Oaths Act 1867

Statutory Declaration

I, **Dr Darren William Robert Neillie** of c/- The Community Forensic Mental Health Service, Biala Community Health Centre, 270 Roma Street in the state of Queensland, do solemnly and sincerely declare that:

What are Dr Neillie's current professional role/s qualifications and memberships?Please provide a copy of Dr Neillie's most recent curriculum vitae

- 1.1 I am a Consultant Forensic Psychiatrist and I currently work in a split role:
 - (a) Two days per week at the Kuranda Ward, which is an in-patient unit within the High Security Inpatient Service (HSIS) at The Park Centre for Mental Health (The Park);
 - (b) Three days per week with the Community Forensic Outreach Service based at Biala City Community Health Centre (Biala).
- 1.2 Attached and marked **DWN-1** is a copy of my curriculum vitae.
- 1.3 My qualifications and memberships are as outlined in my curriculum vitae.
- 2 We understand Dr Neillie held the role of Clinical Director of High Secure Inpatient Services at West Moreton Hospital and Health Service (WMHHS).
- (a) When was Dr Neillie appointed to this position?
- 2.1 I was appointed to the position of Clinical Director, High Secure Inpatient Services at The Park, West Moreton Hospital & Health Services (WMHHS) between November 2007 and July 2014.
- (b) Explain what Dr Neillie's key responsibilities were in this position.
- 2.2 HSIS is the only high secure unit in Queensland and is a State-wide service for patients involved with the criminal justice system, whose assessed level of risk is such that they require assessment and treatment in a high security environment. Generally this is

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individuals in custody with a mental illness who have committed (or are alleged to have committed) a serious violent offence and who require inpatient assessment and treatment. Some of these individuals will be made subject to a forensic order and require continued treatment and rehabilitation in a high security setting.

- 2.3 My key responsibilities in the position of Clinical Director, HSIS were the oversight of clinical service delivery in HSIS. When I commenced in the position, HSIS had 56 beds. Over the following approximately six years, this increased to 70 beds.
- 2.4 In 2013, an Extended Forensic Treatment and Rehabilitation Unit (**EFTRU**) with a capacity of 20 beds was opened at The Park. In my role as Clinical Director, HSIS I was heavily involved in the planning and development of EFTRU and when EFTRU first opened my responsibilities included clinical oversight of that service.

(c) provide copies of Dr Neillie's job description and employment contract.

- 2.5 Attached and marked DWN-2 is a copy of the position description for the role of Clinical Director, HSIS.
- 2.6 Attached and marked **DWN-3** is a copy of my employment contract for that role.

3 Explain Dr Neillie's role and involvement (if any) with the Barrett Adolescent Centre (BAC).

- 3.1 The position of Clinical Director, HSIS does not normally involve any role or direct involvement with BAC.
- 3.2 My involvement with BAC was that:
 - (a) For the period 20 August 2013 to 15 November 2013, I acted in the role of Director of Medical Services, The Park whilst Dr Terry Stedman, who held that substantive role, was on scheduled leave. The role of Director of Medical Services, The Park had line responsibility for the position of Clinical Director, BAC and clinical oversight in respect of the services provided at BAC. In that role, I attended weekly update meetings in relation to the transition of patients from BAC into alternative services

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ahead of the anticipated closure of BAC and I had involvement in engaging other service providers in the transition arrangements for some of the BAC patients.

(b)

3.3 Details of my involvement in the transition arrangements referred to above is set out below in my answers to questions 10 and 11.

4 Explain Dr Neillie's role as Chair of the Statewide Mental Health Clinical Network.

(a) What activities did Dr Neillie undertake as part of this Network?

- 4.1 A Statewide Clinical Network is a group comprising clinicians, carer and consumer representatives whose role is to provide oversight in relation to clinical governance and best practice in clinical services planning and implementation, clinical practice improvement and quality and safety enhancements. The Department of Health has established such networks in a number of medical disciplines including Child and Youth Health, Maternity and Neonatal, Renal, Respiratory, Diabetes and others.
- 4.2 The Statewide Mental Health Alcohol and Other Drugs Clinical Network was established in March 2013. It has secretariat support from within the Mental Health Alcohol & Other Drugs Branch (MHAODB). Its reporting line is to the Deputy Director-General, Department of Health.
- 4.3 Its analytical process is to consider a particular issue and how it applies across the mental health, alcohol and other drugs services sector and formulate advice or recommendations for best practice. The recommendations have no legally binding effect and it is entirely a

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matter for individual hospital and health services whether they adopt any recommendations of the Network

- 4.4 The Mental Health Alcohol and Other Drugs Clinical Network has no role in determining or reviewing clinical service delivery in individual facilities or locations.
- 4.5 The activities I have undertaken as part of the Network are:
 - (a) I am the Chair of the Statewide Mental Health Alcohol and Other Drugs Clinical Network.
 - (b) In June/July 2013, the Network developed an operational plan and guide as to what aspects of mental health, alcohol and other drugs services the Network would work on over the next few years. As Chair, I guided that development.
 - (c) As a member of the Network I have participated in the consideration of issues impacting mental health services and consumers which have come before the Network for opinion and review.

(b) Did this Network consider any matters relating to the BAC and/or the model of care for adolescent mental health services in Queensland?

- 4.6 The Network did not consider any matters specific to BAC. It was not asked to, nor did it, become involved in the decision to close BAC or decision-making as to ongoing care for any BAC patient. That is not the role of the Network.
- 4.7 The Network was not asked to, and did not, consider the model of care for adolescent mental health services in Queensland in the context of matters relating to the BAC or otherwise.
- 4.8 In June 2015, the Network was invited by MHAODB to make comments on a draft Guideline for the Transition of Care for Young People Receiving Mental Health Services, which was being developed by the MHAODB at that time. Aside from providing input on that document, to the best of my recollection the Network has not considered any matters

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relating to the model of care for adolescent mental health services in Queensland since its inception.

5 Did Dr Neillie have any input into the decision to close the BAC, and if so, what was that input?

5.1 I did not have any input into the decision to close BAC.

6 Did WMHHS, the Department of Health or any other Department or any other relevant stakeholder consult with Dr Neillie in relation to the closure of the BAC and/or the future model for adolescent mental health care in Queensland (particularly in relation to Tier 3 – inpatient services)? If so, explain when these consultations occurred, the content of these consultations, any recommendations Dr Neillie made during these consultations (particularly in relation to Tier 3 – inpatient services, continuity of care and new services) and whether Dr Neillie's recommendations were accepted or rejected and why.

- 6.1 I do not recall being consulted prior to the decision to close BAC. Following the decision to close BAC I was involved in consultations with stakeholders to develop transition plans, details of which are described in my answer to Questions 10 and 11.
 - One of the reasons given by the Department of Health for the closure of the BAC was the risk posed to BAC patients by adult patients receiving treatment at The Park – Centre for Mental Health, including at High Secure Inpatient Services (HSIS).
- (a) Explain any incidents that occurred between patients receiving treatment from High Secure Inpatient Services and BAC.
- 7.1 I am not aware of any incidents that occurred between patients receiving treatment from HSIS and BAC.
- 7.2 I am aware that in late 2012, two patients of HSIS went absent without permission
 (AWOP), with one of those patients making his way to Victoria before he was located.
 Whilst no harm came to any member of the public, the incident caused great concern by members of the public, which was reflected in significant media attention and political and

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departmental scrutiny. It demonstrated that security breaches can occur notwithstanding the risk assessment and management process in place.

- (b) Was Dr Neillie, or any members of his team, consulted in relation to the above risk (in particular, the weight to attribute to that risk in deciding the future of the BAC)?
- 7.3 I do not recall being consulted in relation to the risk posed to BAC patients by adult patients receiving treatment at The Park, including at HSIS.
- 7.4 I am not aware of any members of my team being consulted in relation to the risk posed to BAC patients by adult patients receiving treatment at The Park, including at HSIS.
- (c) Did the opening of the Extended Forensic Treatment Rehabilitation Unit (EFTRU), considering the patient intake risk assessments procedures in place for EFTRU, have any risk implications for BAC patients? If so, explain those risk implications and the changes in risk assessment.
- 7.5 The patient cohort for EFTRU is patients who have been in-patients at the HSIS for a considerable period of time and an assessment of their clinical condition and the stability of their condition is that the patient is suitable for transfer to a lower security environment. The goal is for the patient to progress toward being sufficiently stable and support their transfer back into the community. It is a step-down service in which there is a lower level of security than the HSIS but a higher level of monitoring and supervision than treatment provided in the community so that any changes in the patient's condition can be quickly identified. In this way, if an EFTRU's patient condition becomes more unstable such that they are considered to again be higher risk, they are transferred back to HSIS or alternative management plans are implemented in the EFTRU.
- 7.6 As to the risk implications for BAC patients of co-location with EFTRU at The Park:
 - (a) There may have been a perception that there were risk implications for BAC patients in that EFTRU was a new service to Queensland and the patient intake risk assessment procedures for EFTRU, whilst considered robust, were as yet untested.
 - (b) In my opinion, the patient intake risk assessment procedures for EFTRU were robust,

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as was the process of supervision of EFTRU patients designed for early identification of any deterioration in a patient's condition which might change their risk profile. I, therefore, considered that whilst it may have been the perception that there were risk implications for BAC patients, those risks were the subject of a suitable risk management framework.

(c) I accept, however, that even robust risk assessment frameworks do not entirely remove risk, as shown by the 2012 AWOP of two patients from HSIS.

(d) Did Dr Neillie have any involvement in the establishment of processes and the selection of patients considered suitable and transferred from HSIS to EFTRU? If so, explain Dr Neillie's involvement.

- 7.7 I did have involvement in the establishment of processes and the selection of patients considered suitable and transferred from HSIS to EFTRU. In that regard:
 - (a) Over at least 12 months leading up to the opening of EFTRU I had significant involvement in:
 - (i) developing the model of care for EFTRU; and
 - (ii) input into design of the physical environment such as perimeter security, refurbishment of the accommodation villas which were to be the EFTRU accommodation.
 - (b) Once EFTRU was operational, I chaired meetings convened to identify patients in HSIS who were suitable for transfer to EFTRU.
 - (c) The transfer of patients from HSIS to EFTRU requires the agreement of the Director of Mental Health, MHAODB pursuant to the Mental Health Act, as it involves moving a patient from one authorised mental health service to another. I was involved in negotiating with MHAODB to obtain the approvals from the Director of Mental Health on a patient-by-patient basis.
 - (d) I provided oversight of the staged opening of the EFTRU. Within the admission

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criteria for EFTRU, the first patients for transfer were chosen on the basis that they had been on significant Limited Community Treatment (LCT) for quite some time without any negative issues (demonstrating they were a relatively low risk) and their mental state had been stable for a long period. With further graduated opening of beds, individuals transferred were at earlier stages of rehabilitation but nevertheless met admission criteria.

- (e) Explain any recommendations that Dr Neillie, or any members of his team, gave to the Department of Health, WMHHS or any other relevant stakeholder in relation to the above risk?
- 7.8 In light of my response to question 7(b), this question is not applicable.

8 What communications did Dr Neillie receive about the closure date for the BAC and from whom did he receive these communications?

- 8.1 I do not recall receiving any formal communication regarding the closure date for BAC.
- 8.2 During the period 20 August 2013 to 15 November 2013 when I was Acting Director of Medical Services, The Park in the absence of Dr Terry Stedman, I attended BAC Weekly Update Meetings in that role. I was aware from my involvement in those meetings that WMHHS was working towards a target closure date of January 2014. I do not believe this was ever fixed as a definite closure date, however, it was clear to me that this was the timing towards which the transition team was working.
- 9 We understand that WMHHS undertook a process of "Organisational Change" in 2013.
- (a) Did the planned closure of the BAC affect this process, or did this process affect the decision to close the BAC or its operations, in any way? If so, in what way?
- 9.1 While I was in the position of Clinical Director, HSIS significant organisational change occurred at The Park. There has been the expansion of high secure beds, the opening of EFTRU and other services reduced or ceased.

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9.2 I am unable to comment on whether the planned closure of BAC affected such a process.

(b) Did Dr Neillie's role or responsibilities change in any way as a result of this process?

- 9.3 My role remained unchanged during my time as Clinical Director.
- 10 Did Dr Neillie have any involvement in developing, managing and implementing the transition plans for the BAC patients (including, but not limited to identifying, assessing and planning for care, support, service quality and safety risks)? If so:
- (a) Whom was Dr Neillie accountable to and responsible for when he was discharging these responsibilities?
- 10.1 My involvement in developing, managing and implementing transition plans for BAC patients was limited to the period 20 August 2013 to 15 November 2013 when I was Acting Director of Medical Services, The Park in the absence of Dr Terry Stedman
- 10.2 In relation to the work I did as Acting Director of Medical Services, The Park:
 - (a) My line manager was the Executive Director Mental Health and Specialised Services, Sharon Kelly.
 - (b) I was the line manager for the Acting Clinical Director, BAC, Dr Anne Brennan.

(b) What were the key challenges ill the development, management and implementation of the BAC transition plans?

- 10.3 My involvement in the development, management and implementation of BAC transition plans was that:
 - (a) I attended the BAC Weekly Update Meetings, which were attended by Dr Anne Brennan, Dr Elizabeth Hoehn, Dr Leanne Geppert, Sharon Kelly and senior nursing staff from The Park. At these meetings, transition arrangements for BAC was discussed. Dr Brennan would report on progress with transitions, and highlight any

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issues or barriers she or her team were experiencing in establishing an appropriate transition plan for a particular patient. The group would discuss potential solutions and, if appropriate, individuals would take responsibility for taking particular issues forward to advance the transition plan.

- (b) I was involved in engaging other service providers in transition arrangements for particular patients, the details of which are discussed below.
- 10.4 The BAC patients transition plans were individual and depended on the particular needs of the patient. For patients with more complex needs, it was necessary to consider a range of options and the key challenge I encountered was effectively engaging with other service providers as to the best service options for the patient.
- 10.5 These challenges were addressed by:
 - (a) Direct approaches to other Hospital and Health Services to engage as to what services could be offered and collaborating on a transition plan.
 - (b) Accessing non-clinical services from non-government organisations (NGOs) able to assist with services such as accommodation and lifestyle support.
 - (c) Engaging with the MHAODB as to funding where options were identified which required financial support.
- 11 We understand that provided accommodation to former BAC patient,
- (a) Did Dr Neillie have any responsibilities in relation to the development, management or implementation of T's transition plan? If so, what were these responsibilities?
- 11.1 I do not recall being involved in the development, management or implementation of transition plan.
- (b) Did Dr Neillie have any responsibilities in relation to the transition of any other patients of the BAC? If so, which patients, and what were these responsibilities?

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11.2 Aside from my general involvement in discussing and progressing transition plans during the BAC Weekly Update Meetings I attended whilst Acting Director of Medical Services, The Park, my role and responsibilities in relation to particular BAC patients was as follows.



11.7 11.8

- 12 Were any new or replacement adolescent mental health services established in Queensland immediately following/in the course of the closure of BAC? If so, did any BAC patients benefit from these new or replacement services and how?
- 12.1 I have not been involved in the establishment of new or replacement adolescent mental health services in Queensland following or in the course of the closure of BAC. My area of specialty is adult forensic psychiatry.
- 13 Outline and elaborate upon any other information and knowledge (and the source of that knowledge) Dr Neillie has relevant to the Commission's Terms of Reference.
- 13.1 Nil.
- 14 Identify and exhibit all documents in Dr Neillie's custody or control that are referred to in his witness statement.
- 14.1 All documents referred to in my witness statement are exhibited.

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And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1867*.

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Taken and declared before me by Darren William Robert Neillie at Brisbane in the State of Queensland this 23^{-2} day of October 2015 Before me:

..... Signature of authorised witness

Signature of declarant

A Justice of the Peace/ Commissioner for Declarations

Marchivald Duncan Murray Solicitor

STATUTORY DECLARATION OF DARREN NEILLIE INDEX OF EXHIBITS

No	Document Description	Document number	Page
DWN-1	Curriculum Vitae	WMS.5000.0019.00100	1-12
DWN-2	West Moreton Hospital and Health Service – Role Description for Clinical Director – High Security Inpatient Service, undated	WMS.5000.0019.00106	13-17
DWN-3	Employment Contract	WMS.5000.0019.00080	18-37
DWN-4	Queensland Government Community Forensic Mental Health Service – Report on Special Notification Forensic Patient dated 17 May 2013	WMS.1001.0055.00069	38-40

Darren Neillie

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Witness

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"DWN-01"

CURRICULUM VITAE

DARREN W R NEILLIE

MBChB, BSc (Hons), DRCOG, MRCPsych MSc (Distinction), FRANZCP

1

FULL NAME

DATE OF BIRTH

ADDRESS

Darren William Robert Neillie



NATIONALITY

30.09.2004

COMPLETION OF HIGHER SPECIALIST TRAINING (UK)

AHPRA

EDUCATION

School

Campbeltown Grammar School 1981 – 1986 SCE Exams 8 O'Grades at band 1 5 Higher Grades at AAAAB

University

Glasgow University: 1986 – 1993 Qualifications

- BSc Degree in Parasitology, First Class Honours, 1990
- MBChB, 1993

Distinctions

- First Year Chemistry

- Second Year Biochemistry

Certificates

- Monklands District General Hospital, 1992
- The Mary Margaret Isobel Ure Prize in Paediatrics at the Royal

- Second Class Certificate of Merit in Clinical Surgery at

Hospital for Sick Children, Glasgow, 1992

Post-Graduate Qualifications

- Diploma of the Royal College of Obstetricians and Gynaecologists, 1996
- Membership of the Royal College of Psychiatrists, 2001
- Certificate of Completion of Higher Specialist Training in Forensic Psychiatry, 2004
- Masters of Science Degree in Clinical Criminology (Distinction), 2004
- · Fellow of the Royal Australian and New Zealand College of Psychiatrists, 2007

PRACTICING HISTORY

POST-GRADUATE EMPLOYMENT

<u>Aug 2014 – Present</u>	Consultant Psychiatrist Community Forensic Outreach Service Royal Brisbane and Women's Hospital
Nov 2007 – July 2014	<u>Clinical Director</u> <u>High Security Inpatient Service</u> <u>The Park – Centre for Mental Health</u> <u>Richlands, Queensland</u>
<u>Oct 2006 – Oct 2007</u>	<u>Consultant Psychiatrist</u> <u>High Security Inpatient Service</u> <u>The Park – Centre for Mental Health</u> <u>Richlands, Queensland</u> .
<u>Dec 2004 – Sept 2006</u>	Consultant Psychiatrist Secure Mental Health Unit, Prison Mental Health Service and the Community Forensic Mental Health Service, Townsville
HIGHER SPECIALIST TRAIN	ING OCTOBER 2001 TO SEPTEMBER 2004
Special Hospital Placement	Rampton Hospital
<u>Oct 2003 – Sept 2004</u>	West Midlands Higher Specialist Training Scheme in Forensic Psychiatry Reaside Clinic, Bristol Road, Birmingham Dr J Kenney-Herbert, Consultant Forensic Psychiatrist and Honorary Senior Clinical Lecturer, University of Birmingham
<u>Oct 2002 - Sept 2003</u>	West Midlands Higher Specialist Training Scheme in Forensic Psychiatry Hillis Lodge, Hollymoor Way, Birmingham, Reaside Clinic, Bristol Road, Birmingham Dr H Smith, Consultant Forensic Psychiatrist and Honorary Senior Clinical Lecturer, University of Birmingham,
<u>Oct 2001 – Sept 2002</u>	West Midlands Higher Specialist Training Scheme in Forensic Psychiatry The Hatherton Centre, St Georges Hospital, Stafford, UK Dr S D Vaggers, Consultant Forensic Psychiatrist
SPECIAL INTEREST SESSIO	NS

February 2004 - September 2004	Community Alcohol and Drugs Team, Worcestershire,
	Substance Misuse Program, Rampton Hospital.
February 2003 - April 2004	Sex Offender Treatment Group Program

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Reaside Clinic

<u>October 2002 - September 200</u>	13 Early Intervention Service, Harry Watton House, Birmingham Dr D McGovern, Consultant Psychiatrist
<u>October 2001 - September 200</u>	2 <u>Stonefield House Learning Disability Service, St</u> <u>George's</u> <u>Hospital, Stafford</u> <u>Dr S D Vaggers, Consultant Forensic Psychiatrist</u>
October 2001 - September 200	2 HM Prison and Young Offenders Institute Brinsford, Wolverhampton Dr A Jasper, Consultant Child and Adolescent Forensic Psychiatrist
<u>Aug 1998 – Sept 2001</u>	Worcestershire Rotational Psychiatric Training Scheme
<u>Aug 2001 – Sept 2001</u>	Senior House Officer, General Adult Psychiatry Hillcrest Hospital, Redditch, Worcestershire, UK Dr S Lister, Consultant Psychiatrist
<u>Feb 2001 - Aug 2001</u>	Senior House Officer, Child and Adolescent Psychiatry The Elms Health Centre, Dudley, West Midlands, UK Dr K Gingell, Consultant Child and Adolescent Psychiatrist
<u>Aug 2000 – Feb 2001</u>	Senior House Officer, Forensic Psychiatry, Reaside Clinic, Birmingham, UK Dr R V Cope, Consultant Forensic Psychiatrist and Clinical Director Dr H Smith, Consultant Forensic Psychiatrist and Honorary Senior Clinical Lecturer, University of Birmingham.
<u>Feb 2000 – Aug 2000</u>	Senior House Officer, General Adult Psychiatry, Newtown Hospital, Worcester, UK Dr M O'Leary, Consultant Psychiatrist
<u>Aug 1999 – Feb 2000</u>	Senior House Officer, General Adult and Rehabilitation Psychiatry, Newtown Hospital, Worcester, UK Dr I Pennell, Consultant Psychiatrist
<u>Feb 1999 – Aug 1999</u>	<u>Senior House Officer, Old Age Psychiatry</u> <u>Newtown Hospital, Worcester, UK</u> Dr J Tarry, Consultant in Old Age Psychiatry
<u>Aug 1998 - Feb 1999</u>	<u>Senior House Officer, General Adult Psychiatry,</u> <u>Newtown Hospital, Worcester, UK</u> <u>Dr J Doran, Consultant Psychiatrist</u>
PSYCHIATRIC POSTS	
<u>Jan 1998 – July 1998</u>	Principal House Officer, General Adult Psychiatry,

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Cairns Base Hospital, Queensland, Australia Dr K Muir, Consultant Psychiatrist Dr P Trott, Consultant Psychiatrist

<u>Feb 1997 – Jan 1998</u>	Principal House Officer, General Adult Psychiatry,
	Gold Coast Hospital, Queensland, Australia
	Dr E Kohlhepp, Consultant Psychiatrist
	Dr J Zuikelis, Consultant Psychiatrist

POST-REGISTRATION POSTS

<u>Aug 1996 – Jan 1997</u>	Senior House Officer, locum positions in General Medicine, Rehabilitation Medicine and General Surgery
<u>Feb 1996 – July 1996</u>	Senior House Officer, Obstetrics and Gynaecology, Stobhill Hospital, Glasgow, UK Royal Maternity Hospital, Glasgow, UK Dr Forrest, Consultant Obstetrician and Gynaecologist Dr R Low, Consultant Obstetrician and Gynaecologist
<u>Aug 1994 – Jan 1996</u>	<u>Senior House Officer, General Medicine, Victoria Infirmary, Glasgow, UK</u> <u>Dr S D Slater, Consultant Physician</u>

PRE-REGISTRATION POSTS

Feb 1994 - July 1994	Junior House Officer, General Medicine, Victoria Infirmary,
	Glasgow, UK
	Dr S D Slater, Consultant Physician
<u>Aug 1993 - Jan 1994</u>	<u>Junior House Officer, General Surgery, Stobhill Hospital,</u> <u>Glasgow, UK</u> <u>Mr R Dalling, Consultant Surgeon</u>

ADDITIONAL TRAINING / EXPERIENCE

I held a clinical adjunct appointment as Senior Lecturer with the School of Medicine, James Cook University, Townsville (2005-2006).

I was a member of the curriculum committee, James Cook University, Townsville, which was developing a Masters Degree Course in Criminology.

While in Townsville I was the Chair of the Forensic Subgroup of the Northern Area Clinical Network in 2005.

I have been an approved RANZCP Supervisor since February 2006.

I was the UQ Year 3 Medical Student Site Coordinator at The Park-Centre for Mental Health between November 2007 and July 2014.

I was Director of Advanced Training in Forensic Psychiatry for South East Queensland between 2009 and 2014.

I was the Chair of the Forensic Mental Health Information Development Expert Advisory Panel between March 2010 and June 2012. In this capacity I was also the forensic panel representative on the National Mental Health Information Development Expert Advisory Panel.

I was Chair of the West Moreton Hospital and Health Service Lead Clinician Group between April 2013 and July 2014.

I have been the Chair of the Queensland Mental Health Alcohol and Other Drugs Statewide Clinical Network since June 2013 and in this capacity I have also been a member of the Queensland Clinical Senate (between June 2013 and May 2015).

RESEARCH/PUBLICATIONS

Neillie, D., Saini, M, S., & Humphreys, M. (2007) Characteristics of mentally disordered offenders referred for low secure forensic rehabilitation. Medicine, Science and the Law. (47), 213-219.

Scott, R., Goel, V., Neillie, D., Stedman, T., & Meehan, T. (2014) Unauthorised absences from leave from an Australian security hospital. Australasian Psychiatry. 22, (2), 170-173.

CURRENT LICENCING AUTHORITIES

AHPRA

Registration Number MED0001401373

PREVIOUS LICENCING AUTHORITIES

General Medical Council (UK) Registration Number 4014517

"The Cirriculum Vitae is true and correct as at 21.10.15"

Darren Neillie

CURRICULUM VITAE

DARREN W R NEILLIE

MBChB, BSc (Hons), DRCOG, MRCPsych MSc (Distinction), FRANZCP

I

FULL NAME

DATE OF BIRTH

ADDRESS

Darren William Robert Neillie

Reg number MED0001401373

Exp date 30/09/2016



NATIONALITY

British

30.09.2004

COMPLETION OF HIGHER SPECIALIST TRAINING (UK)

AHPRA

EDUCATION

School

Campbeltown Grammar School 1981 – 1986 SCE Exams 8 O'Grades at band 1 5 Higher Grades at AAAAB

University

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- Diploma of the Royal College of Obstetricians and Gynaecologists, 1996
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- Masters of Science Degree in Clinical Criminology (Distinction), 2004
- · Fellow of the Royal Australian and New Zealand College of Psychiatrists, 2007

PRACTICING HISTORY

February 2003 - April 2004

POST-GRADUATE EMPLOYMENT

<u>Aug 2014 – Present</u>	Consultant Psychiatrist Community Forensic Outreach Service Royal Brisbane and Women's Hospital
<u>Nov 2007 – July 2014</u>	<u>Clinical Director</u> <u>High Security Inpatient Service</u> <u>The Park – Centre for Mental Health</u> <u>Richlands, Queensland</u>
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SPECIAL INTEREST SESSION	15
February 2004 - September 200	04 Community Alcohol and Drugs Team, Worcestershire,

Substance Misuse Program, Rampton Hospital. Sex Offender Treatment Group Program

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Reaside Clinic

October 2002 - September 200	Birmingham Dr D McGovern, Consultant Psychiatrist
<u>October 2001 - September 200</u>	2 <u>Stonefield House Learning Disability Service, St</u> <u>George's</u> <u>Hospital, Stafford</u> Dr S D Vaggers, Consultant Forensic Psychiatrist
October 2001 - September 200	2 HM Prison and Young Offenders Institute Brinsford, Wolverhampton Dr A Jasper, Consultant Child and Adolescent Forensic Psychiatrist
<u>Aug 1998 - Sept 2001</u>	Worcestershire Rotational Psychiatric Training Scheme
<u>Aug 2001 - Sept 2001</u>	Senior House Officer, General Adult Psychiatry Hillcrest Hospital, Redditch, Worcestershire, UK Dr S Lister, Consultant Psychiatrist
<u>Feb 2001 - Aug 2001</u>	Senior House Officer, Child and Adolescent Psychiatry The Elms Health Centre, Dudley, West Midlands, UK Dr K Gingell, Consultant Child and Adolescent Psychiatrist
<u>Aug 2000 - Feb 2001</u>	Senior House Officer, Forensic Psychiatry, Reaside Clinic, Birmingham, UK Dr R V Cope, Consultant Forensic Psychiatrist and Clinical Director Dr H Smith, Consultant Forensic Psychiatrist and Honorary Senior Clinical Lecturer, University of Birmingham.
Feb 2000 - Aug 2000	Senior House Officer, General Adult Psychiatry, Newtown Hospital, Worcester, UK Dr M O'Leary, Consultant Psychiatrist
Aug 1999 - Feb 2000	Senior House Officer, General Adult and Rehabilitation Psychiatry, Newtown Hospital, Worcester, UK Dr I Pennell, Consultant Psychiatrist
Feb 1999 - Aug 1999	<u>Senior House Officer, Old Age Psychiatry</u> <u>Newtown Hospital, Worcester, UK</u> Dr J Tarry, Consultant in Old Age Psychiatry
<u>Aug 1998 – Feb 1999</u>	Senior House Officer, General Adult Psychiatry, Newtown Hospital, Worcester, UK Dr J Doran, Consultant Psychiatrist
PSYCHIATRIC POSTS	
<u>Jan 1998 – July 1998</u>	Principal House Officer, General Adult Psychiatry,

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Cair	ns Ba	se Hospital,	Queensland, Australia
			Psychiatrist
Dr F	P Trott,	Consultant	Psychiatrist

Feb 1997 - Jan 1998	Principal House Officer, General Adult Psychiatry,
	Gold Coast Hospital, Queensland, Australia
	Dr E Kohlhepp, Consultant Psychiatrist
	Dr J Zuikelis, Consultant Psychiatrist

POST-REGISTRATION POSTS

<u>Aug 1996 – Jan 1997</u>	Senior House Officer, locum positions in General Medicine, Rehabilitation Medicine and General Surgery
<u>Feb 1996 – July 1996</u>	<u>Senior House Officer, Obstetrics and Gynaecology, Stobhill</u> <u>Hospital, Glasgow, UK</u> Royal Maternity Hospital, Glasgow, UK
	Dr Forrest, Consultant Obstetrician and Gynaecologist Dr R Low, Consultant Obstetrician and Gynaecologist
<u>Aug 1994 - Jan 1996</u>	<u>Senior House Officer, General Medicine, Victoria Infirmary,</u> <u>Glasgow, UK</u> Dr S D Slater, Consultant Physician

PRE-REGISTRATION POSTS

Feb 1994 - July 1994	Junior House Officer, General Medicine, Victoria Infirmary,
	Glasgow, UK
	Dr S D Slater, Consultant Physician
<u>Aug 1993 – Jan 1994</u>	Junior House Officer, General Surgery, Stobhill Hospital,
	Glasgow, UK
	Mr R Dalling, Consultant Surgeon

ADDITIONAL TRAINING / EXPERIENCE

I held a clinical adjunct appointment as Senior Lecturer with the School of Medicine, James Cook University, Townsville (2005-2006).

I was a member of the curriculum committee, James Cook University, Townsville, which was developing a Masters Degree Course in Criminology.

While in Townsville I was the Chair of the Forensic Subgroup of the Northern Area Clinical Network in 2005.

I have been an approved RANZCP Supervisor since February 2006.

I was the UQ Year 3 Medical Student Site Coordinator at The Park-Centre for Mental Health between November 2007 and July 2014.

I was Director of Advanced Training in Forensic Psychiatry for South East Queensland between 2009 and 2014.

I was the Chair of the Forensic Mental Health Information Development Expert Advisory Panel between March 2010 and June 2012. In this capacity I was also the forensic panel representative on the National Mental Health Information Development Expert Advisory Panel.

I was Chair of the West Moreton Hospital and Health Service Lead Clinician Group between April 2013 and July 2014.

I have been the Chair of the Queensland Mental Health Alcohol and Other Drugs Statewide Clinical Network since June 2013 and in this capacity I have also been a member of the Queensland Clinical Senate (between June 2013 and May 2015).

RESEARCH/PUBLICATIONS

Neillie, D., Saini, M. S., & Humphreys, M. (2007) Characteristics of mentally disordered offenders referred for low secure forensic rehabilitation. Medicine, Science and the Law. (47), 213-219.

Scott, R., Goel, V., Neillie, D., Stedman, T., & Meehan, T. (2014) Unauthorised absences from leave from an Australian security hospital. Australasian Psychiatry. 22, (2), 170-173.

CURRENT LICENCING AUTHORITIES

AHPRA

Registration Number MED0001401373

PREVIOUS LICENCING AUTHORITIES

General Medical Council (UK) Registration Number 4014517

"The Cirriculum Vitae is true and correct as at 21.10.15"

Darren Neillie



Role Description for Clinical Director – High Security Inpatient Service

Business unit:	High Security Inpatient Program	Division:	Mental Health and Specialised Service
Position ID:	30474030	Location:	The Park - Centre for Mental Health
Classification:	L25 – 27	Contact:	Dr Terry Stedman
Salary:	\$189,938 - \$201 381 (f/t) p.a. or comprising salary rates: \$91.00 - \$96.49 p.h	Telephone:	
Employment status:	Permanent Full Time	Closing date:	Friday, 27 February 2015 Applications will remain current for 12 months.
Vacancy reference:	WM01157493		

About this role

The Clinical Director provides clinical leadership to the High Security Inpatient Program which provides mental health care to patients who require care in a high security setting due to their involvement with the criminal justice system or due to high levels of clinical need.

The key accountabilities of the role are:

- Provide clinical leadership across the High Security Inpatient Program to ensure that high quality mental health care is provided in a coordinated and efficient manner by a capable work force.
- Actively contribute to developing and maintaining a service and a culture which addresses the special needs of this patient group and the community interest arising from previous offending behaviour.
- Actively contribute to developing and maintaining a culture where staff are vigilant to risks to themselves, their co-workers, clients or visitors (including health and safety, business and operational risks).
- Actively participate in the Health Service Performance Planning and Appraisal and Individual Development Planning processes.

Staffing and budget responsibilities

- The position has budget responsibility for the medical staff and shares in the responsibility for the overall budget of the service.
- The psychiatrists report operationally and professionally to this position.

Attributes required for effective performance in this role

The information in this section is used to assess candidate suitability to perform effectively in the role.

Mandatory Qualifications / Professional Registration:

- Registration or eligibility for specialist registration as a psychiatrist with the Medical Board of Australia.
- Completion of an application for credentialing including certified copies of the required information and must be provided to the appropriate supervisor/manager prior to commencement of clinical duties.
- · Advanced training in Forensic Psychiatry is highly desirable.
- Key capabilities required for this role:

Clinical Expertise

You will have an understanding of the Queensland Public Mental Health Services (QPMHS) Models of Service Delivery framework
and how these models guide Mental Health service delivery. Within your scope of practice you will provide leadership and
accountability for the day to day activity of the High Security Mental Health Service. You will possess well-developed clinical
knowledge and skills in forensic mental health care and in the management of contemporary mental health service delivery.

Supports Strategic Direction

 You will aware of the Vision, Mission and Objectives of West Morton Mental Health Division and be able to communicate about and contribute to the implementation of the overall organisational goals, strategies and work plans within the service. You will show an ability to contribute to the development of work plans and identify and implement work practices.





 You will draw upon your own clinical expertise and in combination with the collaborative input of your professional colleagues help to maximise the team's potential capabilities in a transparent, safe and effective manner. You will with your team be able to collaboratively plan tasks and implement business plans with measurable milestones, be adaptable to a changing

environment and be able to work within agreed time frames. Your work will demonstrate a commitment to achieving quality outcomes and will adhere to documentation and procedural guidelines.

Supports Productive Working Relationships

 You will show an ability to build and sustain positive relationships with team members and clients by actively participating in teamwork and activities in a transparent manner. You will actively listen to colleagues and clients ensuring that information is shared and that others are kept informed of issues.

Displays Personal Drive and Integrity

You will be expected to evidence and uphold the organisation's values in your everyday actions as well as adhering to the Code of Conduct to consistently behave in an honest, ethical and professional way. You will treat people fairly and equitably being transparent in dealing with them. You will listen when your ideas are challenged, provide accurate advice to colleagues, take responsibility for one's own actions and decisions and learn from mistakes. You will always seek advice from your supervisor whenever uncertain.

Community with Influence

Your communication both written and verbal will be clear, focusing on key points succinctly and delivered with confidence. You will
have the ability to understand your audience and tailor communication style and the message accordingly. Your thoughts and
discussion will be portrayed and conducted with credibility and respect to all without getting personal or aggressive, by listening to,
considering and acknowledging differing ideas.

Occupational Health and Safety

 You, with all workers, have Occupational Health and Safety responsibilities as well as ensuring compliance with the relevant legislation, policies and guidelines. You will ensure the maintenance of workplace processes and reporting requirements including Incident Reporting and PRIME. You will have responsibility for ensuring that team members are conversant and complaint with their Occupational Health and Safety mandatory training requirements as well as being involved in analysis and reporting of incidents in the prescribed format.

How to apply for this role

To apply for this role please provide the following documents:

- Your current resume including the name and contact details of at least two referees; and
- A short statement (maximum 2 pages) on how your experience, abilities, knowledge and personal qualities would enable you to achieve the key accountabilities and meet the key capabilities.

The Health Service prefers candidates to apply for roles online through <u>www.health.qld.gov.au/workforus</u> or <u>www.smartiobs.qld.gov.au</u>. If you apply online you can track your application during the selection process, maintain your personal details and contact details and withdraw your application if necessary.

If you are unable to apply online, please contact our Recruitment and Establishment Team on or email and we will assist you. We are not able to accept hand delivered applications.

Employment related information

Pre-employment screening

Pre-employment screening including criminal history and discipline history checks may be undertaken on candidates recommended for employment. Roles providing health, counselling and support services mainly to children will require a Blue Card unless an exemption applies.

The recommended candidate is required to disclose if they have been subject to serious disciplinary action during any public sector employment. Candidates are also required to declare any factors which could prevent them from effectively fulfilling the requirements of the role.

All health professionals are responsible for maintaining their level of capability in the provision of health care and must comply with their reporting obligations in this regard.

Please refer to the document *Information for Applicants* for further information about pre-employment screening and other requirements.

Health professional roles involving delivery of health services to children and youth

All health professionals (including nurses and medical officers) who, in the course of their duties, formulate a reasonable suspicion that a child or youth has been abused or neglected in their home/community environment, have a legislative and a duty of care obligation to immediately report such concerns to Child Safety Services, Department of Communities.

Salary Packaging

For information about the Public Hospital Fringe Benefits Tax (FBT) Exemption Cap please refer to the Salary Packaging Information Booklet for Department of Health employees available from our salary packaging provider RemServ at http://www.remserv.com.au. Questions about salary packaging can be directed to the RemServ Customer Care Centre on

Disclosure of Previous Employment as a Lobbyist

Candidates appointed to the Health Service are required to give a statement of any previous employment as a lobbyist within one (1) month of taking up the appointment. Details are available at http://www.psc.qld.gov.au/library/document/policy/lobbyist-disclosure-policy.pdf.

Probation

Employees who are permanently appointed to the Health Service may be required to undertake a period of probation. For further information about probation requirements, please refer to Probation HR Policy B2 <u>http://www.health.gld.gov.au/qhpolicy/docs/pol/qh-pol-197.pdf</u>.

Please refer to the document Information for Applicants for further employment related information.

About West Moreton Hospital and Health Service

West Moreton Hospital and Health Service has a long and proud history of caring for the communities of Ipswich, Boonah, Esk, Laidley and more recently Gatton. The hospital and health service is one of the largest employers in the region, employing more than 2500 staff.

West Moreton Hospital and Health Service delivers health services in a mix of metropolitan and small rural community settings and services a population of about 245,000 people. The Health Service catchment is the third fastest growth area in Australia and the population is forecast to increase to an about 475,000 people by 2026 (an increase of 90 per cent). The projected increase in population is the largest of any Hospital and Health Service in Queensland. The Health Service has excellent prospects for growth which makes it an ideal employer for those seeking to develop their career.

The Hospital and Health Service delivers health services across the continuum of care: preventative and primary health care services, ambulatory services, acute care, sub-acute care, oral health and mental health and specialised services (including Offender Health and Alcohol Tobacco and Other Drugs). WMHHS also has a major teaching role, providing both undergraduate and postgraduate clinical experience for members of the multi disciplinary healthcare team and has accountability for state wide research and learning facilities for mental health.

Our Health facilities include:

- Ipswich Hospital
- Boonah Health Service
- Esk Health Service
- Gatton Health Service
- Laidley Health Service
- Community Health Services
- The Park Centre for Mental Health

West Moreton Hospital and Health Service Core Values

- · Really Care Every day we are proud of how we care for our patients, how we work together and how we deliver our work.
- You Matter We are part of the community we serve. What is important to our community is important to us. We respond to your feedback about our work, our attitude, the services we provide and the way we provide them.
- We Deliver Our patients, their families, our colleagues, our staff, our partners and our community can be confident in our people and our services. We honour our commitments.
- Be the Best We are here to make our patients' healthcare experience the very best it can be. We aspire to realise our vision and be Your Partner in Healthcare Excellence.

West Moreton Hospital and Health Service is committed to delivering patient centred highly reliable care through better health, better care and better value.

About the Mental Health and Specialised Services Division

The Mental Health and Specialised Services Division is responsible for delivering high quality comprehensive mental health services as well as specialised alcohol and other drug services, Offender Health Services to prisons located across West Moreton and Health Services to the Brisbane Youth Detention Centre.

Additionally, the Division is the statewide point of contact for Offender Health Services, and is also responsible for a range of specialised statewide extended care and forensic mental health services including High Secure Inpatient Services, the Extended Forensic Treatment and Rehabilitation Unit, Secure Mental Health Rehabilitation, the Queensland Centre for Mental Health Learning (QCMHL) and the Queensland Centre for Mental Health Research (QCMHR).

Prison Mental Health Services are provided to South Queensland Prisons and a Support is provided to a Department of Communities program to support the mental health components of the restrictive practice legislation which effects people with challenging behaviours from intellectual disability.

About The Park - Centre for Mental Health - High Security Inpatient Service

The Park – Centre for Mental Health has a Model of Service Delivery which embraces the principles of Recovery, Consumer and Carer Involvement, Consumer Centred Service Delivery, Evidence Based Practice, Outcome Based Services, Managing Risks, Accommodation and Practices that reflect Community Living. Services as Partners in a Network of Mental Health Services and Skilled Staff.

To find out more about West Moreton Hospital and Health Service visit <u>www.health.gld.gov.au/westmoreton/</u> Page 3 of 5

The Park –Centre for Mental Health is the State's major Forensic Mental Health Centre. Presently it comprises Supra District services of:

Extended Treatment and Rehabilitation/ Dual Diagnosis Clinical Program (26 beds)

Extended Forensic Treatment and Rehabilitation Unit (20 beds)

Medium Secure Clinical Program (34 beds)

High Security Inpatient Service (HSIS) (70 beds)

The HSIS provides a highly supervised, supportive and secure environment for individuals involved with the criminal justice system and who present with complex mental health needs requiring assessment and/or treatment and rehabilitation. All services operate twenty-four hours a day, seven days a week.

To find out more about West Moreton Hospital and Health Service visit www.health.qld.qov.au/westmoreton/



To find out more about West Moreton Hospital and Health Service visit www.health.gld.gov.au/westmoreton/

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OPTION A CONTRACT

THIS AGREEMENT is made

FILE COPY

BETWEEN: The State of Queensland acting through the Department of Health ("Queensland Health");

AND: The specialist medical practitioner named in Item 1 of Schedule 1 ("the Specialist").

RECITALS:

- A. Queensland Health operates one or more hospitals and other health facilities situated in the District and is responsible for the provision and management of public sector health services under the Act.
- B. The Specialist is employed by Queensland Health as a Staff Specialist at the Hospital, under the Award.
- C. The Specialist has agreed, in consideration of receiving the Supplementary Benefit, to limit the Specialist's right of private practice and to forego certain private practice revenue as provided for in this Agreement.

AGREED TERMS:

1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears:

"Act" means the Health Services Act 1991;

"Award" means the District Health Services - Senior Medical Officers & Resident Medical Officers' Award - State 2003;

"Billing Agency" means an entity appointed by Queensland Health to conduct billing and collection arrangements on behalf of Queensland Health or, if no external entity has been appointed as a billing agency, means the District;

"Commencement Date" means the date set out in Item 2 of Schedule 1;

"Commonwealth Department" means the Commonwealth Department of Health and Aged Care;

"Director General" means the Director General of Queensland Health or the person acting in that position from time to time;

"District" means the Health Service District named in Item 3 of Schedule 1, being a part of Queensland Health and an area of Queensland declared by the Governor in Council under the Act to be a Health Service District;

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"District Manager" means the Manager of the District or the person acting in that position from time to time;

"Hospital" means the hospital or other health facility named in Item 4 of Schedule 1 at which the Specialist is employed;

"MBS" means the Commonwealth Medicare Benefits Schedule;

"Mediator" means an employee of Queensland Health, other than the person who made the direction which is the subject of dispute, who is nominated by the District Manager to be a mediator under clause 9.3;

"medical service" means a general medical service as set out in Schedule 1 to the *Health Insurance Act 1973* (Cth);

"Medical Superintendent" means the medical superintendent of the Hospital, or the person acting in that position from time to time, who is responsible for the management on behalf of Queensland Health of the Hospital, including the rights of private practice granted to the Specialist under this Agreement;

"patient" means any person who consults, or is treated by, the Specialist in the course of the Specialist's duties;

"Private Patient" means a patient who has nominated to be a fee paying patient or who is ineligible to receive medicare benefits for the medical services provided to the patient;

"Staff Specialist" means a medical practitioner who is registered as a specialist with the Medical Board of Queensland under the *Medical Practitioners Registration Act 2001* and who is employed by Queensland Health as a specialist on the terms and conditions provided for in the Award;

"Supplementary Benefit" means an amount equivalent to the percentage set out in Item 5 of Schedule 1 of the base salary (or, if the Specialist is employed on a parttime basis, the pro rata base salary) payable to the Specialist under the Award;

"Termination Date" means the date set out in Item 6 of Schedule 1; and

"Working Hours" means the hours during which the Specialist is employed as a Staff Specialist under the Award, whether full-time or part-time, and includes normal rostered hours, rostered on call times and overtime.

- 1.2 In this Agreement unless the context otherwise requires:
 - (a) words expressing the singular include the plural and vice versa and words denoting gender include all genders;

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- (b) a reference to a clause is a reference to a clause of this Agreement;
- (c) headings are included for convenience only and shall not affect the interpretation of this Agreement;
- (d) the schedules form part of this Agreement;
- (e) a reference to any legislation or subordinate legislation or an industrial award includes all legislation or subordinate legislation or awards amending or consolidating or replacing it as the case may be;
- (f) any word or phrase which is defined in the Act has a corresponding meaning in this Agreement; and
- (g) where any word or phrase is defined in this Agreement, any other grammatical form of that word or phrase will have a corresponding meaning.

2. TERM OF THE AGREEMENT

- 2.1 This Agreement will commence on the Commencement Date and, subject to clauses 2.2 and 8, will terminate on the Termination Date.
- 2.2 If the Specialist gives notice to Queensland Health at least 3 months prior to the end of the original term that the Specialist wishes to extend this Agreement for a further period (not to exceed 2 years), and Queensland Health notifies the Specialist that it is agreeable to that extension, then this Agreement will continue for that further period, commencing on the day immediately after the Termination Date on the same terms and conditions except for this clause 2.2.

3. SPECIALIST'S RIGHT OF PRIVATE PRACTICE

- 3.1 This Agreement represents the whole agreement between Queensland Health and the Specialist in relation to the Specialist's rights to conduct a private practice and supersedes any prior agreements about those rights which may have been made between the parties.
- 3.2 In addition to the treatment of public patients as part of the Specialist's employment under the Award, the Specialist will provide medical services during Working Hours to Private Patients as directed from time to time by the Medical Superintendent or other senior medical staff, provided that those medical services are within the Specialist's registered field of specialisation and are ones which the Specialist can competently provide.
- 3.3 The Specialist will not engage in any form of private practice in any hospital or other health facility, whether public or private, during Working Hours, except as permitted by this Agreement or as approved in writing by the Medical Superintendent.

OPTION A CONTRACT

- 3.4 The Specialist acknowledges and agrees that any revenue which is or may be raised in respect of the treatment of Private Patients by the Specialist in any public hospital or public health facility during the term of this Agreement, whether during Working Hours or not, belongs to Queensland Health and may be collected by Queensland Health in accordance with clause 5. If any such revenue is paid to or received by the Specialist, the Specialist will immediately pay it to Queensland Health through the Billing Agency.
- 3.5 The Specialist will identify potential Private Patients under the Specialist's care and advise them of their ability to be treated privately if they so choose.
- 3.6 Queensland Health will make available to the Specialist all necessary Hospital staff, including junior medical staff, as may be reasonably required to enable the Specialist to provide the medical services under clause 3.2.
- 3.7 The Specialist will promptly notify the Billing Agency of the applicable MBS item numbers for medical services provided to Private Patients by the Specialist under this Agreement.
- 3.8 The Specialist will immediately, if the Specialist has not already done so, apply to the Commonwealth Department to be recognised as a specialist medical practitioner for the purposes of payment of medical benefits under the *Health Insurance Act 1973* (Cth) in respect of fees charged to patients. As soon as possible after notice of such recognition is received by the Specialist from the Commonwealth Department, the Specialist will provide a copy to Queensland Health.
- 3.9 Nothing in this Agreement shall prohibit the Specialist from providing a medical service to a patient:
 - (a) as a professional courtesy to another medical practitioner;
 - (b) as part of any research being carried out by the Specialist; or
 - (c) as part of any research being carried out by another medical practitioner or other person, where the results of the relevant medical service are intended or required to be provided to the person carrying out the research, provided that no fee is charged by the Specialist for the relevant medical service.
- 3.10 The Medical Superintendent will assess the Specialist's compliance with clauses 3.2, 3.3 and 3.4 every 6 months, or at such other times as determined by the Medical Superintendent. The Medical Superintendent must determine the assessment criteria and notify them to the Specialist as soon as possible after the Commencement Date.

4. PAYMENT OF SUPPLEMENTARY BENEFIT

4.1 In consideration of the Specialist performing the Specialist's obligations under this Agreement, Queensland Health will pay the Supplementary Benefit to the Specialist.

OPTION A CONTRACT

- 4.2 Queensland Health will pay the Supplementary Benefit by fortnightly payments, at the same time as the Specialist's salary under the Award is payable. In respect of any period of paid leave taken by the Specialist, Queensland Health will pay the Supplementary Benefit to the Specialist at the same time as the Specialist's salary for the period of leave is payable.
- 4.3 The Supplementary Benefit will not be taken into account in calculating any benefits payable to the Specialist under the Award and will not form part of the ordinary rate or ordinary salary on which other benefits under the Award, including recreation leave loading, may be calculated.

5. ACCOUNTING PROCEDURES

- 5.1 The Specialist grants to Queensland Health the right to render accounts through the Billing Agency for the medical services that are provided by the Specialist to Private Patients under this Agreement, in the name of the Specialist on behalf of Queensland Health.
- 5.2 Queensland Health will be entitled to retain the whole of the amounts received in respect of accounts rendered under clause 5.1. The Specialist acknowledges that the Specialist has no right to receive any fee in respect of the medical services provided by the Specialist under this Agreement, whether from the Private Patient or from Medicare or any other person or entity.

6. RECORD KEEPING REQUIREMENTS

- 6.1 The Specialist will provide to Queensland Health:
 - (a) full and accurate records in respect of the Private Patients who have received medical services from the Specialist under this Agreement. Those records shall include details of the patient's history and the treatment or advice given and be of equivalent standard to records required by Queensland Health for public patients; and
 - (b) every week, all information necessary to enable Queensland Health to fulfil its obligations to provide and manage public sector health services, including information required by the MBS Book published by the Commonwealth Department from time to time.
- 6.2 The Specialist will provide to the Billing Agency every week all necessary information to enable it to render proper accounts to each Private Patient and to recover the appropriate fees for the medical services provided by the Specialist.
- 6.3 Queensland Health will establish reasonable protocols in relation to the information to be provided by the Specialist under clauses 6.1 and 6.2 and the Specialist will comply with those protocols.

7. INDEMNITY
- 7.1 Queensland Health acknowledges that the provision of medical services by the Specialist to Private Patients in accordance with this Agreement is a duty or function performed by the Specialist on Queensland Health's behalf.
- 7.2 Queensland Health will indemnify the Specialist against all legal actions, proceedings, claims, demands, costs, losses, damages and expenses which arise out of the performance by the Specialist of its obligations under this Agreement, in accordance with Departmental policy as contained in IRM 3.8-4.

8. TERMINATION

8.1 If:

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- (a) the Specialist does not provide Queensland Health with a copy of the notice of recognition from the Commonwealth Department referred to in clause 3.8 within 1 month after the Commencement Date;
- (b) the Specialist fails to comply with any of the terms and conditions of this Agreement and such failure continues for 14 days after Queensland Health has given the Specialist a notice to remedy the failure;
- (c) the Specialist fails an assessment by the Medical Superintendent under clause 3.10 on two consecutive assessments;
- (d) the Specialist ceases to be entitled to specialist registration in accordance with the *Medical Practitioners Registration Act 2001;* or
- (e) in its discretion, Queensland Health decides to terminate this Agreement due to policy changes within Queensland Health,

Queensland Health may by notice in writing terminate this Agreement effective from the date specified in the notice.

- 8.2 This Agreement is conditional upon the Specialist being, and remaining, a Staff Specialist for the term of this Agreement. If the Specialist's employment as a Staff Specialist is terminated for any reason, this Agreement will be automatically terminated as and from the date on which the Specialist's employment as a Staff Specialist is terminated.
- 8.3 If this Agreement is terminated under clause 8.1:
 - (a) the Specialist will be entitled to receive the Supplementary Benefit which has accrued up to and including the date of termination;
 - (b) the Specialist agrees to accept that amount in full and final satisfaction of any claims under this Agreement; and

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OPTION A CONTRACT

(c) the Specialist will not be entitled to any revenue that relates to the treatment of Private Patients by the Specialist prior to the date of termination, as that revenue belongs to Queensland Health in accordance with clause 3.4.

9. MEDIATION

- 9.1 Where the Specialist is directed to provide a medical service to a Private Patient under clause 3.2 and the Specialist believes that the medical service:
 - (a) does not fall within the Specialist_s specialised area of practice;
 - (b) is one which the Specialist cannot competently perform; or
 - (c) would immediately conflict with the Specialist's public duties, the Specialist may give notice to the District Manager disputing the direction and stating the grounds on which the dispute is based.
- 9.2 A notice under clause 9.1 must be given within a reasonable time after the direction has been given and, in any event, must be given immediately following the Specialist's initial consultation with the Private Patient who is the subject of the direction.
- 9.3 On receiving a notice under clause 9.1, the District Manager will nominate a Mediator and will refer the dispute to the Mediator for resolution.
- 9.4 The Mediator will consider the notice given under clause 9.1 and will give notice to the Specialist:
 - (a) confirming the direction;
 - (b) rescinding the direction, in whole or in part; or
 - (c) qualifying the direction, by placing any conditions on its performance by the Specialist that the Mediator considers appropriate.
- 9.5 Where an administrative decision, other than a direction under clause 3.2, made by Queensland Health under this Agreement is:
 - (a) reviewable under the Judicial Review Act 1991; and
 - (b) the subject of a notice by the Specialist under clause 9.6, the parties agree that the decision will be subject to mediation pursuant to clause 9.7.
- 9.6 Where an administrative decision, other than a direction under clause 3.2, is made by Queensland Health under this Agreement and the Specialist disputes:
 - (a) the making of the decision; or

- (b) the grounds upon which the decision was made, the Specialist may, within 14 days after the date on which the decision was notified to the Specialist, give the District Manager notice disputing the decision and setting out the grounds upon which the dispute is based.
- 9.7 Within 7 days after receipt of a notice under clause 9.6, the District Manager will refer the dispute to the Director General, or the Director General_s authorised nominee, who will:
 - (a) consider the notice given under clause 9.6;
 - (b) if necessary, request submissions from the District Manager or further submissions from the Specialist;
 - (c) if necessary, convene a meeting between the District Manager and the Specialist at which the matters in dispute can be fully canvassed; and
 - (d) give notice to the parties, within 28 days after the date on which the District Manager referred the dispute to the Director General:
 - (i) confirming the decision; or
 - (ii) rescinding the decision, in whole or in part; or
 - (iii) qualifying the decision, by placing any conditions on it which the Director General, or the Director General's nominee, considers appropriate.
- 9.8 Nothing in this clause will derogate from any person's rights under the Judicial Review Act 1991.

10. GOVERNING LAW

10.1 This Agreement will be governed by and construed in accordance with the law for the time being in force in the State of Queensland and the parties agree to submit to the jurisdiction of the courts of the State of Queensland.

11. NOTICES

- 11.1 A notice, request, notification, application or any other communication ("notice") under this Agreement shall be in writing and shall be faxed, sent or delivered to the relevant address for service under clause 11.2.
- 11.2 The addresses for service of the parties are as follows:
 - (a) for Queensland Health as set out in Item 7 of Schedule 1; and

()

OPTION A CONTRACT

- (b) for the Specialist as set out in Item 8 of Schedule 1, or such subsequent address as one party may notify to the other in writing.
- 11.3 A notice under this Agreement shall be deemed to have been given:
 - (a) if delivered by hand or by courier on the date of delivery;
 - (b) if sent by prepaid postage 2 business days after the date of posting;
 - (c) if faxed immediately upon an apparently successful facsimile transmission being noted by the sender's facsimile machine, except if the transmission occurs after 4.00pm, it shall be deemed to have been given on the next business day.

12. STAMP DUTY

12.1 Queensland Health will pay any stamp duty on this Agreement.

13. SEVERABILITY

11.1 If any clause of this Agreement shall be determined to be partly or wholly invalid, unlawful or unenforceable, that clause will be severed (to the extent of its invalidity, unlawfulness or unenforceability) from the remaining provisions of this Agreement and the remaining provisions will continue in effect as far as possible.

EXECUTED BY THE PARTIES on the dates set out below.

 SIGNED for and on behalf of
)

 QUEENSLAND HEALTH by
)

 Pain Lane
)

 District Manager, a duly authorised person,
)

 in the presence of:
)

(signature of witness)

Date:/..../...../

SIGNED by the Specialist) in the presence of:

) Dr. D. Neillie

.... (signature of witness)

Date: 05/ 10,06

option A contract 2001

SCHEDULE 1

Dr. Darren Neillie

18th September, 2006

West Moreton Health Service District.

50% (as per new arrangements)

1. The Specialist:

- 2. Commencement date:
- 3. District:
- 4. Hospital:

6.

7.

5. Supplementary Benefit Percentage:

Termination Date:

30th June, 2007

Fax

The Park

Queensland Health's address West Moreton District Health Service, Ipswich Hospital, PO Box 73, Ipswich. Qld. 4305. Ph:

Specialist's address 8. for service:

for service:

The Park, Wolston Park Road, Wacol. Qld. 4077. Ph: Fax:

EXHIBIT 89	• •	· · · · · · · · · · · · · · · · · · ·		WM	s.9000.0001.00043 WMS.5000.0019.0009
Queensiand Government		Panal SHOUT	Establis	shment Mana	d Health Service gement Process ill Vacancy Form
Position Details		Balance and Ba			
S Frontline	Non Frontline	e Position Title: Dire	ctor of Clinical Services		
	9584 (.S) Mwo (.S)	Business Unit/Division: Mental Health and Specia	alised Services	Facility/Location The Park – Cent	re for Mental Health
Vacancy Details					
Permanent vac	ancy	🗌 Temporan	Vacancy	🗌 Casual Va	cancy
Proposed Filling	Arrangements				
Permanent - R advertise*	equest to	Higher Duties/Acting a	t Level	Temporary Enga Agency Staff	gement / Contractor/
Secondment In		Casual Employee	Start Date: 20,08.1	3 End Date	: 19.11.13
* A Role Description	on must be provide	ed for all permanent vacanc	ies		
Proposed Appoin	tment (if known)				
Surname: NEILLIE		Name: Darren		Person ID:	Training the Source Lands Field
Additional Vacanc	y Information				
)permanent positio	on, is it substantive	ly vacant?	If currently vacant, how	v long has the positio	n been vacant?
🗌 Yes	🗌 No		Ye	ars	Months

Background, Service Need and Financial Implications

• Why is this position vacant?

Director of Clinical Services, The Park - Centre for Mental Health requires backfill as the incumbert is on leave for 3/12.

• What is the rationale for filling this position for the period requested? What are the implications if the position is not filled?

This position is required for the continuing delivery of clinical services, The Park-Centre for Mental Health and IMHS.

If this position is filled, will the Business Unit be over the current budgeted FTE?

YES, WOMBERT on Pais LEAVE, NO BACKFUL BUILT 30A69584 YES ENGLASSANT ON PAUS LEAVE, NO BACKFUL BUILT PLUS ALREADY VSS EMPLOYED To 12 Has BE WEEK POS 30469600

• Is the Business Unit currently within the approved budget?

POS 30469584 OVER EXPENSES \$44,877 ABAT SIPE BUDGET MOVES TO 996560 AND SALK PSYONOL + OT BUDGETS MOVED TO 996200

If this request to fill is for leave relief, is backfill for leave in the approved budget?

NO BACKFILL BUILT FOR KETESSUNAL DEVELOPMENT LEVE

Please ensure you attach all relevant Payroll forms to this form (for example Employee Movements Form).

Role	Name	Contact Number	Date	Comments
Requested by	Sharon Kelly		11.09.13	
ASSISTANT Business Manager				
			16/9/13	
Line Manager / Service Director				
Executive Director			17/9/13	
Executive Director Mance & Corporate Services				

Chief Executive Officer Approval

Request to fill vacancy:

Approved Comments/Conditions:

□ Not Approved Comments:

	Lesley Dwyer	Chief Executive West Moreton HHS	
Signature For HHS HR Use Only	Name	Position	Date
For Permanent Substantively Vacant Po (irrespective of proposed filling action)	sitions		
Report forwarded to System Manager	EMP Date	Signature	Name and Position



ALS ALSING

Payre... Report for Clinical-Medical Support Svcs Pay Run Date: Aug 2013



							Productiv	'e		Non-Produ	uctive		Non-Stand	dard	Other	r
Emp Name	Emp No.	Paypoint	Cost Centre	Paid Amt.	Pay Hours	FTE	Base	OT	Alw/Pen	Sick	Super	Other	Rec	LSL	Non FTE	Accrual
Bruce, K J	00175055	75HP4 04	996540	\$9,736.15	152.00	1.00	\$7,145.06		\$114.98	\$95.27	\$971.72	\$381.07				\$1,028.05
996560						Hours:	142.50			1.90		7.60		14.3		
Collins, D R	00129970	30NRG7P 03	996540	\$11,411.41	152.00	1.00	\$7,828.75		\$673.15		\$1,050.70	\$412.04			-\$121,96	\$1,568.73
						Hours.	144.40					7.60				
Dowell, L M	00051152	75HP5 02	996540	\$5,487.60	76.00	0.50	\$3,971.19		\$57.50		\$532.98	\$209.01	A ST -			\$716.92
R6200						Hours:	72.20					3.80		1. 20		
Francisco, I D	00051375	10AO6 04	996540	\$4,198.24	76.00	0.50	\$3,565.20				\$454.56			1	-\$298.54	\$477.02
						Hours:	76.00									
Harwood, R L	00114727	10AO5 04	996540	\$41,299.28	223.76	1.47	\$1,069.56				\$136.37	\$42,929.19			-\$2,346.43	-\$489.41
						Hours:	22.80						72.29	128.67		
Harwood, R L	00114727	10AO6 04	996540	\$2,047.31	38.00	0.25	\$1,782.60				\$227.28			1.0		\$37.43
						Hours:	38,00									
🗶 Natho, S E	00052733	75HP5 02	996540	\$2,391.73	76.00	0.50	\$1,045.05		\$133.01		\$532.98	\$209.01				\$471.68
Phan						Hours:	19.00					3.80	53.20			
Stedman, T J	00050910	20MMOI2 03	996540	\$16,071.90	80.00	0.50	\$8,518.50		\$5,026.26		\$1,180.20					\$1,346.94
						Hours:	80.00									
Report Totals				\$92,643.62	873.76	5.72	\$34,925.91		\$6,004.90	\$95.27	\$5,086.79	\$44,140.32			-\$2,766.93	\$5,157.3
						Hours:	594.90	9		1.90		22.80	125.49	128.67		

Date Printed: 16/09/2013

The Information contained in this report is STRICTLY confidential and must be treated accordingly, be advised that it is the responsibility of the viewing officer to ensure the integrity of this information.

Page 1 of 3

iscal, Measures by Division QH_ALT_7, Account

					201	4		
Skinza					Aug 2	013		
Gurrent Date; 1669-2013 11.31:25 AV		Actual	Budget	Budget Varia	YTD Actual	YTD Budget	YTD Budget Variance	Full Year Budget
Clinical-Medical Support S	Labour - Health Practitioners	17,217	9,793	-7,424	42,375	20,035	-22,340	116,561
	Labour - General	909	671	-238	1,944	1,340	-604	8;024
	Labour - Managerial & Clerical	5,648	8,888	3,240	14,831	18,039	3,208	107,133
	Labour - Medical	17;573	18,609	1,036	37,787	38,139	352	219,491
	Labour - Nursing	12,922		-12,922	24,505		-24,505	
	Other Employee Related Expen	134		-134	274		-274	
	Labour Related Taxes	-287		287	-287		287	
	Non Labour Expenses	789	147	-642	1,217	216	-1,001	1,199

-344,877

Personal and sensitive information must be responsibly and transparently collected and managed in accordance with the privacy principles applicable to Queensland Health.

11:42 16/09/13

Page 1

Page 1

. . . .

.scal by Division QH_ALT_7,Paypoint,Measures

Sibius Effective Date, 11:69/2013					20)14		
Veneni Dale:16/02/2013 11:53-50 AM			Jul 2013	Aug 2013	Sep 2013	Oct 2013	Nov 2013	Dec 2013
Clinical-Medical Support S	Managerial and Cler	QH FTE	0.80	0.90	0.50			
		Budgeled FTE	0.94	0.92	0.89	0,96	0.88	0.9
		QH FTE Var	0.14	0.02	0.39	0.96	0.88	0.9
	Managerial and Clerical	QH FTE	0.80	0.90	0.50			
		Budgeted FTE	0.94	0.92	0.89	0,96	0.88	0.9
		QH FTE Var	0.14	0.02	0.39	0.96	0.88	0.9
	Medicat incl VMOs	QH FTE	D.50	0.50	0.10			
		Budgeted FTE	0.50	0.48	0.46	0.50	0.46	0.5
		QH FTE Var	0.00	-0.02	0.36	0.50	0.46	D.:
	Nursing	QH FTE	0.90	1.00	1.00			
		QH FTE Var	-0.90	-1.00	-1.00			
	Professional and Technical	QH FTE	2.00	1.65	1.50			
		Budgeted FTE	0.95	° 0.92	0.88	0.97	0.88	0.
		QH FTE Var	-1.05	-0.73	-0.62	0.97	0.88	0.1
	All Paypoints	QH FTE	4,20	4.05	3.10			
		Budgeted FTE	2.39	2.32	. 2.23	2.43	2,22	2.
		QH FTE Var	-1.81	-1.73	-0.87	2.43	2.22	2.

Personal and sensitive information must be responsibly and transparently collected and managed in accordance with the privacy principles applicable to Queensland Health.

11:44 16/09/13

EXHIBIT 89				C)				000.0001.000 S.5000.0	
Run Date: 16/09/2013				Staff. J F	Profile for Clir Process Nu			port Sves				Qu Go	eensland vernment	
Emp Name	Emp No.	Cost Centr	re Paypoint	QHD Job Code	Position ID	Employ Type	Pay Status	Occupied Status	End Date	Employed Hours	Occupied HC	Occupied FTE	Appointed FTE	
Stedman, Terry	00050910	996540 -	20MMO12 03	Medical Director	30469584	FT - Perm	Active	SUBSTANTIVE		40.00	0.50	0.50	0.50	
Position: DIRECTOR CL	INICAL SERVI	CES WT (304	469584)	Org Unit: Clinical Svs	Senior Medical MH The	e Park (700716	36)			40.00	0.50	0.50	0.50	
Facility: THE PARK CEN	ITRE FOR MEN	TAL HEALT	н	Reports to: EXEC DIRI	ECTOR NURS&MIDSV	S RURAL HLT	H WM	Position Type: Per	m	Approved FTE:	0.50	Var: 0.00	0.00	
Comments:								Name:						
Verified and Corrected where	required:		······································			Date verified		Position:						

Date Printed: 16/09/2013

Queensland Government			Employ		vement - Temp ner Duties/Acting at	
 effective date. This form is to be used by Queensl appointment to a position either in 	and will be made avail. on this form will not be Older Than Three Month ind Health employees an	ble to appropriat disclosed to other Form' must be pro d line managers to	e authorised officers of parties without your co ovided in addition to this	Queensland Hea onsent unless re- form if this claim	alth or agents employed by Queer	nsla 1
Employee Details Person ID	Por	sonnel assignmer	t number (PAN)			
					Please Indicate (✓) here if you wor more than one position in QLD He	
E Family name	Firs	t name/s			niore man one position in QLD ne	art
NEILLIE	D	arren				
Visa Notification (if applicable)			e	V 2 33		
Note: The sponsorship obligations for vi Proposed Change Type Higher duties Higher duties Acting at le Indicate below if this form relates to either New Extension	vel	ktension to an exis			reviously documented appointment	
Proposed Position Details				-		
Request to Fill a Vacancy Form attached Position ID 30046560		inn bialn			Classification (on A	0
Position 10 30 4 6 9 5	I The second sec	ion title	linical Servic	00	Classification (eg. A	104
	date				Percentage of allow	van
20-08-2013 19	-11-2013		age of higher duties all oyees under the provis		applies only	
Organisational unit number	Orga	nisational unit na	me			_
7 0 0 7 1 6	3 6 1	70071635 (Clinical Svs S	nr Medica	I MH - The Park	
Facility address				Job ac	Ivertisement reference (If applicab	ole)
Wolston Park Road, WA	COL QLD 40					
Current occupant (if applicable)		[ner duties / acting at lev g while on rec			
Dr Terry Stedman Concurrent / Aggregate: Please Indicate position Employment Basis full-time 2 Pa Award/EBA Name	⟨✓⟩ here if the employe rt-time	e will continue to		ition in conjunct		
Health Practitioner (Queensland Healt	h) Certifled Agreemer	t (No.2) 2011				
taff Movement Details						
leason for vacancy					······	_
Recreation Leave Relief						
Vork Contract					, Reason for additional we	nol.
/orking arrangements	Shift arrangem	ents	Recreation leave	e accrual	leave	eK
9 day month (ADO accrual)	Single shift only	\checkmark	4 weeks / annum		Working public holidays	
tandard hours (non ADO accrual	Two shifts		S weeks / annum	\checkmark	Continous shift work	
ariable working hours	Continuous shift	work	6 weeks / annum		Working with radium	-
-	12 hour shift arra				(radiographers only)	-
day fortnight	applies	gennen			1	

Government				- 10				(High	er Dutie	s/Acting	g at Lev
Employee	Reference	2	Perso	пD			Pe	ersonnel assig	jnment numb	er (PAN)	
w. J.c.L											1
Work Sche		<u> </u>			oster pattern rep						
employee wo Please compl Week one					ghtly / monthly) 07:00 - 15:30) to	advise the emp	OK one c	ycle to the ne			L
2.35			Meal	oreak*					h	oreak*	
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Monday	08:00	17:00	12:00	13:00	8	Monday	08:00	17:00	12:00	13:00	8
Tuesday	08:00	17:00	12:00	13:00	8	Tuesday	08:00	17:00	12:00	13:00	8
Wednesday	08:00	17:00	12:00	13:00	8	Wednesday	08:00	17:00	12:00	13:00	8
Thursday	08:00	17:00	12:00	13:00	8	Thursday	08:00	17:00	12:00	13:00	8
Friday	08:00	17:00	12:00	13:00	8	Friday	08:00	17:00	12:00	13:00	8
Saturday						Saturday					
Sunday						Sunday					
			Total we	ekly hours	40				Total w	eekly hours	40
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Queensland		спр	loyee Move (Higher	Duties/Acting	
	Person ID		Personnel assignm	ent number (PAN)	
Employee Reference					
			1 <u></u> 1		
mployee Certification (mandat	ory completion required	d - refer note* below)			
gree to the above changes to my emp pplicable). I also certify that I have beer FBT Concession Eligibility status that n position, employment status, terms of ended by my line manager with the ap	n Informed by my line manage nay result from this variation to employment and/or roster. I a	er/supervisor of the conseque o my employment contract a also acknowledge that as this	nces of this change to my: nd appointment is of a tempo	orary nature, the contrac	- 10
nployee's		Date	Supervisor's signature in	n lieu*	
		11-09-2013			
n exceptional circumstances where the herwise been completed in full and de					
legate Approval (mandatory c	ompletion required)				
legate Approval (mandatory c e employee's entitlement to recurring 5 / SES Higher Duties only: 1 the employee be allocated a governr	g allowance changes, please co			ef? Yes	No [
e employee's entitlement to recurring	g allowance changes, please co	r private use or home garagin	g during this period of reli	ef? Yes	No [
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(227222)

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Walker