

QUEENSLAND**COMMISSIONS OF INQUIRY ACT 1950****COMMISSION OF INQUIRY (No.1) of 2005****BUNDABERG HOSPITAL COMMISSION OF INQUIRY****STATEMENT OF DR KEES NYDAM**

- 1 I, **DR KEES NYDAM**, Clinical Director of Alcohol, Tobacco and Other Drug Services of c/- Bundaberg Hospital, Bourbong Street, Bundaberg in the State of Queensland, acknowledge that this written statement by me dated 31 May 2005 is true to the best of my knowledge and belief.
- 2 This statement is made without prior knowledge of any evidence or information held by the Inquiry which is potentially adverse to me and in the expectation that I will be afforded procedural fairness should any adverse allegation be raised against me.

Qualifications and Experience

- 3 I was awarded a Bachelor of Medicine, Bachelor of Surgery from the University of New South Wales in 1977. I attained Fellowship of the Australian College of Emergency Medicine in 1986. I am also a Fellow of the Australasian Chapter of Addiction Medicine (AChAM), which is a Chapter of the Royal Australian College of Physicians (RACP). I am also a member of the Australasian College of Medical Administrators.
- 4 I have been employed at the Bundaberg Hospital (Hospital) since June 1999 and currently hold a number of concurrent positions. Those positions include:
 - 4.1 Clinical Director of Alcohol, Tobacco and Other Drug Services (ATODS) since June 1999;
 - 4.2 Director of Clinical Training since 22 August 2000; and

4.3 Assistant Director of Medical Services since April 2003.

- 5 From 8 September 2002 to 20 April 2003 I held the position of Acting Director of Medical Services, with the exception of an 8 week interval over Christmas 2002 when Dr Lynn Hawkin was acting. The previous Director of Medical Services, Dr John Wakefield, had left the position and I had been appointed in an acting capacity whilst the Hospital recruited for the position. I remained in that position until approximately April 2003.
- 6 Attached and marked KN-1 is a copy of my Curriculum Vitae.

Circumstances Leading up to the Appointment of Dr Patel at Bundaberg Hospital (Term of Reference 2)

- 7 As Acting Director of Medical Services, I was responsible for the recruitment of all medical staff at the Hospital. I would estimate that at least 50% of my time was spent recruiting medical officers.
- 8 The process for recruitment of medical staff at the Hospital, having identified a vacancy, begins with a review or preparation of a position description. Attached and marked KN-2 is a copy of the position description for the position of Senior Medical Officer – Surgery reviewed and/or prepared by me.
- 9 The usual procedure is that the position is then advertised internally within Queensland Health and throughout Australia by newspaper.
- 10 There is a serious workforce shortage in respect of medical practitioners and it is not unusual that after several rounds of advertising within Australia, it is necessary for the Hospital to seek overseas applicants. To facilitate this, approval must be sought from Queensland Health for “Area of Need” status.
- 11 This allows placement of an advertisement in overseas press and medical journals.
- 12 Often the Hospital will simultaneously approach recruitment agencies to assist

in the identification and selection of appropriate candidates. However, an overseas trained doctor may only be appointed if Area of Need provisions are satisfied.

- 13 I received emails at that time, from a number of recruitment agencies inquiring about medical vacancies at the Hospital or to advise of potential candidates they had located. It is likely that in response, I sent out a group email to several recruitment agencies advising of our need for a Senior Medical Officer in Surgery.
- 14 I approached at least three recruitment agencies to provide curriculum vitae (CV) of prospective applicants for the advertised position of Senior Medical Officer – Surgery. Those agencies included Wavelength Consultancy Pty Ltd (Wavelength), the Royal Australian College of Surgeons Locum Service and AMAQ.
- 15 Sometime in late 2002 I was informed by Dr John Bethell, the principal of Wavelength, of a potentially suitable candidate for the position of Senior Medical Officer – Surgery. The application came from Dr Jayant Patel. On 13 December 2002, I received an email from Dr Bethell forwarding me a copy of Dr Patel's CV. Attached and marked KN-3 is a copy of Dr Patel's CV.
- 16 I personally reviewed the CV and recall having a discussion with Dr Bethell requesting further information regarding Dr Patel's application. This would include reference checking and asking Dr Bethell if there was any information that Dr Patel required from me regarding the position.
- 17 Dr Bethell subsequently undertook verbal reference checks from referees nominated by Dr Patel in his CV. These reference checks were faxed to me by Dr Bethell on 20 December 2002. Attached and marked KN-4 is a copy of those reference checks.
- 18 I recall at least two telephone conversations I had with Dr Patel who was, at that time, located in the United States. This was prior to my formal offer of employment.

- 19 Whilst I have no independent recollection of my discussions with Dr Patel, it was my usual practise to discuss pertinent features of the job including surgical workloads, the scope of clinical workload, staffing levels and a general discussion about the Bundaberg area itself.
- 20 The Senior Medical Officer – Surgery position was a 12 month locum appointment. In my experience as Acting Director of Medical Services, the procedure for recruiting medical officers for temporary positions is quite different to the formal, structured interview process undertaken in respect of permanent employees. The recruitment process for locums is a much less formal process and ordinarily involved review of the candidate's CV, reference checking and generally a telephone conversation with the potential candidate regarding the scope of the position.
- 21 I regarded Dr Patel's CV to be comprehensive and took it at face value. I considered that he had the qualifications and experience necessary to perform clinical duties in general surgery for a 12 month locum position at the Hospital. We had received a number of other applications through the recruitment agencies, from overseas trained doctors for the position. However, the majority of those applicants had sub-specialised in various areas of surgery or lacked first world experience. My preference was to recruit a General Surgeon with broader, first world experience. I had what appeared to me to be only two acceptable applicants, Dr Patel and another American Surgeon, Dr James Gaffield. Following the resignation of Dr Laksman Jayasekera, one of the Hospital's Senior Medical Officers in Surgery, Dr Gaffield was also employed. He commenced on 28 April 2003.
- 22 On 28 December 2002 I received an email from Dr Bethell advising Dr Patel had accepted the position of Senior Medical Officer – Surgery at the Hospital. Attached and marked KN-5 is a copy of that email.
- 23 By letter dated 3 January 2003, Wavelength advised of Dr Patel's provisional start date of 1 April 2003 with the Hospital. I completed and submitted an Area of Need application to Queensland Health, a copy of which is attached and marked KN-6. Wavelength confirmed they would liaise with the Medical

Board of Queensland (Board), the Department of Immigration and Dr Patel.
Attached and marked KN-7 is a copy of that correspondence

- 24 Once the appropriate candidate had been agreed upon, the usual procedure was that Wavelength would provide a copy of their terms and conditions.
Attached and marked KN-8 is a copy of those terms and conditions.
- 25 It was my understanding that any arrangements with Wavelength or any other agency, was conditional upon the candidate, in this case Dr Patel, meeting the requirements for registration with the Board. Wavelength was to ensure that the candidate would meet the Board's requirements for registration.
- 26 By correspondence dated 24 December 2002, a formal offer for the position of Senior Medical Officer was made to Dr Patel. This is a standard document sent by HR and I was not involved in that process. My experience with the travel arrangements of locum medical officers recruited from overseas is that return business class airfares are a usual term of their offer of employment if they are travelling on their own. Dr Patel was unaccompanied by his wife during the period of his employment with the Hospital. Attached and marked KN-9 is a copy of the letter of offer to Dr Patel.
- 27 The requirements for registration of Dr Patel with the Board were co-ordinated by Wavelength. In my experience, the usual procedure with overseas trained doctors is that in the days prior to commencing employment, they go to Brisbane to attend to their registration with the Board. They stay in Brisbane overnight at our expense, to complete the necessary paperwork for the Board prior to travelling to Bundaberg.
- 28 As indicated above, Wavelength provided an assurance with respect to the candidate's registration with the Board. We would not commence employment of any candidate if they were not registered with the Board.
- 29 In my capacity as Acting Director Medical Services, I was required to sign the following documents:
- 29 1 Queensland Health, Application for Area of Need Certification;

29.2 Department of Immigration and Multicultural and Indigenous Affairs,
Sponsorship for Temporary Residence in Australia, Form 55

I was also required to send correspondence to the Board, requesting Dr Patel be approved for temporary registration. Copies of those documents are attached and marked KN-10.

- 30 By letter dated 12 February 2003, the Board advised that Dr Patel had been granted special purpose registration for the period 1 April 2003 to 31 March 2004. That correspondence was copied to the Hospital. It was my usual practise to view all correspondence copied to me. A copy of that correspondence is attached and marked KN-11.
- 31 Dr Patel commenced employment on 1 April 2003 at the Hospital. Around the same time, Dr Darren Keating had been appointed permanently to the position of Director of Medical Services.
- 32 Following Dr Sam Baker's resignation on 20 August 2002, the Hospital began looking to recruit for the position of Director of Surgery. I was involved in interviewing for that position. Only two applicants met the selection criteria and proceeded to interview. Those applicants were Dr Boris Strekov, from Brisbane and Dr Jayasekera. Both applicants had attained Australian specialist qualifications (FRACS). Following a merit based formal selection process, Dr Strekov was offered the position. Dr Jayasekera was notified that he had not been selected for the position. On 28 December 2002, Dr Jayasekera resigned from the Hospital. The reasons Dr Jayasekera gave me for his resignation were twofold. Firstly, he wished to be closer to his family in Brisbane as he was commuting home from Bundaberg on weekends when he was not on call. Secondly, he stated that he felt it not ideal to remain as a specialist surgeon in a Hospital where he had previously worked as a trainee Registrar, as this impacted upon his professional relationships.
- 33 After considering the offer, Dr Strekov subsequently declined. Given Dr Jayasekera had resigned the Hospital needed to recruit an additional surgeon. For that reason, in addition to recruiting Dr Patel, the Hospital also employed

Dr Gaffield (refer paragraph 21 above). In the intervening period, before Dr Patel and Dr Gaffield commenced, short term locums were engaged.

- 34 Upon Dr Patel's arrival the Director of Surgery position remained vacant. The likely candidates for the position were the Hospital's two full-time staff surgeons, Dr Patel and Dr Gaffield. Dr Patel was the more senior of the two and also had more general surgery experience. Dr Gaffield had sub-specialised for approximately 3 years in plastic and reconstructive surgery and I believed that the appointee required more general surgical experience. Accordingly, upon his arrival, Dr Patel was offered the position of Acting Director of Surgery by me, which he accepted.
- 35 On 9 April 2003, I emailed Georgie Rose, Manager of HR and copied Val Coyle, Pay Mistress, requesting that Dr Patel be paid the Director of Surgery allowance. All formal documentation, approving payment of the director's allowance would have been undertaken by Dr Keating. Attached and marked KN-12 is a copy of that email.

Credentialing and Privileging

- 36 I am unable to say what took place in respect of Dr Patel's credentialing and clinical privileging. Dr Darren Keating had been appointed as Director of Medical Services when Dr Patel commenced employment on 1 April 2003. However, it is my understanding that no formal credentialing or privileging was undertaken, given Dr Patel's appointment was a temporary locum contract for 12 months. In addition as Director of Clinical Training, I would have been a member of any formal credentialing committee and have no recollection of undertaking this process in respect of Dr Patel.
- 37 Once Dr Patel commenced, there was no formal guidance or direction in respect of scope of practice, beyond what I had provided in our earlier telephone conversations. Given Dr Patel was a senior health professional I assumed he would operate within the scope of his experience and prior practice as a General Surgeon. With planned surgical procedures, the ordinary process was that the decision for surgery was obtained by a team of people

including the anaesthetists, theatre staff, nursing staff and so forth. I generally assumed that any Surgeon would communicate with the team to provide guidance as to the nature and scope of operations to be undertaken at the Hospital.

Subsequent Allegations or Complaints Regarding the Clinical Practise of Dr Patel (Term of Reference 3)

- 38 In my position as Clinical Director of ATODS and Director of Clinical Training at the Hospital, I attended several regular committees to discuss issues arising out of patient care and to examine clinical safety. One such committee was the Executive Forum Meeting. Members of that committee included the Director of Nursing, Director of Corporate Services, Director of Community Services, Manager of the Integrated Mental Health Unit, District Manager and the Directors of Clinical Departments including Medicine, Surgery, Obstetrics and Gynaecology, ATODS and the Department of Emergency Medicine. The general terms of reference of that committee included clinical safety and quality in health outcomes at the Bundaberg Hospital.
- 39 I estimate I would have attended over 80% of those meetings in my position as Director of ATODS. In addition to personally attending those meetings, I also would have reviewed the minutes of all of those committee meetings. I do not recall the Executive Forum Meeting committee ever receiving a complaint in respect of Dr Patel's clinical practice during the term of his contract with the Hospital.
- 40 The Division heads would ordinarily conduct their own monthly meetings to discuss any issues relevant to the particular Division. The minutes of those meetings would then be tabled at the Executive Forum Meeting for discussion. Similarly, I do not recall any substantive complains arising out of Dr Patel's practise.
- 41 I also attended a monthly committee meeting of the Senior Medical Staff Advisory Committee. This committee was predominantly composed of

clinicians and also included the District Manager and Director of Medical Services. It is a meeting open to all senior medical staff across all Divisions. Again, I would estimate that I attended approximately 80% of those meetings. I also read the minutes of all meetings held by this committee. Again, I am not aware of any complaints arising out of Dr Patel's clinical practice, until the announcements were made in the media.

- 42 I was aware of a number of personal issues between Dr Patel and other members of staff at the Hospital, including senior medical staff. However, in the absence of objective evidence to the contrary, I believed these as arising mainly due to personality differences or conflicts. Dr Patel was opinionated and could be loud and forthright.
- 43 My general understanding was that Dr Patel was well liked by both the nursing staff in the Operating Theatre, the medical students whom he supervised and most of the Junior Medical Officers who worked with him in the Division of Surgery.
- 44 Dr Patel appeared from my perspective to have a strong work ethic. He worked long hours and rapidly reduced the elective surgical waiting list. This commitment to reducing surgical waiting lists and an apparent enthusiasm to assist with Queensland Health corporate goals, appeared to disturb and even threaten a number of senior staff. In most meetings with the executive where I was present, Dr Patel behaved as a team player.
- 45 Mr Peter Leck had been appointed to the position of District Manager prior to my commencing with the Hospital on 29 June 1999. As District Manager, Peter Leck appeared focussed on ensuring the Hospital was operating within budget constraints.
- 46 Dr John Wakefield had been Director of Medical Services between April 2000 and June 2001, having already fulfilled the duties of that position in an acting capacity since my arrival in June 1999. Some time in 2001, Dr Wakefield had undertaken an investigation in respect of two senior clinicians at the Hospital.

- 47 Dr Wakefield's actions and Peter Leck's determination to remain within budget constraints appeared to be unpopular with a number of senior doctors and generated significant ill-will.
- 48 As District Manager, I believed that Peter Leck welcomed Dr Patel's success at reducing surgical waiting lists. Peter Leck appeared to me to be appreciative of Dr Patel's contributions to the Hospital's goals.
- 49 The first time that I was aware of any concerns regarding Dr Patel's clinical performance was sometime after the death of a patient, Desmond Bramich on 28 July 2004. Mr Bramich had been admitted to Hospital suffering significant chest trauma following a caravan falling on top of him. This patient was admitted in a critical but stable condition under the care of Dr Gaffield. I was not involved in the clinical care of Mr Bramich and therefore have no direct knowledge of his care. However, I understand that Dr Patel became involved in the patient's management at about day 3 of his admission and assisted in his resuscitation. Mr Bramich later died.
- 50 I became aware that this incident appeared to raise a number of clinical issues for several clinicians and I subsequently received a copy of a memorandum from Dr Darren Keating, Director of Medical Services addressed to Dr Patel and Dr Martin Carter, Director of Anaesthetics and Intensive Care. The memorandum requested that each prepare a written account or case audit of events leading up to the death of Mr Bramich. Dr Keating had requested each practitioner provide their response to Dr Keating and I. Attached and marked KN-13 is a copy of Dr Keating's memorandum.
- 51 The memorandum caused me some discomfort as I had been completely unaware of the depth of the concerns. In addition, I felt that this may place me in the position of having to be the authority in respect of a clinical event that I may not be appropriately skilled to analyse.
- 52 I understood that the purpose of Dr Keating's request was to generate an unbiased clinical audit in order to ascertain whether anything could have been done differently to have possibly prevented this patient's death.

- 53 Whilst I was uncomfortable about my involvement in this process I did not raise it directly with Dr Keating as other events seemed to overtake this. I simply assumed that I had been requested to undertake this given my history in dealing effectively with quality issues and my role as an educator.
- 54 I believe a written response was provided by Dr Carter but I do not recall ever receiving a copy. I am uncertain whether Dr Patel responded to Dr Keating's memorandum. However, some time after these events the case was in fact discussed at a radiology meeting. Dr Patel, other senior staff and I were present at that meeting. These meetings were conducted every Thursday morning and all medical staff were invited to present medical imaging of any patients that may be of interest to the group. Dr Patel participated in a discussion regarding the CT scan of Mr Bramich.
- 55 In the months that followed, I understand a complaint was made by Toni Hoffman, Clinical Nurse Consultant of the Intensive Care Unit at the Hospital. Whilst I was not involved in responding to Ms Hoffman's complaint, I understand that it may have subsequently escalated as a grievance.
- 56 I never saw a copy of Hoffman's complaint and am uncertain of the substance of it.

Complaint by female intern

- 57 In January 2005 I became aware of a complaint by an intern, in relation to potential boundary violations by Dr Patel. I became aware of this complaint in my capacity as Director of Clinical Training. I was contacted by Judy O'Connor, Medical Education Officer of the intern's complaint. The intern had come to us on secondment from the Mater Misericordiae Hospital in Brisbane, having just completed her training. She was on a twelve week surgical rotation at the Bundaberg Hospital. I was informed by the intern that she had received unwanted advances of a sexual nature from Dr Patel who had made a number of inappropriate comments to her. Judy O'Connor and I gave the intern advice regarding her complaint and put her in contact with an appropriate person in Human Resources.

- 58 As I understand it, the intern did not formalise her complaint in writing as she had indicated to Judy O'Connor and I that she did not wish to take it any further. I later became aware that the intern had discussed this issue with Dr Patel as part of her mid-term assessment with him, in his capacity Academic Coordinator-Surgery, a position he held with the University of Queensland. I recall the intern informing me of her discussions with Dr Patel and saying something to the effect that it was possible that she had misinterpreted Dr Patel's "signals".
- 59 Shortly after Toni Hoffman's complaint was tabled in Parliament in March 2005, there was a significant amount of media attention surrounding Dr Patel. I subsequently became aware that the intern had later contacted Dr Patel and invited him to have dinner as she "felt sorry for him". She told Judy O'Connor and I of her invitation a few days after it happened. She had come back to see me to inquire whether she could get out of her surgical rotation earlier than planned. She told me of her dinner meeting with Dr Patel and indicated that Dr Patel had again made unwanted advances toward her. I asked her what we could do to support and assist her and she indicated that she did not feel as though she would be able to complete her surgical rotation in Bundaberg. She requested that she be sent back home to Brisbane, a request which I facilitated.
- 60 Up to this point I had not had concerns with respect to Dr Patel's clinical competency, practice or interaction with staff. There had certainly been some rumours of complaints but I had formed the view that they were personality conflicts rather being of substance as no objective evidence had been presented at any forum at which I was present.
- 61 Given the seriousness of the allegations made against Dr Patel I had concerns regarding what may have been a boundary violation by him. I spoke directly to Dr Patel regarding the intern's allegations. Dr Patel refuted the allegations made by the intern and stated that he had not in fact accepted her dinner invitation. He gave an entirely different version of events to that given by the intern. Given the seriousness of the allegations made by the intern, I also discussed the complaint firstly with Peter Leck and later with Dr Keating.

Attached and marked KN-14 is a diary note made following my discussions with Dr Patel, Judy O'Connor and Peter Leck.

- 62 At the conclusion of the intern's rotation a report regarding her clinical performance was provided to the Director of Clinical Training at Mater Misericordiae Hospital by Dr Keating. I have not been privy to this report.
- 63 Shortly after these events Dr Patel returned to the United States. I believe this was some time in early April 2005. I believe that Dr Patel's contract had come to an end at this time and that he had elected to return home.

Other Relevant Incidents

- 64 There are only two other incidents that I am aware of concerning Dr Patel.
- 65 During the Christmas vacation in 2004 Dr Keating was on leave. I was Acting Director of Medical Services for approximately one week during his absence. During this time I was approached by Dr Peter Miach, Director of Medicine who asked me whether he could see Dr Patel's CV to ascertain where he had previously worked. I was aware that there was some conflict between Dr Miach and Dr Patel arising from Dr Patel's care of a renal patient. The patient had been admitted under Dr Patel for surgical reasons and, as I understand it, there had been a dispute between Dr Patel and Dr Miach as to the appropriateness of the patient being admitted under Dr Patel in view of his previous renal issues.
- 66 In view of Dr Miach's request I felt it appropriate to show him Dr Patel's CV, which I did.
- 67 The only other incident I was involved in occurred in the first half of 2004. I returned to work following the weekend and happened to meet with one of the Principal House Officers, Dr David Risson who looked to be somewhat upset. I asked him what the problem was and he informed me that he had been harshly dealt with by Dr Patel for something he had done whilst on shift over the weekend. We did not go into the circumstances giving rise to Dr Patel's dealing with Dr Risson and I was unaware of the nature of the incident itself.

Rather, I enquired of Dr Risson whether there was anything he wanted me to do. He said something to the effect of "No, just leave it". On that basis I did not take it any further.

68 I had no contact with Toni Hoffman regarding her complaints against Dr Patel.

69 After Dr Patel left the Hospital I had no further contact with him.

Signed at Bundaberg on 31 May 2005.



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Dr Kees Nydam

Clinical Director Alcohol, Tobacco and Other Drugs Unit
Bundaberg Hospital
Queensland Health

KN-1

Kees (Cornelius Martinus) Nydam

Summary of
employment history
Updated 24.05.05

PRESENT SUBSTANTIVE POSITION - Commenced 28th June 1999)

**Clinical Director and Staff Specialist Medical Officer:
Alcohol Tobacco & Other Drug Service (ATODS)
Bundaberg Base Hospital, Bundaberg QLD 4670**

**Senior Lecturer, School of Medicine Rural Clinical
Division The University of Queensland**

PRESENT ADDITIONAL RESPONSIBILITIES

- **Assistant Director Medical Services** (from April 2003 – present)
- **Acting Director Medical Services** (March 2002-April 2003)
- **Acting Director Department of Emergency Medicine
Bundaberg Base Hospital** (June 1999 - March 2003)
Plus
- **Regional Medical Officer, Queensland Ambulance Service,
North Coast Region, Wide Bay Burnett**
(Commenced 21 February 2000 - present)
Plus
- **Government Medical Officer**
(Commenced 21 June 2000 - present)
Plus
- **Director Clinical Training**
(Commenced 22 August 2000 - present)

PREVIOUS POSITIONS

Director of Critical Care: Campbelltown Hospital
(9th July 1996 – 25th June 1999)
Clinical Tutor - Medical Faculty, University New South Wales.

**Director Department of Emergency Medicine:
Campbelltown Hospital**
(10th January 1995- 8th July 1996)

**Medical Advisor to General Manager
Illawarra Regional Hospital (IRH)**
Plus

**Medical Advisor to Director of Operations,
Illawarra Area Health Service (I.A.H.S.).**

(October 10, 1994 till January 9, 1995)
(3 month secondment)

**Area Director of Emergency Services
ILLAWARRA AREA HEALTH SERVICE**

(March 87 till October 94)

ADDITIONAL RESPONSIBILITIES as of 1992:

- * Clinical Warden of Undergraduate studies (Surgery)
& Clinical Tutor - Medical Faculty, Uni. New South Wales.
- * Medical Controller MedPlan & District Functional
Health Co-coordinator DisPlan - Illawarra Region, NSW.

**Director Emergency Department
Campbelltown Hospital**

August 83 till February 87

Pre
Training

Specialist

**Registrar
Emergency Department**
Ryde Hospital EASTWOOD
(March 81 till August 83)

**Medical Adviser
AGIP (Overseas Oil Exploration)
Vietnam (8 months) / South Yemen (3 months)**
(January 80 till February 81)

**Registrar
Emergency Department**
Ryde Hospital EASTWOOD
(February 79 till December 79)

Resident
Prince of Wales / Prince Henry Hospitals RANDWICK
(January 78 till January 79)

Intern
Bundaberg Hospital, BUNDERBERG (Queensland) 6 months
Prince of Wales/Prince Henry Hospital, SYDNEY 6 months
(January 77 till January 78)

Professional
qualifications

MB BS (University NSW) 1977
FACEM 1986

Secondary
Education

St. Joseph's College, HUNTER'S HILL
SYDNEY NSW

PRIMARY DUTIES/RESPONSIBILITIES

- Provide a high standard of surgical care to patients of the Bundaberg Health Service District. This includes participation in acute in-patient care, out-patient clinics, participation in the 24 hour on-call and weekend roster and other duties as determined by the Director of Surgery.
- Ensure that equipment used in the clinical care of patients is in good working order and advise of any deficiencies.
- Provide consultation services to other departments of the Health Service.
- Document relevant clinical information legibly, concisely and accurately in medical records.
- Supervise clinical care of patients by junior staff.
- Assist in educational activities involving junior medical staff and students, nursing and allied health care personnel, and attend educational meetings as appropriate.
- Participate in research projects in conjunction with other health service staff.
- Assist in the development, implementation and review of quality assurance programs, peer review and managed care to ensure high quality clinical services.
- Advise in the development, review and implementation of policies and protocols for the provision of surgical services.
- Participate in the Planning, Performance and Review process.
- Be aware of and implement Infection Control policies and procedures.
- Participate in Hospital committees as necessary.
- Participate in a working environment that supports quality employment, Human Resource Management practices including Workplace Health & Safety, Employment Equity, Anti-Discrimination and ethical behaviour.

POSITION ACCOUNTABILITIES

The position is accountable for the provision of quality patient care in accordance with requirement of the Royal Australian College of Surgeons and the Australian Council on Healthcare Standards.

PERSON SPECIFICATION

Qualifications

- Possession of qualifications appropriate for registration as a medical practitioner in Queensland.
- Experience in the provision of surgical services in a large, busy public Health Service.

ADDITIONAL INFORMATION

Queensland Health is a "smoke free" employer. Smoking is not permitted in any Queensland Health facility except where specifically defined.

The Bundaberg Health Service District requires all employees to adopt appropriate and recognised measures to minimise the risk of infection and workplace injury to themselves, other staff and clients and to adhere to the Districts Infection Control Policy Manual and Workplace Health and Safety policies and practices.

A Bundaberg Health Service District *Confidential Agreement* is to be signed upon appointment.

SELECTION CRITERIA

Applicants must address each selection criterion.

- SC1 Registration of eligibility for registration as a medical practitioner with the Medical Board of Queensland.
- SC2 Possess contemporary surgical knowledge and experience.
- SC3 Demonstrated ability to supervise and teach junior staff attached to the department.
- SC4 Demonstrated high level of communication and interpersonal skills.
- SC5 Demonstrated commitment to participation in quality assurance programs.
- SC6 Ability to participate in a working environment that supports Quality Human Resource Management practices including Workplace Health and Safety, Employment Equity, Anti-Discrimination and ethical behaviour.

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KN-3

JAYANT (JAY) PATEL, MD, FACS.

- Personal:
- Excellent Health; Age 51; US Citizen.
- Home Address:
- 3739 NW Bluegrass Place
Portland, OR 97229
Phone: (503) 629-8129
E-mail: pateljayant@hotmail.com
- Education:
- AIMR
Passed Level 1 CFA Exam in June 2002
Candidate for Level 2.
 - CFP Training – College of Financial Planning
1998-2000. Passed CFP Board Certification Exam March 2000.
 - Diplomate of American Board of Surgery.
1988. Recertified 1996.
 - Surgery Residency 1978-1984
University of Rochester, Rochester, N.Y.
SUNY at Buffalo, Buffalo, N.Y.
- Positions Held:
- Staff Surgeon
Kaiser Permanente
October 1989 to September 2001
 - Clinical Associate Professor
Department of Surgery
Oregon Health Science University
1992 to present.
 - Surgery Residency Program Director
Kaiser Permanente
July 1990 to April 1998.
 - Surgery Residency Program Director
Emanuel Hospital/Bess Kaiser Integrated Surgery Program
June 1992 to June 1996.
 - Clinical Assistant Professor of Surgery
State University of New York at Buffalo
1984 to 1989.
 - Director of Surgical Education
Millard Fillmore Hospital, Buffalo, New York.
1984-1989.
- Professional Organization & Committee
- American College of Surgeons.
 - Educational Club of American College of Surgeons

- Recipient of the Teacher of the Year Award
Given by the surgery residents 1991 & 1992.
- Academic:
 - Academic appointments at the University since
Completing the residency training.
 - Examiner for the Certifying examination given
By the American College of Surgeons. 1996.
 - Several publications in peer review journals and
Book chapters.
 - Several presentations at local, national and
International meetings.
- Administrative:
 - Surgery Residency Program Director.
Achieved an ACGME accreditation without
Citation of Emanuel/Bess Kaiser Integrated
Residency program which was on Probationary Accreditation.
 - Invited to give a presentation at Association of Program
Directors in Surgery meeting on "Effect of Managed Health
Care on Surgery Education."
 - CQI Facilitator Training.
 - Award of Excellence in Quality Management, 1992.

Publications:

- 1 SC Kukreti, PS Trivedi, JM Patel. Hydatid Disease -- Report of Two Unusual Cases. The Quarterly Journal of Surgical Sciences. 11:136, 1975.
2. Jayant M. Patel, James S. Williams, John O. Naim, J. Raymond Hinshaw. Protection Against Pneumococcal Sepsis in Splenectomized Rats by Autotransplantation of Splenic Tissue into an Omental Pouch. Current Surgery. 38:323-325, 1981.
3. Jayant M. Patel, James S. Williams, Boris Shmigel, J. Raymond Hinshaw. Preservation of Splenic Function by Autotransplantation of Traumatized Spleen in Man. Surgery. 90:683-688, 1981.
4. Jayant M. Patel, James S. Williams, J. Raymond Hinshaw. Preservation of Splenic Function By Autotransplantation of Splenic Tissue in Human. World Journal of Surgery. 5:426, 1981.
5. Jayant M. Patel, James S. Williams, John O. Naim, J. Raymond Hinshaw. Protection Against Pneumococcal Sepsis in Splenectomized Rats by Implantation of Splenic Tissue into an Omental Pouch. Surgery. 91:638-641, 1982.
6. Jayant M. Patel, Erminio Rizzolo, J. Raymond Hinshaw. Spontaneous Subcapsular Splenic Hematoma as the Only Manifestation of Infectious Mononucleosis. JAMA 247:3243-3244, 1982 (English). JAMA 23:111-113, 1983 (Japanese).
7. James S. Williams, Jayant M. Patel, J. Raymond Hinshaw. Omental Pouch Technique for Reimplantation of Spleen. Surg Gynecol Obstetr 155:730-731, 1982.
8. J.M. Patel, R.J. Lanza fame, J.S. Williams, B. Mullen, J.R. Hinshaw. The Effect of Bupivacaine on Pulmonary Functions, Atelectasis and Narcotic Need Following Cholecystectomy. World Journal of surgery. 6:656, 1982.
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1. Protection Against Pneumococcal Sepsis in Splenectomized Rats by Implantation of Splenic Tissue into an Omental Pouch.
Society of University Surgeons – Residents Session. Hershey, PA. February 1981.
2. Preservation of Splenic Function by Autotransplantation of Traumatized Spleen in Man.
Central Surgical Association. Dearborn, Michigan. March 1981.
3. Preservation of Splenic Function in Human by Autotransplantation of Splenic Tissue.
Société Internationale de Chirurgie. Montreux, Switzerland. September 1981.
4. Preservation of Splenic Function in Human by Autotransplantation of Splenic Tissue.
American College of Surgeons. (Scientific Exhibit). San Francisco. October 1981.
5. The Effect of Incisional Infiltration of Bupivacaine on Pulmonary Functions, Atelectasis and Narcotic need following Cholecystectomy.
Collegium Internationale Chirurgie Digestive. Tokyo, Japan. September 1982.
6. Reimplantation of Human Spleen: An Alternative to Incidental Splenectomy.
Collegium Internationale Chirurgie Digestive. Tokyo, Japan. September 1982.
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Société Internationale de Chirurgie. Hamburg, Germany. September 1983.
9. The Effect of Site and Technique of Splenic Tissue Reimplantation on Clearance of Pneumococci from the Blood Stream.
Société Internationale de Chirurgie. Hamburg, Germany. September 1983.
10. Evidence of Protection Against Pneumococcal Sepsis by Splenic Autotransplantation.
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Basel, Switzerland. May 1984.

11. Splenic Tissue Implantation in Humans: An Update.
The American Association of the Surgery for Trauma. New Orleans. September 1984.
12. Experience with Splenic Salvage in a large Community.
Societie Internationale de Chirurgie. Paris, France. September 1985.
13. Prognostic Factors in Intra-abdominal Sepsis.
Societie Internationale de Chirurgie. Paris, France. September 1985.
14. Effect of Splenectomy, Hemisplenectomy, Splenic Artery Ligation and Splenic Tissue Reimplatation on Antibody Response to a T-dependent Antigen.
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15. Glomerulonephritis in Chronic GVH in Parental Kidney Grafts in F1 Mice.
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16. Experience with Major Hepatic Resection.
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17. The Effect of Managed Care on Graduate Medical Education in Surgery.
The Association of Program Directors in Surgery. New Orleans. October 1995.



May 4, 2001

RE: JAYANT M. PATEL, M.D.

To Whom It May Concern:

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In addition to Dr. Patel's experience with running a program he was to be a full-time practicing general surgeon in a very busy practice. This practice is a full range practice in a major metropolitan area.

From the time he started he dove into the work with full vigor. He rescued the program from extinction within one year and organized it into a first class experience for the residents. In 1996 the Emanuel-Kaiser program joined the University of Oregon residency program to become a single residency in the city. Dr. Patel continued to be active in the program. He directed the portion that was at St. Vincent's Hospital in Portland and was in active relationship with the University as far as the teaching program was concerned. He holds the Clinical Associate Professor title in the Department of Surgery at the University from 1992 to the present time.

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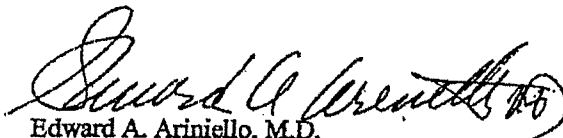
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Dr. Patel's recent decision to resign from the group comes with deep personal sorrow and regret for me. He will be difficult or impossible to replace.

I can recommend Dr. Patel without any reservations whatsoever. I feel that wherever he works or whomever he works for will be the beneficiary of his excellent skills and knowledge and will be all the better for it. He will be an asset to any group, hospital, or organization.

Sincerely,



Edward A. Ariniello, M.D.

Northwest Permanente, P.C.

Diplomate of the American Board of Surgery

Chief of Surgery (retired as Chief 2000)

EA/lrc



May 18, 2001

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Sincerely,

Peter M. Feldman, F.A.C.S., F.R.C.S. (C)

PF/lrc



June 4, 2001

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His very active surgical practice has encompassed all age groups of varied risk categories. With the exception of neonatal procedures he managed almost all the pediatric general surgical cases from 1990 to 1999. He also managed bulk of high risk oncologic patients who were preferentially referred to him by Oncology - Hematology and other services. He has always made himself available for consultation and assistance whenever requested by fellow physicians.

In addition to his busy clinical practice Dr. Patel was deeply involved in Emanuel-Kaiser integrated surgical residency program. He was voted "Teacher of the Year" for 1991 and 1992. He was also active in various hospital and professional staff committees.

Dr. Patel's professional expertise, passion and energy for quality patient care coupled with ethical and best practices advocacy, won him the vote of his colleagues for a "Distinguished Physician Award" in 1995.

These qualities undoubtedly will be an integral part of Dr. J. Patel's professional career, irrespective of the place of his practice.

Respectfully,

A handwritten signature in cursive script, reading "Bhawar Singh".

Bhawar Singh, MD, DABA, FACA

Department of Anesthesiology

N.W.P., P.C.

May 30, 2001

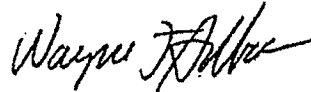
To whom it may concern

It gives me great pleasure to recommend Jayant Patel. I have known him since I was a resident at the former Legacy Emanuel/Kaiser Surgery Program in Portland, Oregon a decade ago. He was first a mentor to me, then program director and finally partner. Jay is an excellent teacher. His surgical and basic science knowledge is unsurpassed by anyone that I have met. At our weekly morbidity and mortality conferences he would bring up poignant surgical principles and back it up with appropriate literature. Because of his teachings, I was prepared for the annual surgical residents in training exam and board examinations. He was chosen as teacher of the Year by the surgical residents in 1991 and 1992.

Jay became program director of the surgery program at Emanuel in 1992 after our program was put on probation by the Residency Review Committee. I remember the expressions by my fellow residents of dissatisfaction about their educational experience when interviewed by the reviewer the year before. After taking over the reigns of the program, he arranged an early site visit by the Review Committee. They saw an improved program. The attitude of the residents about the residency was completely different. Because of his administration, the program was taken off probation in less than a year. He did this while he maintained a busy practice at Kaiser Permanente. He was program director until June of 1996. Soon after that the Emanuel/Kaiser Program combined with the OHSU Surgical Program. Before he was the Emanuel/Kaiser Program Director, he was the Surgery Residency Program Director for Kaiser, from July 1990 to April 1998.

Jay was awarded the Distinguished Physician Award at Kaiser in 1995. This is an award for distinguished service to Kaiser and to others as chosen by peers in our medical group. He was also honored by being an examiner for the Certifying Examination given by the American Board of Surgery in 1996. He has been a positive influence in my professional life. He has been a great partner to work with. Jay eased my transition from resident to attending surgeon after I became a Kaiser physician myself. He was more than happy to second assist or give a second opinion while I gained confidence. I am a better surgeon because of him.

Sincerely,



Wayne R. Gilbert, MD



4 June, 2001

Re: Jayant M. Patel, MD

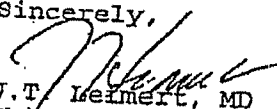
To whom it may concern:

I am writing on behalf of my colleague Jayant (Jay) Patel, MD and from the perspective of my role as Chief of the Department of Hematology-Medical Oncology. Immediately upon joining the Department of General Surgery of Kaiser Permanente in 1989, Dr. Patel became an invaluable resource to the Oncology department and to our cancer management effort generally. With unflagging energy and enthusiasm, Dr. Patel provided expert surgical consultation and procedures (some of immense difficulty and complexity) with an understanding of cancer natural history and of the literature of cancer medicine equal to that of any Oncologist. As such, we often considered him a member of our department.

Dr. Patel's interaction with patients and with support staff have been warm, instructive and professional. His chairmanship of our Tumor Board provided a setting in which lively and interesting discussions have had a practical and important impact on patient management. His availability for consultation day or night has been unparalleled by any provider in any department at any time in my professional experience at any institution.

I profoundly regret Dr. Patel's departure and recommend his services without reservation.

Sincerely,


J.T. Leimert, MD
Chief, Department of Hematology-Medical Oncology
3600 N. Kaiser Center Drive
Portland, OR 97227

Printed# 014200 on 05/24/01 02:29pm by user PATELJA on node KPNWOA

Kaiser Permanente Northwest Division
E L E C T R O N I C M E M O R A N D U M

Sent: 23-May-2001 08:31pm PDT
From: Nora Dantas, M.D.
DANTASNO
Dept: Internal Medicine
Tel No: 12 6136

TO: Jayant Patel, M.D.

(PATELJA)

Subject: Jayant Patel. M.D.

May 2, 2001

RE: Jayant Patel, M.D. F.A.C.S.

To Whom It May Concern;

I am writing this letter on behalf of Dr. Jayant Patel. I I worked with him very closely since he joined Northwest Permanente, P.C. in 1990 as a staff surgeon. I joined Northwest Permanente in July 1970 as a general internist and retired. in July 2000, however is back to work partime with the same organization. My 30 years of service have witnessed several changes at Bess Kaiser and different doctors in all the specialties in our organization. I have seen good and bad doctors, that stayed and left the organization. My experience with Dr. Patel was one of the best that happened to our organization. When he joined our medical group, I saw the big change in our surgical department. The surgical residency program grow and became one of the best, that our surgical residents that i have interactions with especially when we were at Bess Kaiser Hospital had good things to say about the program and Dr. Patel. I worked with him closely at our intensive care unit and saw him cared for the most difficult surgical cases at our hospital. I saw the good results. The nursing staff had good things to say about his surgical skills, his compassionate care and his realtionship with the nursing and medical staff.

My countless patients that he took care off for the last 10 years were very satisfied of his results and his skills, and I can say categorically, that no one ever gave me a negative feedback about him, which I always get as a primary care physician when patients come back to me.

The night calls in both hospitals were very peaceful, and pleasant every time I saw his name as the surgeon on call that night. He was always very accesible and pleasant when he is called for consultation. He does not complain when he comes in to give me his surgical opinion. He never complained about his work. I admired his hard work and dedication to his job, both as a Pediatric Surgeon at OHSU, and General Surgeon at St. Vincent Hospital.

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My personal experience as a patient and for my daughter was a very good one. He took his personal time to take care of my daughter and I when we needed help. It was very reassuring to us when a physician shows all the compassion, when you need most.

Dr. Patel will be a great loss to the organization and I am very saddened with his departure. I strongly recommend, that whatever or whoever he worked with will be a great asset to the medical group or organization.

Sincerely,

Leonora B. Dantas, M.D.

Northwest Permanente, P.C.

Dept. of Internal Medicine

KN-4



wavelength
CONSULTING

Wavelength Reference Check 2 for Candidate JAYANT PATEL

Recruiter: JOHN

Reference Check Date: 20/12/2002

Referee Name: PETER FELDMAN

Place of Work: KAISER PERMANENTE

Relationship: COLLEAGUE 5-6 YRS

Phone: +1 503 241 0534

Fax:

Clinical Knowledge,
Judgement + Referral:

EXTREMELY KNOWLEDGABLE ABOVE AVERAGE INTEREST IN SURGERY. SOMETIMES TOOK ON COMPLEX CASES HANDED TO HIM BY COLLEAGUES. FOUND IT HARD TO SAY NO.

Procedural Skills:

GEN. SURGERY, ABDOMEN BREAST SOME EXTREMITIES.

Work Under Pressure:

Reliability:

Bedside Manner:

Doctor Relationships:

Allied Health?

Suitable for Role?

Would you hire the person again? Yes

Comments:

Worked together in Busy surg depart.
Extremely good natured guy. Handled routine emergencies well. Well regard by patients - liked him
"Can do" guy
Vast majority of colleagues liked and appreciated him. He had a falling out with a very few of the surgeons at Kaiser
Not aware of any problems with theatre staff. Hard working guy wonderful colleague - I missed him when he left
nothing in personal life of concern

The above is a transcription of a verbal reference check carried out by Wavelength Consulting



Wavelength Reference Check 1 for Candidate JAYANT PATEL

Recruiter: JOHN

Reference Check Date: 20/12/2002

Referee Name: DR BHARWAR SINGH, DIR OF ANAESTHESIA

Place of Work: KAISER PERMANENTE, PORTLAND USA

Relationship: COLLEAGUE FOR 10 YRS

Phone: +1 503 350 1230

Fax:

Clinical Knowledge,
Judgement + Referral:

VERY GOOD, VERY SKILLFUL SURGEON. DELIBERATE IN DECISION MAKING SURGERY. ASKED
ADVICE APPROPRIATELY - WOULD ASK FOR OPINIONS IF NECESSARY

Procedural Skills:

GOOD GENERAL AND PAEDIATRIC SURGICAL SKILLS - SOME THORACIC

Work Under Pressure:

Reliability:

Bedside Manner:

Doctor Relationships:

Alfred Health? Excellent

Suitable for Role? Excellent

Would you hire the person again? Yes

Comments:

Worked together 1-2 times a week
Dealt well with emergencies - controlled way. Actively involved in training junior surgical staff.
To my knowledge patients held him in high esteem. Gets on with other doctors. Generally got along well with nursing staff - a perfectionist so
got upset if things not ready for him eg equipment. However was professional in manner.
Very conscientious & hardworking
Nothing of concern in his personal life
Suitable for general surg job.

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May 4, 2001

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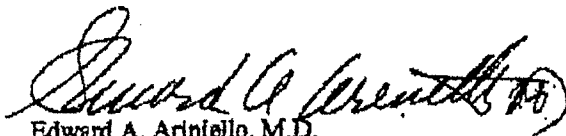
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EA/lrc



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PF/lrc



KAISER PERMANENTE

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Respectfully,

Bhawar Singh, MD, DABA, FACA

Department of Anesthesiology

N.W.P., P.C.

May 30, 2001

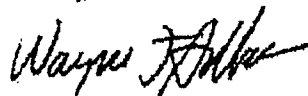
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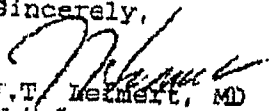
To whom it may concern:

I am writing on behalf of my colleague Jayant (Jay) Patel, MD and from the perspective of my role as Chief of the Department of Hematology-Medical Oncology. Immediately upon joining the Department General Surgery of Kaiser Permanente in 1989, Dr. Patel became an invaluable resource to the Oncology department and to our cancer management effort generally. With unflagging energy and enthusiasm, Dr. Patel provided expert surgical consultation and procedures (some of immense difficulty and complexity) with an understanding of cancer natural history and of the literature of cancer medicine equal to that of any Oncologist. As such, we often considered him a member of our department.

Dr. Patel's interaction with patients and with support staff have been warm, instructive and professional. His chairmanship of our Tumor Board provided a setting in which lively and interesting discussions have had a practical and important impact on patient management. His availability for consultation day or night has been unparalleled by any provider in any department at any time in my professional experience at any institution.

I profoundly regret Dr. Patel's departure and recommend his services without reservation.

Sincerely,


J.T. Mehnert, MD
Chief, Department of Hematology-Medical Oncology
3600 N. Kaiser Center Drive
Portland, OR 97227

Dec 17 02 11:14a

Pascarella

503 690 6169

Printed# 014200 on 05/24/01 02:29pm by user PATELJA on node KPNWOA

Kaiser Permanente Northwest Division
E L E C T R O N I C M E M O R A N D U M

Sent: 23-May-2001 08:31pm PDT
From: Nora Dantas, M.D.
DANTASNO
Dept: Internal Medicine
Tel No: 12 6136

TO: Jayant Patel, M.D.

(PATELJA)

Subject: Jayant Patel. M.D.

May 2, 2001

RE: Jayant Patel, M.D. F.A.C.S.

To Whom It May Concern;

I am writing this letter on behalf of Dr. Jayant Patel. I worked with him very closely since he joined Northwest Permanente, P.C. in 1990 as a staff surgeon. I joined Northwest Permanente in July 1970 as a general internist and retired in July 2000, however is back to work parttime with the same organization. My 30 years of service have witnessed several changes at Bess Kaiser and different doctors in all the specialties in our organization. I have seen good and bad doctors, that stayed and left the organization. My experience with Dr. Patel was one of the best that happened to our organization. When he joined our medical group, I saw the big change in our surgical department. The surgical residency program grew and became one of the best, that our surgical residents that I have interactions with especially when we were at Bess Kaiser Hospital had good things to say about the program and Dr. Patel. I worked with him closely at our intensive care unit and saw him cared for the most difficult surgical cases at our hospital. I saw the good results. The nursing staff had good things to say about his surgical skills, his compassionate care and his relationship with the nursing and medical staff.

My countless patients that he took care of for the last 10 years were very satisfied of his results and his skills, and I can say categorically, that no one ever gave me a negative feedback about him, which I always get as a primary care physician when patients come back to me.

The night calls in both hospitals were very peaceful, and pleasant every time I saw his name as the surgeon on call that night. He was always very accessible and pleasant when he is called for consultation. He does not complain when he comes in to give me his surgical opinion. He never complained about his work. I admired his hard work and dedication to his job, both as a Pediatric Surgeon at OHSU, and General Surgeon at St. Vincent Hospital.

Dec 17 02 11:15a

Pascarella

503 690 6169

My personal experience as a patient and for my daughter was a very good one. He took his personal time to take care of my daughter and I when we needed help. It was very reassuring to us when a physician shows all the compassion, when you need most.

Dr. Patel will be a great loss to the organization and I am very saddened with his departure. I strongly recommend that whatever or whoever he worked with will be a great asset to the medical group or organization.

Sincerely,

Leonora B. Dantas, M.D.

Northwest Permanente, P.C.

Dept. of Internal Medicine

KN-5

From: Kees Nydam
To: "john@wave.com.au" SMTP.CORPORATE-SYSTEMS
Date: 30/12/2002 10:25am
Subject: Re: Patel has accepted the post

John

We have a short term locum until the first week of March. It would be reasonable to give Dr Patel a weeks handover/orientation so it would be more suitable for us to aim for March 1st. There should be no problem getting him back to the US for March 3004 as long as we have advanced notice of when to look for his relief.

Kees

Dr Kees Nydam

>>> "John Bethell" <john@wave.com.au> 12/28/02 08:28am >>>
Kees

Dr Patel has accepted the position. He has a couple of questions. He wonders if you will buy the airline ticket and send it to him or if he should buy it himself and you re-imburse.

He wants confirmation that you will pay for a hotel room for the first 4 weeks.

He is suggesting a possible start date of March 1st. We will get the ball rolling with the DOH, QMB and immigration on Monday. However this start date would be in the possible delay range from experience.

We will do what we can.

He also stresses that he must be back in the USA by next March (2004) when his daughter graduates from Med School.

Kind Regards

Dr John Bethell
Wavelength Consulting Pty Ltd.

Tel: +61 2 9332 3368
Fax: +61 2 9475 1336
U.K. Mobile (0709) 236 2513 (...diverts to Australia + 11 hours)

john@wave.com.au
www.wave.com.au

CC: Lyn McKean

KN-6

17 JAN 2003

QUEENSLAND HEALTH

APPLICATION FOR AREA OF NEED CERTIFICATION

This application form must be completed by all sponsoring employers requesting support for a Temporary Resident Doctor (TRD) to enter Australia under a temporary work visa (visa subclass 422).

This form is not required for other visa subclasses.

All sections of this form must be completed to enable prompt processing. A curriculum vitae must be attached if this is a new application.


Please type or print in black ink to enable clear photocopying and send the completed form to the Principal Medical Advisor, Queensland Health. Once signed by the Principal Medical Advisor, a copy of this form will be forwarded to the Medical Board of Queensland and the original form will be returned to the sponsor for attachment to the employers application (form 55) to the Department of Immigration and Multicultural Affairs for visa subclass 422.

Sponsored doctor: Surname PA TEL		First Name: JAYANT	
Sponsor/employer (hospital or practice name): BUNDABERG BASE HOSPITAL			
Proposed geographical location (town/s): BUNDABERG			
Is the proposed location:	Remote	Rural	X Other
Type of medical practice:			
Hospital	X	Position (please state).... Senior Medical Officer, Surgery	
General Practice		Solo	Group Medical Clinic
		Deputizing Service	Locum
Specialist Practice		Hospital	Private Practice
Specialty (please state)			
Qualifications: (please state - include date and issuing institution)			
MBBS - Saurashtra University, India - 1973			
MS (General Surgery), Saurashtra University, India - 1976			
Postgraduate experience and training (please state):			
REFER TO ATTACHED CV			
Total number of years of postgraduate experience:			
For non-specialist applications, specify postgraduate experience in:			
emergency medicine		months	no
Date of Visa/Registration Requested: from: 1 st April 2003 to: 31 st March 2004			

Is this a: new application ☒ extension of existing sponsorship ☐

Note: the sponsored doctor must have agreed to the proposed period of sponsorship or the extension of the period of sponsorship.

Sponsor: I confirm that the details on this application are correct and that I have obtained at least two independent referee reports about the sponsored doctor specific to this application.

Signature of sponsor: 

Name, title and address (please print) DR. KEES NYDAM
A/DIRECTOR OF MEDICAL SERVICES
BUNDABERG BASE HOSPITAL
PO BOX 34
BUNDABERG Postcode 4670

Telephone: (07) 41502210

Fax: (07) 41502029

For Queensland Health Use Only

QUEENSLAND HEALTH

ENDORSEMENT OF AREA OF NEED APPLICATION


The application for Dr. JAYANT PATEL

to obtain a visa to work in Australia as a Temporary Resident Doctor: is ☒ is not ☐

consistent with the Ministerial Policy on Area of Need.

The application for registration under Section 135/S143A of the Health Practitioners Registration Act 2001 is supported: yes ☒ no ☐

Comments:

Signature:  17 11 2003

(Principal Medical Advisor, Queensland Health)

The completed form should be returned to: Principal Medical Advisor
 Health Advisory Unit
 Queensland Health
 GPO Box 48
 BRISBANE QLD 4001
 (07) 3234 0062 (fax)
 (07) 3234 1386

Phone enquiries:

KN-7



RECEIVED
06 JAN 2003

BY:

Mr Kees Nydam
Director of Medical Services
Bundaberg Hospital
P.O. Box 34
Bundaberg, QLD 4670

Level 2, 257a Oxford Street
Paddington Sydney NSW 2021

Email: info@wave.com.au

Tel: +61 2 9332 3368

Fax: +61 2 9475 1336

WAVELENGTH CONSULTING Pty Ltd
ACN 092 071 693
ABN 95 092 071 693

January 3, 2003

Dear Kees

Re: Dr Jayant Patel - Senior Medical Officer, Bundaberg Hospital

Thank you for using the services of Wavelength Consulting. I am pleased to confirm that Dr Patel has verbally accepted the above position with a provisional start date of 1st April 2003, for a period of 11 months.

We will manage & coordinate the registration and immigration processes on your behalf and ensure the timely arrival of our candidate.

What we will do.....

- Complete all relevant forms and submit to you for signature, before passing on to the appropriate parties as required
- Liaise with the candidate, Queensland Health, Medical Board (QLD MB) and Department of Immigration (DIMIA) on your behalf to ensure deadlines are being met
- Keep you up to date at all stages of the process.
- Inform you of the candidate's flight details and candidate's accommodation needs (if applicable)

*documents forwarded 8/1/03.
" returned by express mail 8/1/03*

What we require from you.....

Please sign and return by fax the following documents to this number **(02) 9475 1336** and then post the originals to us at Level 2, 257A Oxford Street, Paddington, NSW 2021:

- QLD Health Area of Need application form
- QLD MB form 1A
- DIMIA form 55


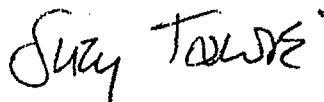
Please also fax, on your letterhead, the following letter (see Appendix 1 for addresses):

- Letter to the **QLD MB** requesting that the candidate be approved for temporary registration.

The Department of Immigration requires a sponsorship application fee of \$235. Please forward the cheque by post to Wavelength Consulting. Alternatively you can request that Wavelength raise the cheque on your behalf and pass on the cost in our invoicing process.

If you have any queries about the above process please do not hesitate to contact me on **(02) 9332 3368**.

Yours sincerely



Suzy Tawse
Wavelength Consulting

Appendix 1

Addresses

QLD Medical Board

19th Floor, Forestry House
160 Mary Street
Brisbane QLD 4000

GPO Box 2438
Brisbane QLD 4001

Wavelength Consulting

Level 2, 257a Oxford Street
Paddington, NSW 2021

Checklist

Documents to fax and post to Wavelength Consulting

Please fax all the documents below to Wavelength Consulting on (02) 9475 1336 and then post the originals to us at Level 2, 257a Oxford Street, Paddington, NSW 2021. You do not need to wait for them all to be ready – we will pass on relevant documents as we receive them to speed up the process.

Documents	Check
Letter of Offer to Candidate – <i>received</i>	<input type="checkbox"/>
Completed and signed QLD Health AON application form	<input type="checkbox"/>
Completed and signed 55 (Immigration form)	<input type="checkbox"/>
Completed and signed QLD MB form 1A	<input type="checkbox"/>
Letter to QLD MB	<input type="checkbox"/>
Cheque for \$235 for DIMA	<input type="checkbox"/>

Terms and Conditions

Upon receipt of these Terms and Conditions it is understood that, if the Client proceeds to use the Services of Wavelength Consulting then these Terms and Conditions apply and are legally binding.

1. Definitions and Interpretations

- 1.1 "Wavelength" means Wavelength Consulting Pty Ltd – a company incorporated in New South Wales in Australia, having its registered office and principal place of business at Level 2, 257a Oxford Street, Paddington, NSW, 2021.
- 1.2 "Client" means any organisation or individual that engages the Services of Wavelength.
- 1.3 "Parties" means Wavelength and the Client.
- 1.4 "Agreement" means an understanding that the Parties are engaged in business as per the Terms and Conditions.
- 1.5 "Candidate" means any individual or entity referred by Wavelength for a Position with the Client for employment, either in a Substantive or Locum Position.
- 1.6 "Charges" means the amount payable by the Client to Wavelength, for the introduction and placement of the Candidate with the Client, as set out in the Schedule.
- 1.7 "Confidential Information" means any and all information disclosed by another Party pursuant to this Agreement relating to:
 - 1.7.1 the business of either Party or their respective business partners/Clients;
 - 1.7.2 personnel, policies, business strategies of either Party;
 - 1.7.3 trade secrets or other property information including Intellectual Property and any information marked "confidential", or information which might reasonably be understood to be confidential to either Party.

But Confidential Information does not include any information previously known to either Party where such knowledge was within the public domain.
- 1.8 "Locum" means a Candidate introduced by Wavelength to the Client to fill a temporary Position in which the Candidate is not on the permanent payroll of the Client and the Candidate is paid at a Locum rate.
- 1.9 "Locum rate" means the amount paid by the Client to the Locum, based on a dollar value per unit time (e.g. hours, days, weeks etc) and paid at a rate higher than the normal full-time salary.
- 1.10 "Position" means the appointment of the Candidate in a Locum or Substantive Position or any other Position to which the Client appoints the Candidate within 12 months of the introduction of the Candidate by Wavelength to the Client.
- 1.11 "Salary Package" means the total of all rewards of any nature including (without limitation) annual salary or rates of pay provided in an industrial instrument, superannuation, provision of a motor vehicle and allowances such as mileage allowance or sustenance allowance, which the Client agrees to pay to or provide to the Candidate for fulfilling the Position.
- 1.12 "Services" means the Services to be provided by Wavelength to the Client being the provision of information resulting in either directly or indirectly, the appointment of the Candidate for employment whether as a Locum, Substantive or in a fixed-term or permanent Position.
- 1.13 "Substantive" means a Candidate introduced by Wavelength who is appointed by the Client in a fixed-term or permanent Position and paid at an agreed rate.
- 1.14 A reference to a person includes a reference to bodies corporate and unincorporated associations and partnerships.
- 1.15 Where a word or phrase is given a specific meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- 1.16 Monetary references are references to Australian currency.
- 1.17 Where the context requires words in the singular, this includes the plural and vice versa.

Terms and Conditions

2. Services

- 2.1 Wavelength shall supply the Services to the Client pursuant to the Terms and Conditions set out in this Agreement.
- 2.2 Wavelength shall exercise its independent discretion as to the most appropriate and effective manner of supplying the Services to the Client.
- 2.3 Wavelength is not responsible for any cost and expenses including travel, relocation, registration, sponsorship, work permits, entry residency and/or work visas that may be required by law by the Candidate including and limited to the cost of certification, qualification, training, attending any courses deemed by the Client to be relevant for the Position.

3. Acceptance of Position

The Candidate will be taken to have accepted the Position if the Candidate enters into any contract, arrangement, practice, understanding or undertaking, whether directly or indirectly, formally or informally, to work for, or on behalf of, or in connection with the Client within 12 months of the Candidate being introduced to the Client by Wavelength.

4. Charges

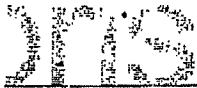
- 4.1 The Client will be obliged to pay the Charges pursuant to any invoice within twenty-one (21) days of the day that the invoice is issued.
- 4.2 Wavelength will provide a Tax Invoice in a form approved by the Australian Taxation Office as required by tax legislation, and, for Clients based in Australia, to support a claim for an Input Tax Credit for GST payable on the supply of Services.
- 4.3 If the Client disputes the whole or any part of any amount claimed in any invoice submitted by Wavelength the Client shall pay the proportion not in dispute within twenty-one (21) days of the date of the invoice and notify Wavelength in writing within seven (7) days of receipt of the invoice of any alleged grounds for dispute and the Parties shall thereafter act reasonably and in a timely fashion to resolve the dispute.
- 4.4 The Charges are exclusive of taxes and duties imposed or levied or leviable in Australia or overseas in connection with the supply of Services under this Agreement and exclusive of GST. The Parties expressly agree that the Charges may be increased to account for the imposition of any new tax after the date of this Agreement and the Parties agree that if the cost to Wavelength of its supply of Services is reduced by repeal of any existing tax then that reduction will be passed on to the Client before calculation of the new tax increase. Wavelength acknowledges that profiteering from the introduction of a new tax is prohibited by law.
- 4.5 In the event that the Client fails to pay the whole of any undisputed invoice within twenty-one (21) days of the date of that invoice Wavelength is entitled to levy interest on any unpaid amount at the rate currently then being charged by the Commonwealth Bank of Australia on overdrafts of less than \$100,000.00 plus 2%.
- 4.6 Unless otherwise provided for in this Agreement, the Client will not be responsible for advertising expenses in relation to the placement of the Candidate by Wavelength in the Position with the Client.

5. No Referral

The Client may not refer or recommend (directly or indirectly) a Candidate to any other person, firm, corporation, organisation or business entity within the period of 12 months commencing from the time of introduction of the Candidate to the Client by Wavelength. Should the Client do so, and the Candidate accepts a Position with that third party, then the Client will immediately pay to Wavelength the Charges.

6. Parties Status

- 6.1 Each Party to this Agreement is an independent contractor to the other and is not to, without authority, bind the other, by contract or otherwise, either through its personnel, employees, contractors or agents.
- 6.2 The Client is responsible for the payment, if any, of superannuation, workers' compensation and income tax, Goods and Services Tax and any other Government charge or levy incidental to the appointment and or employment of the Candidate.



7. Confidentiality and Conflict

- 7.1 Except with prior written agreement, neither Party to this Agreement shall disclose, divulge or release any Confidential Information or part of any Confidential information to any third party, nor will either Party appropriate any such information of the other Party for its own benefit or gain.
- 7.2 Each Party to this Agreement indemnifies the other against any and all loss, cost and expense incurred by either Party arising out of any breach in this clause.

8. Implied Terms

- 8.1 Subject to clause 8.2, any condition or warranty, which might otherwise be implied in this Agreement, is expressly excluded.
- 8.2 If any legislation implies a condition or warranty in this Agreement which is an agreement for the supply of the Services and that legislation prohibits contracts from excluding such an implied condition or warranty, then such condition or warranty is deemed included, however any liability of Wavelength for breach of such implied condition or warranty shall be limited at the sole discretion of Wavelength to resupply and the cost of the Services again.

9. Warranties and Limitations of Wavelength Liability

- 9.1 Wavelength warrants that it will use all reasonable care and skill in the supply of the Services
- 9.2 Wavelength will refer Candidates to the Client on the basis of the information provided to it by the Candidate. Wavelength will use reasonable endeavours to establish accuracy of information provided by the Candidate, however the Client must make and rely upon its own enquiries will regard to matters the Client considers relevant in determining to engage the Candidate.
- 9.3 The Client shall maintain adequate workers compensation insurance and public liability insurance for the Candidate throughout the term of the Position and indemnifies Wavelength in respect of loss or damage to Wavelength caused by any act or omission of the Candidate during the period of the Position.
- 9.4 Save and except for clause 9.2 the Client indemnifies Wavelength:
 - 9.4.1 Against any liability or damages, expenses, costs or compensation for any act or omission of the Client or its employees, agents or servants including, without limitation, any act or omission that may contravene the provisions of any equal opportunity legislation and the failure or alleged failure of the Candidate to duly perform its duties to the Client.
 - 9.4.2 Any act or omission of any third party which may result in the delay or failure of the Candidate to commence its duties with the Client.
- 9.5 Wavelength's liability for breach of any material term of this Agreement, or in tort, or under statute, or in equity shall be limited to a sum equivalent to the invoice for the Services in respect of which work the breach of contract, duty or statute has occurred.
- 9.6 Without limiting 9.5, in no event will Wavelength's liability include any amount for consequential loss or damage including loss of profits, loss of revenue, or any special, speculative, indirect or contingent losses
- 9.7 The Parties expressly agree that the limitation of liability in this clause is reasonable in view of the nature of the Services to be supplied pursuant to this Agreement.
- 9.8 The Client warrants that it has not relied on any representation made by Wavelength not expressly set out herein and acknowledges that to the extent that any such representation may have been made which is not set out herein, the Client has been provided with an opportunity to independently verify, and has satisfied itself as to, the accuracy of that representation.
- 9.9 The Parties expressly agree that the time within which any action may be brought arising out of this Agreement is limited to twelve (12) months from the date the cause of action arose or the date upon which the cause of action was or should reasonably have been discovered.

10. Force Majeure

Where a Party cannot perform any of its obligations under this Agreement (except an obligation to pay money) due to circumstances beyond its reasonable control, including but not limited to, acts of God, war, industrial disputes, change of law, power or mechanical failure, defects in telecommunication equipment and/or computer viruses ("Force Majeure") that Party's obligations are suspended for as long as the Force Majeure continues.

Continued...

11. Dispute Resolution

- 11.1 If the Parties cannot agree on any matter material to this Agreement, either Party may notify the other Party in writing of its intention to raise such matter to the level of Dispute. If the matter is not resolved within fourteen (14) days of such notice then a Dispute will exist between the Parties.
- 11.2 If a Dispute exists, the Parties agree to settle it through mediation administration by the Australian Commercial Disputes Centre ("ACDC") and in the event that the dispute has not been settled within twenty eight (28) days (or such other period as agreed in writing by the Parties after the appointment of a mediator, the dispute shall be submitted to expert determination administered by ACDC.
- 11.3 The expert shall be a person mutually agreed by the Parties. ACDC may assist the Parties by providing a list of suggested experts. Failing agreement, ACDC shall appoint the expert. In no event shall the expert and mediator be one and the same person.
- 11.4 The Parties agree to accept the determination of the expert as final and binding. Costs of any mediator and any expert shall be borne equally by the Parties. All mediation and/or expert determination shall take place in Sydney, Australia.

12. General

- 12.1 This Agreement is governed by and to be construed according to the laws in effect in the jurisdiction in New South Wales.
- 12.2 Any notice, request, demand, consent or approval sent pursuant to this Agreement must be legible and in English addressed to the appropriate Party and is deemed received:
 - 12.2.1 Where posted, three (3) business days from and including the date of postage;
 - 12.2.2 Where delivered by hand, when delivered to the addressee; or
 - 12.2.3 Where faxed and/or electronically mailed (e-mailed), when received by the addressee or if receipt is on a non-business day or after 4.00pm (addressee time) then at 9.00am the following business day.
- 12.3 Any variation of this Agreement must be in writing and agreed to and signed by the Parties and the writing must expressly refer to the term(s) or condition(s) of this Agreement to be varied.
- 12.4 Waiver of a breach of this Agreement or of any right or remedy arising upon a breach of this Agreement must be in writing and signed by the Party granting the waiver.
- 12.5 A breach of this Agreement is not waived by any failure or delay in the exercise, or partial exercise, of a right, power, authority, discretion or remedy under this Agreement.
- 12.6 Neither Party may in any way assign, transfer or dispose of any of its rights and obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Wavelength may without the Client's consent, engage individuals on a contract or consultancy basis, whether or not under a corporate structure, to assist in the supply of the Services. Wavelength may, in consenting to assignment, transfer or disposition by the Client of any of its rights under this Agreement make such consent subject to such conditions as it chooses to impose.
- 12.7 This Agreement constitutes the entire contract between Wavelength and the Client and any representation, warranty, condition, promise, undertaking or other provision not expressly set out in this Agreement is of no force or effect.
- 12.8 If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision, which shall be deemed deleted.
- 12.9 The clauses in this Agreement continue to apply until such time as the Client is notified of amendments in writing by Wavelength.



Wavelength Consulting Pty Ltd
ABN 65 092 071 663

Level 2, 257a Oxford Street, Paddington Sydney NSW 2021
Telephone +61 2 9332 3368 Facsimile +61 2 9360 3203
info@wave.com.au

KN-9

24 December 2002

Dr Jayant Patel
3739 NW Bluegrass Place
PORTLAND, OR 97229

E-mail Address: john@wave.com.au

Fax: 2 9475 1336

Formal Offer of a Position with the Bundaberg Health Service District

Dear Dr Patel

I have pleasure in confirming the offer of the Temporary Full Time position of Senior Medical Officer, Department of Surgery, Bundaberg Base Hospital with the Bundaberg Health Service District

It is noted that an expected start date would be February/March 2003 for a twelve month period, subject to Medical Board of Queensland and Immigration Department approval.

You will be employed under the provisions of the Senior Medical Officers' and Resident Medical Officers' Award - State. A brief summary of the major conditions of this award and additional information that will be of interest to you are as follows:

- Award Classification:** C1-1
- Salary:** \$A3,573.00 per fortnight
- Rental Subsidy:** Up to \$A150.00 per week \$ 300
- Comprehensive Package:** (As per attached IRM Policies as applicable)
- A fully maintained *motor vehicle* for work and private use. (As per attached IRM Policy 2.7-20)
 - Provision of a *communication package* - mobile phones, pager and, where appropriate, fax machine. (As per attached IRM Policy 2.7-21)
 - *Professional indemnity cover*.
 - *Study and conference leave* on full pay with expenses paid. (As per attached IRM Policy 3.7-4)
- Travel:** The Bundaberg Health Service District will pay economy class air fares for yourself, your wife (from place of residence to Bundaberg). If you wish this can be converted to a business class air fare for yourself.
- Transfer/Relocation Expenses:** All expenses are subject to negotiation with the District Manager, Bundaberg Health Service District. These allowances are not automatic and are to be negotiated at the time of acceptance of the Job Offer.
- Hours of Work:** 80 hrs/fort.

Recreation Leave: 25 days per annum.

Sick Leave: 10 days per annum. Sick leave is cumulative.

Long Service Leave: An employee who completes 10 years continuous and meritorious service shall be entitled to long service leave at the rate of 1.3 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.

Recognition of Previous Service: It is your responsibility to provide full documentation of previous service and/or experience for salary and leave purposes as per Policy IRM 4.2-5 and IRM 11.3-2. This documentation must reach the HRM Unit no later than one (1) month from the date of commencement. Please complete the enclosed *Staff Appointment form* and return to the Human Resources Unit.

Method of Payment: Facilities are available for the direct deposit of salary to the major banks and most building societies. It is a requirement that all staff have their salary deposited direct to a financial institution. It will therefore be necessary for you to complete the attached *Banking Details form* and return it no later than your first day of employment to the Human Resources Unit.

Position Description: Prior to commencing duties all employees are required to sign a current Position Description for their position. It will therefore be necessary for you to complete the attached *Position Description form* and return it to the Human Resources Unit.

Acceptance of Job Offer: If you are in agreement with employment under the conditions found in this Job Offer, please sign the enclosed *Job Acceptance form* and return it to the Human Resources Unit.

Superannuation:
(Permanent and Temporary employees)
An Accumulation account is opened. Employee contributions are commenced at the standard level of 5% and you automatically receive the higher level of 12.75% employer contribution. This is arranged through the State Government employee superannuation fund, QSuper who are notified on the commencement of your employment. Should you not wish to contribute at this rate, you can elect to reduce your contribution down and receive the corresponding lower level of employer subsidy.

Income protection insurance is automatically provided, with the premium charged as a percentage of salary based on age. You also automatically receive four units of death and total and permanent disability cover, which costs \$1 per unit/week.

Additional Voluntary contributions, do not attract higher levels of employer subsidy, but grow in line with QSuper earnings.

You will be sent a welcome package from QSuper outlining the conditions of your account and other account options, such as Defined Benefit Account.

Identification Cards:	Identification cards with photos are provided to all Bundaberg Health Service District staff. New employees should make arrangements through their supervisor for the production of their card.
Orientation:	All new employees should discuss their orientation program with their Supervisor. The job offer has been developed to provide general information.
Confidentiality/ Code of Conduct:	In the course of their work, Health Service staff come in contact with information that must be kept confidential at all times. All employees are reminded that irresponsible discussion of any matters regarding the Health Service facilities, staff and most importantly the patients is regarded as an offence. Please find enclosed a copy of the Queensland Health Code of Conduct and Bundaberg Health Service District Confidentiality Policy for your information, and the Bundaberg Health Service District Confidentiality Agreement. Please sign the <i>Confidentiality Agreement</i> and return same to Human Resources Unit within 5 working days.
Performance Management:	Employees are expected to perform their duties at a high standard. Performance Appraisal & Development (PAD) is developed annually and enables participation in the assessment and evaluation process. Please consult with your supervisor regarding your PAD.
Termination:	You may terminate your employment by giving 3 months notice or by the forfeiture of 3 months salary as the case may be.
Location:	Your employment is subject to your willingness to work at any of the facilities of the Bundaberg Health Service District should this become necessary at some time in the future.
Private Property Loss or Damage:	No liability will be accepted by the Bundaberg District Health Service for damages sustained to private motor vehicles while being driven or parked on Health Service property; or loss or damage, including loss or damage by fire or theft, to private property or personal effects which are being used or stored in premises or accommodations owned or used by the Bundaberg Health Service District.

I would like to offer my congratulations on your appointment and hope that your work with the Bundaberg Health Service District will be both beneficial and rewarding.

Yours sincerely

Georgie Rose
Human Resource Manager
Bundaberg Health Service District

Please ensure that all Commencement Forms listed on your New Starter Sheet are returned to Human Resource Management Unit at least three days prior to commencement of your appointment.

Enc: New Starter Information Sheet
Commencement Details Form (Four (4) Page Form)
Salary Sacrifice -- Memo
Employment Declaration Form
Staff Appointment Form
Staff Immunisation Form
Position Description Form
Job Acceptance Form
EEO Details Form
"Q Super" Form & Information Sheet
Bundaberg Health Service District Confidentiality Agreement & Policy
Queensland Health Code of Conduct

Please tick

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

cc Kees Nydam, Acting Director of Medical Services

JOB ACCEPTANCE FORM

The District Manager
Bundaberg Health Service District
PO Box 34
BUNDABERG QLD 4670

Re Position - Senior Medical Officer, Department of Surgery
 C1-1, 80 hrs/fort
 Status - Temporary Full Time
 (February/March 2003 for a twelve month period, subject to Medical
 Board of Queensland and Immigration Department approval)

I accept the above position and the terms and conditions as outlined in your letter dated
24 December 2002.

Signature

Name Dr Jayant Patel

Date

BUNDABERG HEALTH SERVICE DISTRICT
Position Description Form

This form is to be attached to the Position Description and included with the Job Offer

Name of Position: **Senior Medical Officer, Department of Surgery**
Temporary Full Time
(February/March 2003 for a twelve month period, subject to Medical
Board of Queensland and Immigration Department approval)

Classification/Hours: **C1-1 - 80 hrs/fort**

The preceding information is an accurate Statement of the Duties and responsibilities of this position.

Name of Supervisor: _____ Date: ____/____/____

Cost Centre Manager/Department Head: _____ Date: ____/____/____

I have read and understand the duties and requirements of the position as described in this Position Description and agree to be employed under such conditions and the relevant award.

Name of Employee: _____
Please print

Signature of Employee: _____ Date: ____/____/____

For use by the Human Resource Management Department

Date of Appointment: ____/____/____

Status:
Please tick

- 1. Permanent Full-time ☐
- 2. Permanent Part-time for _____ hours per fortnight ☐
- 3. Temporary Full-time from ____/____/____ to ____/____/____ ☐
- 4. Temp. Part-time from ____/____/____ to ____/____/____ for _____ hours per fortnight ☐
- 5. Casual Employment ☐

Human Resources Unit: _____

Date: ____/____/____

KN-10

17 JAN 2003

QUEENSLAND HEALTH

APPLICATION FOR AREA OF NEED CERTIFICATION

This application form must be completed by all sponsoring employers requesting support for a Temporary Resident Doctor (TRD) to enter Australia under a temporary work visa (visa subclass 422).

This form is not required for other visa subclasses.

All sections of this form must be completed to enable prompt processing. A curriculum vitae must be attached if this is a new application.

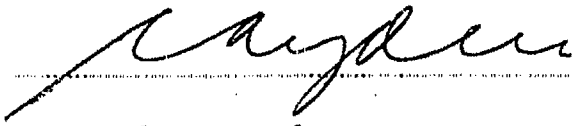
Please type or print in black ink to enable clear photocopying and send the completed form to the Principal Medical Advisor, Queensland Health. Once signed by the Principal Medical Advisor, a copy of this form will be forwarded to the Medical Board of Queensland and the original form will be returned to the sponsor for attachment to the employers application (form 55) to the Department of Immigration and Multicultural Affairs for visa subclass 422.

Sponsored doctor: Surname PATEL		First Name: JAYANT	
Sponsor/employer (hospital or practice name): BUNDABERG BASE HOSPITAL			
Proposed geographical location (town/s): BUNDABERG			
Is the proposed location:	Remote	Rural	X Other
Type of medical practice:			
Hospital	X	Position (please state) ... Senior Medical Officer, Surgery	
General Practice		Solo	Group Medical Clinic
		Deputizing Service	Locum
Specialist Practice		Hospital	Private Practice
Specialty (please state)			
Qualifications: (please state - include date and issuing institution)			
MBBS - Saurashtra University, India - 1973			
MS (General Surgery), Saurashtra University, India - 1976			
Postgraduate experience and training (please state):			
REFER TO ATTACHED CV			
Total number of years of postgraduate experience:			
For non-specialist applications, specify postgraduate experience in:			
emergency medicine	-	months	no
Date of Visa/Registration Requested: from: 1 st April 2003 to: 31 st March 2004			

Is this a: new application ☒ extension of existing sponsorship ☐

Note: the sponsored doctor must have agreed to the proposed period of sponsorship or the extension of the period of sponsorship.

Sponsor: I confirm that the details on this application are correct and that I have obtained at least two independent referee reports about the sponsored doctor specific to this application.

Signature of sponsor: 

Name, title and address (please print) DR. KEES NYDAM
A/DIRECTOR OF MEDICAL SERVICES
BUNDABERG BASE HOSPITAL
PO BOX 34
BUNDABERG Postcode 4670

Telephone: (07) 41502210

Fax: (07) 41502029

For Queensland Health Use Only

QUEENSLAND HEALTH

ENDORSEMENT OF AREA OF NEED APPLICATION


The application for Dr. JAYANT PATEL

to obtain a visa to work in Australia as a Temporary Resident Doctor: is ☒ is not ☐

consistent with the Ministerial Policy on Area of Need.

The application for registration under Section 135/S143A of the Health Practitioners Registration Act 2001 is supported: yes ☒ no ☐

Comments:

Signature:  17/11/2003

(Principal Medical Advisor, Queensland Health)

The completed form should be returned to: Principal Medical Advisor
 Health Advisory Unit
 Queensland Health
 GPO Box 48
 BRISBANE QLD 4001
 (07) 3234 0062 (fax)
 (07) 3234 1386

Phone enquiries:

**Sponsorship for temporary residence
in Australia (non business)****55***Details of sponsor*

1 Details of SPONSOR in Australia	Name of sponsor	BUNDABERG HEALTH SERVICE DISTRICT	
	Address	BUNDABERG BASE HOSPITAL BOURBONG STREET BUNDABERG	
	Australian Business Number (if applicable)	POSTCODE	4670
		N/A	
2 Do you agree to DIMIA communicating with you by facsimile, e-mail, or other electronic means?	No <input type="checkbox"/>	Facsimile number	(AREA CODE) 02 194751336
	Yes <input checked="" type="checkbox"/> Give details	E-mail address	suzy@wave.com.au
3 Will the sponsor be paying the salary of the nominee?	Name of employer paying salary		
No <input type="checkbox"/> Give details	Address		
Yes <input checked="" type="checkbox"/>		POSTCODE	
4 Nature of business	HOSPITAL		
5 Details of employees	How many people are employed by the employer in Australia? 800+		
	How many are in the same occupation as the sponsored position? 1 + 2 VMOs		
	How many employees are not Australian citizens or residents? 22		
6 Details of overseas organisation affiliated to the employer (if applicable)	Name of organisation	N/A	
	Address		
		POSTCODE	
7 Is this the first sponsorship by this sponsor?	No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> Attach the latest annual report and other information outlining the sponsor's activities in Australia.	

Details of employment offered

8 Job title	SENIOR MEDICAL OFFICER	
9 Occupation (if not described by job title)		
10 Is the position:	Full-time <input checked="" type="checkbox"/>	Part-time <input type="checkbox"/>
11 Proposed period of employment in Australia (years, months)	1 YEAR	

Continued on the next page ➤

12 Location of employment

City/town BUNDABERG Postcode 4670

13 Details of salary package

OR tick if attached ☐

Annual salary \$ 92,898

Other benefits

CAR + ACCOMMODATION (\$150 per week)
PROVIDED

14 Job description

OR tick if attached ☒

15 Qualifications and essential skills required for the position

OR tick if attached ☐

MBBS or MRCHB

Labour market details

16 Is the position part of a labour agreement or regional headquarters agreement (RHQ)?

No ☒ Go to question 17

Yes ☐ Give details

Labour agreement

Name of labour or RHQ agreement

Occupation title

Go to question 18

17 Was Labour Market Testing required?

Refer to the Notes on pages 3 and 4 of this form which detail the requirements for each visa subclass

No ☒ Give details

Not required for the subclass of visa

Visa subclass

Not required for the intended period of stay

Position is for senior

Other ☐ Please attach details

Yes ☐ Give details of the efforts you made to obtain suitable staff from the Australian workforce.

POSITION HAS BEEN ADVERTISED A
NUMBER OF TIMES OVER THE PAST
6 MONTHS. THERE HAVE BEEN NO
AUSTRALIAN APPLICANTS.

THIS DOCTOR IS CONSIDERED TO BE
SUITABLE WITH HIS OVERSEAS
QUALIFICATIONS.

- Attach copies of newspaper and other advertisements, the list of applicants and the reasons for non-selection.
- If you were required to lodge the vacancy with a job placement service provider, attach a printout of the vacancy record, or a lodgement waiver (certified by a job placement service provider).
- If Labour Market Testing was required but NOT done, attach a statement giving reasons why it was not done and why it is necessary to engage staff from overseas.

Continued on the next page ➤

Details of nominee and family members included in the sponsorship

18 Details of nominee

Family name	PATEL
Given names	JAYANT
Sex	Male <input checked="" type="checkbox"/> Female <input type="checkbox"/>
Date of birth	DAY MONTH YEAR 10 / 04 / 1980
Citizenship	
Address	3739 NW BLUEGRASS PLACE PORTLAND OREGON 97229, U.S.A.
Office hours	(AREA CODE))
After hours	(AREA CODE) +1 503 629 8129

19 Where will the nominee apply for their visa?

LOS ANGELES

20 Proposed date of arrival in Australia (if overseas)

DAY MONTH YEAR
15 / 08 / 2008

21 Give details of family members who will accompany or join the nominee in Australia during the term of the sponsorship

'Family member' includes spouse, unmarried dependent children, and certain unmarried dependent relatives.

Family name	
Given names	
Date of birth	DAY MONTH YEAR / /
Relationship to nominee	
Citizenship of passport	
Family name	
Given names	
Date of birth	DAY MONTH YEAR / /
Relationship to nominee	
Citizenship of passport	
Family name	
Given names	
Date of birth	DAY MONTH YEAR / /
Relationship to nominee	
Citizenship of passport	
Family name	
Given names	
Date of birth	DAY MONTH YEAR / /
Relationship to nominee	
Citizenship of passport	

Continued on the next page ►

Documents you must attach

- 22 Please attach the following documents to this application if you have ticked the 'attached' box in response to any question or if the document is listed as a requirement for your nominee's visa subclass. Take a copy of the documents for your own records.

Documents	Attached?
Q7 Evidence, such as financial or annual reports, bank statements, audit reports, a statement on company letterhead, or other material to show: <ul style="list-style-type: none"> the type of business the company is operating; recent business undertakings; financial status; the size of the business including the number of employees and the location of offices or plants; and how long the company has been operating 	<input type="checkbox"/>
Q13 Details of salary package	<input type="checkbox"/>
Q14 Job description	<input checked="" type="checkbox"/>
Q15 Details of qualifications and essential skills required for the position	<input type="checkbox"/>
Q21 Details of additional family members	<input type="checkbox"/>
Other attachments as listed for the nominee's visa subclass	<input checked="" type="checkbox"/>

OLD MB APPROVAL LETTER

Authorising another person

- 23 Do you want to authorise another person to act and receive communication about this application/sponsorship on your behalf?

No ☐

Yes ☒

After you have completed this page, complete form 956 Authorisation of person to act and receive communication on the next page.

(For further information on authorisation of a person to act and receive information, read the information at the front of this form)

Your sponsorship undertaking

- 24 We accept responsibility for:

- all financial obligations to the Commonwealth incurred by the nominee arising out of the nominee's stay in Australia, and
- compliance by the nominee with all relevant legislation and awards in relation to any employment entered into by the nominee in Australia.
- unless the Minister otherwise decides, compliance by the nominee with the conditions under which the nominee was allowed to enter Australia.

Signature of sponsor or delegated officer of sponsor

Name

Job title/position

Date

[Signature]

DR KEES NYDAM

A/DIRECTOR OF MEDICAL SERVICES

DAY MONTH YEAR
8 / 1 / 03



If this form was completed by a business with fewer than 20 employees, please provide an estimate of the time taken to complete this form:

include:

- the time actually spent reading the instructions, working on the questions and obtaining the information
- the time spent by all employees in collecting and providing this information

Hours

Minutes

**Authorisation of person to act
and receive communication**

Form

956**Authorisation by applicant or sponsor
or Business Skills visa holder****SPONSOR:**(Family name) **NYDAM, DR KEES**(Given names) **FOR BUNDABERG**(Date of birth) **HOSPITAL**

of (current residential address)

BUNDABERG BASE HOSPITAL**PO BOX 34****BUNDABERG POSTCODE 4670**authorise the following person to act on my behalf in relation to
(tick one box only)my application or sponsorship ☒ ORany correspondence concerning my Business Skills visa
(eg. monitoring and, where appropriate, cancellation)

in dealings with the Department of Immigration and Multicultural and
Indigenous Affairs (DIMIA). This includes authorising DIMIA to send that
person any communication, documents or notifications relating to my
application or sponsorship or Business Skills visa that would otherwise
have been sent to me.

Is this authorisation made in connection with an existing application?

No ☒Yes ☐ Give details of your existing application

Client number or file number or application receipt number

At which office was that application made?

Details of authorised personTitle: Mr ☐ Mrs ☐ Miss ☐ Ms ☒ Other ☐Family name **TAWSE**Given names **SUZY ELIZABETH**

Authorised person's postal address

WAVELENGTH CONSULTING**LEVEL 2, 257A OXFORD STREET****PADDINGTON, NSW POSTCODE 2021**Telephone number COUNTRY CODE AREA CODE NUMBER
+61 11 02 9332 3368Migration Agent Registration Number 7 DIGITS
(if applicable) **N/A : : : :**Applicant's
signatureDate **7:7:05****Consent by authorised person for
e-communication**As the authorised person named on this form, do you agree to DIMIA
communicating with you by facsimile, e-mail, or other electronic means?No ☐Yes ☒ Give detailsFacsimile number COUNTRY CODE AREA CODE NUMBER
+61 11 02 9475 1336E-mail address **SUZYT@WAVE.COM.AU**Authorised
person's
signatureDate **03.01.2005**

Department of Medical Services
Bundaberg Health Service District
Bundaberg Base Hospital
PO Box 34
BUNDABERG 4670

Telephone No: 4150 2210
Fax No: 4150 2029



**Queensland
Government**

Queensland Health

CN/lm

8 January 2003

The Registrar
The Medical Board of Queensland
GPO Box 2438
BRISBANE 4001

Dear Sir/Madam

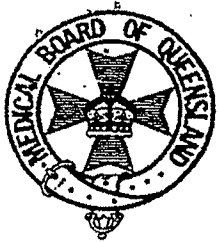
Re: Dr Jayant Patel

Dr Patel has been offered the position of Senior Medical Officer in Surgery at Bundaberg Base Hospital. We request that Dr Patel be approved as a temporary resident doctor to be able to commence in this position from 1 April 2003 for a 12 month period.

Thanking you,

Yours sincerely

**Dr Kees Nydam FACEM, FACHAM
A/Director of Medical Services**



KN-11
Medical Board of Queensland

Administration 61+7 3225 2503
Registrations 61+7 3234 0176
Complaints Unit 61+7 3234 0187
Health Assessment 61+7 3234 0183
FAX 61+7 3225 2527

RECORD NO 1030450

12 February 2003

Dr J Patel
3739 NW Bluegrass Place
Portland
OR
UNITED STATES OF AMERICA 97229

Dear Dr Patel

You have been granted special purpose registration as a Medical Practitioner in Queensland pursuant to Section 135 of the *Medical Practitioners Registration Act 2001* to enable you to practise the profession in an area of need decided by the Minister for Health, for the period 1 April 2003 to 31 March 2004, subject to completion of registration requirements. These are as follows:-

1) Interview with a Board member

You must attend an interview before commencing the approved activity. Arrangements for an interview must be made prior to making air or other travel arrangements.

Registration is contingent upon you practising as a Senior Medical Officer in surgery at Bundaberg Base Hospital or any other public hospital authorised by the Medical Superintendent during the period of your registration. You should also note that the above approval is for a specific purpose, to be undertaken in the defined period, after which your registration will cease. Any further period will require a fresh application for registration and further consideration by the Medical Board.

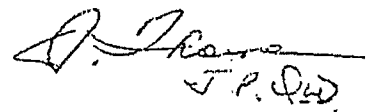
The outstanding registration requirements must be completed before commencement of practise. Please note that you must commence practise within six months from the date of this letter. If you cannot complete the requirements and are unable to commence practise in the permitted activity within the six month period, you must inform this office in writing. Your application will lapse at the conclusion of the six month period if registration has not been effected, unless an extension has been approved.

Yours faithfully


for REGISTRAR

cc: Medical Superintendent
Bundaberg Base Hospital

I certify this to be a true and
correct copy of the original
sighted by me
J. Thorne, J.P. Qld


J.P. Qld

KN-12

From: Kees Nydam
To: Georgie Rose; Val Coyle
Date: 4/9/03 9:26am
Subject: Dr Jay Patel

Georgie, Val

Are we paying Jay Patel a Directors allowance?

133601

If not could we do so please as he is the Director of Surgery.

Kees

Dr Kees Nydam

done.
JCC
9/4.



QHS:0007:0002:0000

KN-13



**Queensland
Government**
Queensland Health

FILE COPY

29/7

MEMORANDUM

To: Director of Anaesthetics & ICU ✓
Director of Surgery ✓

Copy SMO – ATODS ✓

From: Director of Medical Services

Contact No: 07 4150 2210
Fax No: 07 4150 2029

Subject: AUDIT

File Ref:

Martin & Jay

I hereby request that you conduct an audit of the total management of the recent patient admitted with chest trauma who died on the evening of Tuesday 27th July 2004.

You are requested to provide a final report to Dr Nydam and myself within two weeks from receiving this memo.

This report should focus on systems, practices, policies and procedures with a review of the facts of the case. Your recommendations should identify improvements in policies, procedures or processes including education and you are also requested to make a recommendation as to how these improvements should be distributed to those involved in the care of this patient and / or would be involved in any similar cases in the future.

Should you require any further information, please don't hesitate to contact my office.

DK

Dr Darren Keating
Director of Medical Services
29 / 7 / 04

KN-14

25.03.05

11.20 (Dr Keating's Office)

I informed Dr Patel that his intern [REDACTED] had told me in the presence of Judy O'Connor that she wished to be allowed to terminate her contract early. The reason was that [REDACTED] gave was that she felt uncomfortable in the presence of Dr Patel because she felt that he was making advances on her. She was sure that she was reading the signals correctly and that she felt that he wanted to marry her and offered inducements to further her career in surgery. The advances were verbal over a meal last night after a couple of glasses of wine and no physical contact occurred. [REDACTED] indicated that Dr Patel was not intoxicated.

Dr Patel denied that any such contact had been made, stating that they had not been out to dinner.

14.20 (Keating's Office)

Judy O'Conner, Peter Leck also present.

Reiterated events as above. Was at Casey's restaurant last night with Dr Patel. Dr Patel had earlier indicated that he did not have dinner with [REDACTED]. All support provided including offer of independent assistance.

Lisa Peters

From: Peter Dwyer
Sent: Wednesday, 1 June 2005 9:35 AM
To: Lisa Peters
Subject: FW: Inquiry - witness statement of Dr Kees Nydam



Scan0904.pdf (17 KB)



Nydam statement part I (1 MB)



Nydam statement part II (1 MB)...

Peter Dwyer
Principal Lawyer
Queensland Health - Bundaberg Hospital Inquiry Team
Crown Law
Phone: 323 96169
Fax: 322 47431
Email: peter.dwyer@crownlaw.qld.gov.au

-----Original Message-----

From: Peter Dwyer
Sent: Tuesday, 31 May 2005 10:59 PM
To: Tony Stella
Subject: Inquiry - witness statement of Dr Kees Nydam

Tony

See attached witness statement (in 2 parts) and covering letter.

Peter

Peter Dwyer
Principal Lawyer
Queensland Health - Bundaberg Hospital Inquiry Team
Crown Law
Phone: 323 96169
Fax: 322 47431
Email: peter.dwyer@crownlaw.qld.gov.au

-----Original Message-----

From: level12turbot@crownlaw.qld.gov.au [<mailto:level12turbot@crownlaw.qld.gov.au>]
Sent: Wednesday, 1 June 2005 8:42 AM
To: Peter Dwyer
Subject: Attached image data