

Contract for Engaging the Services of Private Veterinarians during an Emergency Animal Disease (EAD) Response.

1. Purpose

This document provides guidance and essential information for jurisdictions to assist in the development of nationally consistent contracts for the engagement of private veterinarians during EAD responses.

2. Introduction

Some EAD responses that could occur in Australia will require more veterinarians than are currently employed by the government. Private veterinarians may be engaged to assist with an EAD response either as government employees or as contractors.

It is acknowledged that each jurisdiction will have its own standard contracts, taking into account varying state legal and industrial requirements. However it is also desirable that contracts used to engage private veterinarians are as nationally consistent as is possible to avoid issues related to inconsistent arrangements across states (such as those experienced during the equine influenza outbreak in 2007/08).

3. Standard Contract Elements

The following elements should be included by jurisdictions in contracts used for the engagement of private veterinarians in an EAD response:

1. Background - incident information/context

Should contain information such as:

- a. XX Disease was detected in jurisdiction on date. The Agency is leading the emergency response to this outbreak with the aim of XXX.
- b. The Agency requires the services of veterinary surgeons, such as private veterinary practitioners, retired veterinarians or veterinarians in industry, in order to carry out the response and the Veterinary Surgeon intends to participate in the response by providing services in accordance with the Services Specification.
- c. The Minister/CEO and the Veterinary Surgeon wish to record terms and conditions upon which the Veterinary Surgeon will perform the Services.

2. Contractor Details - standard jurisdiction clauses

- a. The contract may be with an individual veterinarian or with a veterinary practice that may be a company or other legal entity.

- b. In the case of the latter the contract needs to have sub contracting clauses in relation to the participating practice personnel, who also need to be listed individually.
 - c. For individual veterinarians, no subcontracting will be permitted.
- 3. **Contracting party (Jurisdiction or Government Department) details**
 - a. Standard jurisdiction clauses.
- 4. **Services to be supplied by contractor**

To be drafted according to the actual response, but may look something like:

 - a. Carry out veterinary duties in accordance with the Emergency Animal Disease Response Plan as directed by the Chief Veterinary Officer /Director /Controller /Section Manager
 - b. Functions may include sample collection, field surveillance, vaccination, or other services as directed.
- 5. **Commencement date and duration**
 - a. It may not be possible to estimate the duration of the response. However, an indicative duration based on the EAD should be provided to assist the private veterinarian to make an informed decision about their involvement.
 - b. The contract may be open-ended or a series of short-term contracts.
- 6. **Termination**
 - a. Standard jurisdiction clauses.
 - b. There must be provision for termination to occur in the event that the response is terminated. This may or may not include a notice period.
- 7. **Items to be supplied by the jurisdiction**
 - a. List specific items to be supplied by the agency, for example personal protective equipment, vehicle, consumables, other equipment.
 - b. Conversely, state items to be supplied by the contractor.
- 8. **Fees to be paid to the contractor**
 - a. Hourly contractor rate - \$180 per hour (as at November 2013. Rates will be reviewed and updated annually by Animal Health Committee).
 - b. Out of pocket expenses - supply of equipment such as personal protective equipment and basic consumables will be the responsibility of the contractor. However equipment may be supplied by the control centre and paid for by the veterinarian to ensure efficiency, biosecurity and consistency. Major response consumables, for example vaccine, will be paid for and supplied by the control centre. Prior approval is required for any expenses to be incurred by the contractor, which will then be eligible for reimbursement upon the provision of receipts.
 - c. Reasonable travel expenses from normal residence/place of employment to the control centre for the purposes of deployment (and return). Once deployed,

ongoing travel to and from the control centre will not be eligible for reimbursement.

- d. Standard accommodation when living away from home while deployed from a control centre (where accommodation is not supplied by the centre).
- e. Standard meal allowances where purchase of meals is necessary. No meal allowance when meals are supplied.
- f. Standard Australian Taxation Office mileage rates when using contractor's own vehicle (does not apply when a government vehicle is supplied).

9. GST

- a. Standard GST clauses. Amounts quoted are exclusive of GST.

10. Engagement of auxiliary staff

- a. Where the use of auxiliary practice staff is required to perform a function by the practice or veterinarian, then a specific hourly rate for these staff should also be specified in the contract.

11. Insurance

The contractor must maintain:

- a. Professional Indemnity insurance of at least \$10M
- b. Public Liability Insurance of at least \$10M
- c. Workers compensation cover if employing staff
- d. Personal accident cover
- e. Comprehensive motor vehicle insurance if using contractor's own vehicle

12. Contractor obligations

The contract must specify the obligations of the contracted party to:

- a. Perform services with professional skill and care, including maintaining animal welfare standards
- b. Comply with applicable Departmental policies, guidelines, requirements and directions
- c. Maintain proper records and provide timely and accurate reports as required
- d. Comply with applicable workplace health and safety legislation, procedures and guidelines
- e. Observe appropriate "stand down" times following contact with infected animals, before attending non-infected, susceptible species. (The Control centre may offer alternative employment arrangements or contractor duties during this period.)
- f. Must abide by confidentiality requirements and refrain from making public or media statements, including through social media, unless prior approval is provided by the jurisdiction (see 18).

13. Contracting body obligations

- a. Standard jurisdiction clauses

14. Indemnity

- a. Standard jurisdiction clauses

15. Professional Registration

- a. The contractor must comply with veterinary registration requirements for the jurisdiction.
- b. If registered in another state, the jurisdiction should ensure as much as is possible that the principles of national recognition of veterinary registration are applied (subject to legislative requirements).

16. Performance criteria

- a. Apart from general contractor obligations, specify any specific performance criteria and/or performance management arrangements.
- b. The contractor must maintain proper records and provide timely and accurate reports as required.

17. Conflict of interest

- a. Must not carry out business or have interests that are in conflict with, or might appear to be in conflict with, the duties and interest under the contract.
- b. Must disclose any actual or potential conflicts of interest.
Examples could include conducting surveillance on properties owned by family members or where the contractor has a financial interest; inducements to provide preferential service (e.g. vaccination) to existing clients.

18. Confidentiality and privacy

- a. The contractor must maintain confidentiality with respect of parties affected by the EAD response and documents or information pertaining to the response, unless specifically given permission by the jurisdiction to do otherwise, or as required by legislation (e.g. providing information to human health departments).
- b. Make reference to applicable privacy legislation.
- c. Contractor must refer media enquiries to the jurisdiction and not make media statements unless approved by the SCC Director, Chief Veterinary Officer or LCC Controller.

19. Code of conduct

The contract should also outline other aspects of the jurisdiction's code of conduct that would be expected to be observed by contractors, for example:

- a. Integrity
- b. Responsiveness
- c. Impartiality
- d. Accountability
- e. Respect
- f. Human Rights

20. Intellectual property

- a. All documents remain the property of the contracting party.

21. Interpretation and definitions

- a. Standard jurisdiction clauses

22. Dispute resolution

- a. Standard jurisdiction clauses
- b. The private veterinarian's supervisor at the State or Local Control Centre should be the first point of contact to resolve disputes or other potential problems.