

# Respiratory Health Monitoring Service Agreement

AGREEMENT made on the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year)

BETWEEN \_\_\_\_\_ ('the Organisation')

AND The Workers Compensation (Dust Diseases) Authority (ABN 13 221 266 401) ('the DDC')

## 1. Objects

- 1.1. The Organisation wishes to have health monitoring by way of a respiratory health monitoring service of certain of its employees and/or agents and/or contractors who may be at risk of exposure to a hazardous dust or chemical.
- 1.2. The DDC agrees to provide a respiratory health monitoring service to the Organisation's employees and/or agents and/or contractors upon the terms and conditions set out in this Agreement.

## 2. Operative Part

- 2.1. "Agreement" means this Agreement and the Service Description Details.
- 2.2. "Organisation" means the organisation specified at the commencement of this Agreement.
- 2.3. "DDC" means the Workers Compensation (Dust Diseases) Authority (ABN 13 221 266 401).
- 2.4. "GST" means any goods and services tax, value added tax or sales tax imposed on the sale or supply of goods, services and rights including but not limited to a tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999 (C'th)* and the related imposition Acts of the Commonwealth.
- 2.5. "Respiratory Health Monitoring Service" means the service set out in the Service Description Details.
- 2.6. "Period of engagement" means the period set out in the Service Description Details.
- 2.7. "Health Monitoring" is as defined in clause 5 of the *Work Health and Safety Regulation 2017 (NSW)*.
- 2.8. "Hazardous Chemical" is as defined in clause 5 of the *Work Health and Safety Regulation 2017 (NSW)*.

## 3. Engagement of the DDC

The Organisation engages the DDC to perform the Respiratory Health Monitoring Service for the Period/s of engagement.

## 4. Fee of the DDC

The Organisation must pay the fee of the DDC specified in the Service Description Details for the performance by the DDC of the Respiratory Health Monitoring Service. The DDC will charge the Organisation for a minimum

30 appointments (plus GST) on any day when the DDC Health Monitoring Service is booked using the Lung Screen Mobile Service.

## **5. Duties of the DDC**

- 5.1. To provide a respiratory health monitoring service at a time and place agreed by the parties.
- 5.2. The DDC will take all appropriate care to avoid risks to all users of the Respiratory Health Monitoring Service. The DDC must perform the Respiratory Health Monitoring Service in a skilful manner and to a professional standard.
- 5.3. If the Respiratory Health Monitoring Service finds any adverse result that is consistent with exposure to the type of hazardous dust provided in the Service Description Details, the DDC will as soon as practicable notify:
  - (a) the employee
  - (b) the Organisation
  - (c) NSW Health for the diagnosis of silicosis and asbestosis
- 5.4. To keep continuously and fully insured against all risks that are usual in the provision of service of a like nature.
- 5.5. To keep a record of the respiratory health monitoring results as per the Work Health and Safety Regulation 2017 which requires that health monitoring records must be kept for 40 years in the case of asbestos exposure and 30 years in the case of crystalline silica exposure.
- 5.6. The DDC will provide a health monitoring report to each employee, agent or contractor examined.
- 5.7. The DDC will provide a health monitoring report to the Organisation.

## **6. Duties of the Organisation**

- 6.1. To advise the DDC of the work that the employees are, or will be, carrying out that has triggered the respiratory health monitoring.
- 6.2. To make health monitoring appointments for the individual employees to fit into the appointment schedule provided by the DDC and to provide all necessary reminders for employees about their health monitoring appointments and screening location.
- 6.3. To advise the employees that they are each required to submit a completed Respiratory Health Monitoring Questionnaire (provided by the DDC) at the time of the health monitoring examination.
- 6.4. To provide the Lung Screen Mobile Service with adequate access and parking facilities.
- 6.5. To provide the Lung Screen Mobile Service with required electricity supply in a safe and accessible manner.
- 6.6. To pay the Fee of the DDC set out in the Service Description Details within 21 days of the date in which the Organisation receives an invoice from the DDC for the Respiratory Health Monitoring Service being performed.

## **7. Dispute Resolution**

The procedure for settling any dispute and grievance that may arise from this Agreement is as follows:

- 7.1. Within five working days of a notice being received of any such grievance or dispute, which is to be in writing, informal discussions to negotiate an appropriate resolution of the dispute or grievance will proceed between the DDC's Manager, Clinical Practice and an appointed representative of the Organisation.

- 7.2. Should the grievance or dispute be unresolved after the completion of the discussions and negotiations referred to in 7.1, so as to avoid litigation and the associated costs thereof, the parties agree to refer such dispute or grievance to mediation with the costs of such mediation to be shared between the parties.
- 7.3. In the event that the mediation is unsuccessful, either the DDC or the Organisation may at the completion of the unsuccessful mediation, seek any appropriate redress through any Court or other statutory body seized with the jurisdiction to resolve any such dispute or grievance.

## **8. Goods and Services Tax (GST)**

- 8.1. Unless expressly stated to be inclusive of GST, the consideration for the supply of goods, services or other things under this Agreement (other than as required by this clause) have been calculated exclusive of GST.
- 8.2. If GST is imposed on a supply made pursuant to this Agreement, the recipient of that supply must pay, in addition to the GST-exclusive consideration, an amount equal to the GST payable by the supplier in respect of the supply. Subject to clause 8.4, any amount payable under this clause 8.2 is payable on the day that payment of the consideration (or part of the consideration) for the supply that has given rise to the obligation to pay GST, is required pursuant to this Agreement, or where the consideration is non-monetary consideration, seven days after the recipient receives a tax invoice for the supply.
- 8.3. If the consideration is expressly stated to be inclusive of GST and if an applicable law increases or decreases the rate of GST, then the consideration (inclusive of GST) will be increased or decreased to take into account the increase or decrease in the rate of GST.
- 8.4. The DDC must ensure that any invoice or other request or demand for payment for supplies provided by it to the Organisation constitutes a tax invoice that will, where applicable, enable the Organisation to claim any tax credits for the GST in respect of supplies to which the invoice relates. No amount will be due and payable by the Organisation in respect of a supply under this Agreement unless the Organisation has received from the party making the supply an invoice which complies with this clause.
- 8.5. Each party will use its reasonable efforts to do everything required by the relevant GST legislation to enable or assist the other party to claim or verify any tax credit, set off, rebate or refund in respect of GST paid or payable in connection with supplies under this Agreement.

## **9. Cancellation of a Health Monitoring booking**

The Organisation may cancel Respiratory Health Monitoring appointments by giving the DDC at least 30 calendar days' notice in writing. Cancellation less than 14 days prior to a booking will result in a cancellation fee of \$100 per appointment (plus GST). Cancellation 15 – 29 days prior to a booking will incur a cancellation fee of \$50 per appointment (plus GST).

## **10. Termination by Organisation**

The Organisation may terminate this Agreement by giving the DDC 30 or more calendar days' notice in writing.

## **11. Termination by DDC**

The DDC may terminate the Agreement by giving the Organisation 30 or more calendar days' notice in writing.

## 12. Acknowledgement

The Organisation and the DDC acknowledge that by entering into this Agreement, the DDC does not create a doctor/patient or like relationship between the DDC and the Organisation or any employees, agents or contractor to whom the DDC provides the Respiratory Health Monitoring Service. Whilst the DDC, its medical staff or employees may reveal to an employee, agent or contractor ancillary health finding other than medical information relevant to the objects of the Respiratory Health Monitoring Service, it is under no obligation to do so.

1. Service Description Details	
<b>ABN:</b>	<b>Workers' Compensation Policy no:</b>
<b>Organisation Name:</b>	<b>Contact Name:</b>
<b>Position Title:</b>	<b>Tel No:</b>
<b>Email:</b>	
<b>Address:</b>	
<b>Invoice address (if applicable):</b>	
<b>Purchase Order No (if applicable):</b>	
<b>SafeWork Issued Notice:</b> <input type="checkbox"/> Yes (Please provide a copy)	
<b>The work that the employees/agents/contractors are, or will be, carrying out that has triggered this respiratory health monitoring.</b>	
<b>Type of work / Industry:</b>	<b>Project Name (if applicable):</b>
<b>Type of hazardous dust:</b> <input type="checkbox"/> Asbestos <input type="checkbox"/> Crystalline Silica <input type="checkbox"/> Other (Please specify):	
<b>If Crystalline Silica, please specify the product:</b> <input type="checkbox"/> Manufactured (Engineered) Stone <input type="checkbox"/> Natural Stone <input type="checkbox"/> Other (Please specify):	
<b>Other hazardous dust exposure details (add extra pages if necessary):</b> Click or tap here to enter text.	

## 2. Periods of Engagement

Examination Date/s	Preferred Facility	Number of appointments (number of workers to be screened)
From:            To:	<input type="checkbox"/> Lung Screen Mobile Unit <input type="checkbox"/> DDC Medical Centre	
From:            To:	<input type="checkbox"/> Lung Screen Mobile Unit <input type="checkbox"/> DDC Medical Centre	

### 3. Screening Location:

3.1 The Lung Screen Mobile Service screens employees at a set rate of 5 consecutive appointments per hour with a minimum of 30 appointments to a maximum of 40 appointments per day.

For Manufacture Stone

3.2 The Lung Screen Mobile Service screens employees at a set rate of 2 consecutive appointments per hour with a minimum of 12 appointments to a maximum of 15 appointments per day.

### 4. Fee of Service:

4.1 The Respiratory Health Monitoring Service fee is \$100.00 per examination appointment (plus GST). 4.2

The DDC will charge the Organisation for booked appointments, including appointments where the employee/agent/contractor did not attend.

4.3 The DDC may charge an examination fee for each unbooked appointment slot if appointment slots are not booked sequentially.

4.4 Where the planned health monitoring examination schedule is protracted by the Organisation, the Organisation may be required to pay for the extended time at a rate of \$500.00 per hour (plus GST).

### 5. Respiratory Health Monitoring Service:

**a) Medical examination:**

Chest x-ray;  
Pulmonary Function Test and/or Spirometry; and  
Respiratory specific examination by a medical practitioner.

**b) Referral for CT scan** can occur during the medical examination or upon the following Specialist review of results.

**c) Consultant Radiologist** reviews and reports on chest x-ray.

**d) Consultant Respiratory Specialist** reviews all the above medical examination results and a health monitoring report is sent to each employees.

**e) A health monitoring report** of each employees is sent to the Organisation.

# Executed as the Respiratory Health Monitoring Service Agreement

## For the Organisation

Signature:

Upload or print  
and sign.

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Name:

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Position:

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Date:

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## For The Workers Compensation (Dust Diseases) Authority (ABN 13 221 266 401)

Signature:

Upload or print  
and sign.

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Name:

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Position:

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Date:

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### Dust Diseases Care

GPO Box 5323, Sydney NSW 2001

**General Phone Enquiries: 1800 550 027**

Fax: 02 9279 1520

Email: [DDCenquiries@icare.nsw.gov.au](mailto:DDCenquiries@icare.nsw.gov.au)

[www.icare.nsw.gov.au](http://www.icare.nsw.gov.au)