospital (Northern Territory), and Wagga Wagga Base Hospital and Griffith Base Hospital (New South Wales).

Tele-radiology services are currently provided under contract for sites in rural South Australia, Northern Territory, Queensland, New South Wales and Tasmania.

IMAGING PARTNERS ONLINE

PTI RELEASE

## Imaging Partners Online

Imaging Partners Online is a comprehensive radiology service providing off-site reporting to support existing imaging services.

Imaging Partners Online partners existing imaging services in hospitals, private imaging practices and established medical centres to help manage workload with service provision available 24 hours per day, 7 days a week, 365 days per year.

Imaging Partners Online provides Australia-wide reporting services around the clock via three purpose designed, offsite reporting centres located in Sydney, Melbourne and London. These offices are staffed by experienced radiologists (FRANZCR) who have been trained and are registered in Australia.

In the UK, Imaging Partners Online uses GMC registered, experienced radiologists working from its purpose-built facilities in Richmond, London. Imaging Partners Online is currently undertaking further recruitment of UK trained and registered radiologists to service the UK market.

Our choice of IPO is based on their proven track record in providing a reliable, high quality 24/7 service with superior turnaround times of typed definitive reports. IPO services over 60 hospitals (public and private) in all states of Australia.

Full details of IPO, including their service delivery model and QA processes can be ascertained by referring to their website [www.imagingpartnersonline.com.au](http://www.imagingpartnersonline.com.au).

Currently IPO are providing services to approximately 69 Public and Private Hospitals across 6 states/territories with an interesting mix of large Metropolitan and Regional sites which demonstrates IPO's capacity to service hospitals such as Cairns Base Hospital:

- Queensland: Redcliffe, Noosa, St Andrews, Holy Spirit Northside, Allamanda
- NSW: St Vincents, Westmead Private, Baulkham Hills Private, Port Macquarie, Albury Base, Hawkesbury
- Victoria: Royal Melbourne, Box Hill, Geelong, Angliss, Goulburn Valley Base
- Western Australia: St. John of God Subiaco and Murdoch
- ACT: Calvary Hospital
- South Australia: Modbury Hospital, Mount Gambier

Level 9  
6 O'Connell Street  
SYDNEY NSW 2000  
1800 705 402

SUPPLIER CAPABILITY STATEMENT

PTI RELEASE

## Company Profile

Radiology SA is a partnership providing medical services to the general public. It is an Adelaide based radiology business, which is privately owned and managed by Radiologists and Nuclear Physicians.

## Services Offered

- Plain x-ray
- Ultrasound
- CT scanning
- MRI
- Nuclear Medicine
- Interventional procedures
- Digital Subtraction Angiography
- Bone Mineral Densitometry
- Tele-radiology

## Locations

- Mayo House
- The Memorial Hospital
- Calvary North Adelaide Hospital
- North Eastern Community Hospital
- Marion Medical Centre
- Port Adelaide Medical Centre

## Mission

Radiology SA was established by Radiologists and Nuclear Physicians to provide professional imaging services to the community.

Once acquiring the business from I-Med in 2005, the first objective was to update the imaging equipment to a level considered state-of-the-art. In a few short years there has been a major injection of new equipment including a 128 slice CT scanner, a 64 slice CT scanner, a new DSA unit, an additional 1.5 Tesla MRI unit to accompany an existing 1.5 Tesla MRI rebatable unit, 6 high end Ultrasound Units, CR mammography and plain x-ray, Bone Mineral Densitometry and a PACS system that supports tele-radiology.

Whilst there has been an investment in state-of-the-art equipment, there has been an equal investment in recruiting and retaining highly trained and experienced staff. Recruitment of Radiologists and Nuclear Physicians has occurred easily. Radiology SA has a preference for the doctors to remain in contact with the public hospital system, which has provided the doctors and imaging service of Radiology SA with a wide range of sub-specialist skills.

In 2008 Radiology SA progressed to PACS (Picture Archiving Communication System). This has provided an environmentally friendly workplace, with reduction in chemicals that would normally be involved in film processing. It also has streamlined workflow practices to produce an efficient delivery of health services.

The doctors have a proven ability to manage a radiology business, with the financial capacity to expand services and invest in capital. The management is relatively refined, allowing decisions to be made at the doctor level, streamlining these processes. As the doctors have a direct financial investment in the business, they are driven to ensure it is efficient and successful.

## Staff

Radiology SA is an equal opportunity employer and employs a total of 124 clerical, technical and nursing staff.

## Payment Policy

Radiology SA bulk bills all Healthcare Cardholders, pensioners, and financially disadvantaged patients. Referring doctors should indicate on the request form if a patient is financially disadvantaged.

## Current Service Providers

Radiology SA doctors have had a loyal association with rural South Australia and Northern Territory. They have been exclusively providing the radiology and nuclear medicine reporting service for Royal Darwin Hospital, Port Augusta Hospital, Port Pirie Hospital, and Whyalla Hospital for many years. On-site services are currently being reliably provided along the lines outlined. This is supplemented by tele-reporting from country sites and also from a reporting workstation located at Calvary North Adelaide Hospital. The Radiology SA doctors are well known to the local GPs and specialists.

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KNOWLEDGE AND EXPERIENCE  
STATEMENT

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## Experience in working with government agencies within the human services (health, welfare and housing) sector

Radiology SA doctors have had a long association with both public and private hospitals in South Australia and the Northern Territory.

Radiology SA has been successful by focusing on quality reports, employing experienced and capable staff and providing a reliable service. As a result the Radiologists are often sought to provide reporting services to many areas of Australia.

## Experience in the provision of the nominated service(s)

Radiology SA was formed in July 2005. Since then, Radiology SA doctors have been contracted by I-Med to provide the service at Port Augusta Hospital, Port Pirie Hospital, Whyalla Hospital, and Royal Darwin Hospital. On-site and tele-radiology services have been provided at these hospitals for many years.

Since March 2007, Radiology SA has provided a similar service to Wagga Wagga Base Hospital and Griffith Base Hospital. The interventional skills of our doctors have been a particularly highly appreciated component of the onsite presence. The tele-radiology component of the contract has incorporated work from Queensland, New South Wales and Tasmania. All modalities are reported including MRI, CT, Ultrasound, Nuclear Medicine and plain x-ray. Validated reports are returned within 24 hours, and the last provided audit from I-Med confirmed a 99.9% success rate in achieving this key performance indicator.

## Description of the relevant services

Radiology services to the Royal Darwin Hospital include MRI, CT, Ultrasound, plain x-ray, interventional procedures and digital subtraction angiography. The Hospital services a population of approximately 100,000. Radiology SA doctors are contracted by I-MED to provide this service including on-call with interventionist cover 24 hours a day, 365 days a year. Tele-radiology support is provided from Adelaide.

Radiology services provided to Port Augusta Hospital, Port Pirie Hospital, and Whyalla Hospital include CT, Ultrasound, plain x-ray, interventional procedures and mammography. Radiology SA doctors are contracted by I-MED to provide this service including on-call cover 24 hours a day, 365 days a year. Tele-radiology support is provided from Adelaide.

## The organisations for whom such work is undertaken

- Royal Darwin Hospital.
- Port Augusta Hospital and Regional Health Service.
- Port Pirie Regional Health Service.
- Whyalla Hospital and Health Service.

Locum radiology services have also been provided within the last 12 months at Broken Hill Health Service, Tasmania I-Med sites and Woomambool Public Hospital.

## Nature of the tasks and the period over which the work was undertaken

Radiology SA has been subcontracted by I-MED to supply the professional radiology services, including onsite and after-hours reporting since July 2005. This has entailed providing three full-time radiologists to the Private and Public Hospitals in Darwin and almost 2 FTE radiologists to Port Augusta Hospital, Port Pirie Hospital, and Whyalla Hospital. The radiologists are responsible for the reporting of all imaging modalities and perform all interventional procedures including angiography, biopsies, nerve injections, breast localisation techniques, paediatric procedures, all forms of venous access and all radiologic / fluoroscopic procedures.

Some of the reporting is performed off site via tele-radiology, particularly to provide urgent reports to remote centres. Nuclear Medicine reporting occurs at our Calvary North Adelaide Hospital site. Radiology SA also provides the typing service for this work. There is interventional cover and access to a radiologist for reporting of films 24 hours a day 365 days a year.

The radiologists of Radiology SA are also involved in the clinical management of these sites. Multidisciplinary clinical meetings are co-ordinated and supervision is provided for all staff, in particular the radiology registrars.

## Value of the work undertaken

Radiology SA receives a percentage of billings for the work it is sub-contracted to perform at Port Pirie, Port Augusta, Whyalla and Royal Darwin Hospital. Radiology SA has no direct information to validate the amount of billings received to the company from these sites. In addition to the reporting fee all costs involved in supplying the reporting service including travel, accommodation, Medical Insurance Indemnity cover, and tele-radiology equipment and software are provided by the company.

## Details of adherence to relevant quality standards

Radiology SA reports all completed examinations provided by tele-reporting on the same day, with a validated typed report.

On-site, all examinations presented to the radiologist at the Darwin Public Hospital by 3.30 pm are reported on the same day. Given the limited hospital RICS/PACS system, it is difficult to obtain any quantified measurements, although clerical staff are trained to provide the films to the radiologist in this manner.

Quality and accuracy of radiology reports is reviewed at large weekly multidisciplinary meetings for each of the major subspecialties within the Darwin Public Hospital.

Subspecialty opinions are provided by tele-radiology and with regular rotation of visiting Radiologists. Complex cases are often additionally reviewed by specialists at Royal Adelaide Hospital particularly if they require evacuation to Adelaide for further treatment.

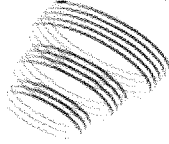
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SAMPLE INVOICE

PTI RELEASE



**radiology SA**

Radiology SA Pty Ltd

PO Box 1072

North Adelaide

SA 5006

Ph: 8402 0200

Fax: 8402 0247

Email: radiologysa@radiologysa.com.au

www.radiologysa.com.au

**TAX INVOICE**

**ABN: 49 114 337 512**

**Invoice No: CBHJUL2010**

**Date: 4 August 2010**

Cairns Base Hospital  
PO Box 902  
Cairns QLD 4870

**Fee for Radiology Services provided**

**Jul-10**

Invoice Amount

GST

**GST Inclusive Amount**

Red outlined boxes for payment details, including a large rectangular box and a smaller one below it.

Payment may be made by direct deposit to:

Acc Name: DXRS Pty Ltd

BSB No: 015 311

Acc No: 8376 57426

Contact: Craig Amor

8402 0248

Due Date:

18 August 2010

**Reporting Services**

			Reports	Schedule Fee Value	%	Reporting Fee
Normal Work Hours	Urgent	Ultrasound	20			
	Urgent	CT	30			
	Urgent	X-Ray	500			
	Urgent	MRI	10			
	Priority	Ultrasound	50			
	Priority	CT	10			
	Priority	X-Ray	200			
	Priority	MRI	2			
	Intermediate	Ultrasound	30			
	Intermediate	CT	10			
	Intermediate	X-Ray	300			
	Intermediate	MRI	5			
	Routine	Ultrasound	500			
	Routine	CT	20			
	Routine	X-Ray	5000			
	Routine	MRI	250			
Outside Normal Hours	Urgent	Ultrasound	15			
	Urgent	CT	10			
	Urgent	X-Ray	90			
	Urgent	MRI	4			
	Priority	Ultrasound				
	Priority	CT				
	Priority	X-Ray				
	Priority	MRI				
	Intermediate	Ultrasound				
	Intermediate	CT	10			
	Intermediate	X-Ray	5			
	Intermediate	MRI				
	Routine	Ultrasound	20			
	Routine	CT	30			
	Routine	X-Ray	20			
	Routine	MRI	20			
Weekends and Public Holidays	Urgent	Ultrasound	4			
	Urgent	CT	10			
	Urgent	X-Ray	18			
	Urgent	MRI	3			
	Priority	Ultrasound	4			
	Priority	CT	10			
	Priority	X-Ray	100			
	Priority	MRI	7			
	Intermediate	Ultrasound	8			
	Intermediate	CT	20			
	Intermediate	X-Ray				
	Intermediate	MRI	4			
	Routine	Ultrasound	20			
	Routine	CT	40			
	Routine	X-Ray	300			
	Routine	MRI	2			

PRELIMINARY

Patient Surname	First Name	Date	Examination	CMB	Schedule Fee	Priority	Percentage	Fee

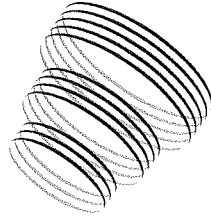
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**Radiology SA Pty Ltd**

ABN 23 208 240 738

*Contact:*

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