

## PUBLIC HOSPITALS (VISITING MEDICAL OFFICERS FEE-FOR-SERVICE CONTRACTS) DETERMINATION 2014

### 1. TITLE

This Determination shall be known as the 'Public Hospitals (Visiting Medical Officers - Fee-for-Service Contracts) Determination 2014'.

### 2. ARRANGEMENT

This Determination is arranged as follows:

Clause Number	Subject Matter
1	Title
2	Arrangement
3	Definitions
4	Contract for Services
5	Services and Remuneration
6	Unpaid Leave of Absence
7	Professional Support for Regional Visiting Medical Officers
8	Record of Services
9	Suspension of Fee-for-service Contract
10	Termination of Fee-for-service Contract
11	Professional Indemnity Cover
12	Dispute Resolution Procedure
13	Notices
14	Operation and Effective Date
Schedule 1	Regional Hospitals
Annexure A	Established Rates For Fee-For-Service Contracts
Annexure B	Regional Visiting Medical Officer Arrangements

### 3. DEFINITIONS

In this Determination:

“AMA (NSW)” means the Australian Medical Association (NSW) Ltd;

“appointment” means appointment as a visiting medical officer and includes re-appointment and promotion, and appointed, re-appointed and promoted have a corresponding meaning;

“approved contract of liability coverage” means a contract for professional indemnity cover by the NSW Treasury Managed Fund in a form approved by the NSW Ministry of Health and offered by public health organisations to visiting medical officers;

“approved professional indemnity insurance” is as defined in the *Health Care Liability Act 2001*;

“clinical privileges” means the clinical privileges as defined in the *Health Services Act 1997*;

“Commonwealth Medical Benefits Schedule” is the scale of fees, as amended from time to time, for medical services for which a patient rebate is available under arrangements established pursuant to the *Health Insurance Act 1973 (Cth)*;

"emergency after-hours medical services" means services initiated by or on behalf of public patients whose medical conditions require immediate treatment and which take place on a public holiday, on a weekend, or at any time other than between 8.00 am and 6.00 pm on a weekday not being a public holiday;

"established rates" means the rates set out at Annexure A of this Determination in respect of medical services provided by visiting medical officers under fee-for-service contracts;

“fee-for-service contract” means a fee-for-service contract as defined in the *Health Services Act 1997*;

“hospital” means a hospital as defined in the *Health Services Act 1997*;

“medical practitioner” means a person registered for the time being under the *Medical Practice Act 1992*;

“private patient” means a patient who is not a public patient;

“public health organisation” is as defined in Chapter 2 of the *Health Services Act 1997*;

“public patient” means a patient in respect of whom the public health organisation provides comprehensive care, including all necessary medical, nursing and diagnostic services, by means of its own staff or by other agreed arrangements;

“regional hospital” means a hospital listed in Schedule 1 to this Determination;

“regional visiting medical officer” means a visiting medical officer:

- (i) who is appointed for a continuous period of at least 12 months under one or more service

contracts in respect of one or more regional hospitals; and

- (ii) who is engaged under standard contract arrangements approved by the NSW Ministry of Health;

“Rural Doctors Settlement Package hospital” means a hospital specified by the Ministry of Health as one where the terms and conditions and rates of remuneration for visiting medical officers are to be in accordance with those known as the Rural Doctors Settlement Package as determined from time to time by the NSW Ministry of Health following consultation with the NSW Rural Doctors Association;

“services” means medical services provided to a public patient by a visiting medical officer under a fee-for-service contract, including teaching, training and participation on committees, but excluding attendance at meetings of a medical staff council (howsoever called);

“service contract” means a service contract as defined in the *Health Services Act 1997*;

“sessional contract” means a sessional contract as defined in the *Health Services Act 1997*;

“visiting medical officer” means a visiting medical officer as defined in the *Health Services Act 1997* who provides services under a fee-for-service contract, but excluding a pathologist and a radiologist; and

“visiting practitioner” means a visiting practitioner as defined in the *Health Services Act 1997*.

#### 4. CONTRACT FOR SERVICES

- (1) A visiting practitioner who is to be appointed as a visiting medical officer to provide services under a service contract on a fee-for-service basis shall be so appointed by a written fee-for-service contract between the officer and public health organisation. The fee-for-service contract shall specify the terms and conditions to which the officer is to be subject, including the clinical privileges of the officer as determined or varied from time to time by the public health organisation in accordance with any applicable Act, regulation or by-law and after advice from the appropriate credentials committee in respect of the hospital or hospitals at which the visiting medical officer provides services.
- (2) Except as otherwise affected by this Determination, the period for which a visiting medical officer may be appointed by a public health organisation is to be such period (not exceeding the maximum term specified in the *Health Services Regulation*) as the public health organisation may determine and as is specified in the fee-for-service contract.
- (3) A visiting medical officer appointed by a public health organisation is, if otherwise qualified, eligible for but not entitled to re-appointment upon the expiry of the existing fee-for-service contract. In the event of re-appointment, a new fee-for-service contract shall be made.
- (4) A fee-for-service contract shall not establish the relationship of employer and employee as between the respective parties thereto, and a visiting medical officer shall, in providing services under a fee-for-service contract, be and be regarded as an

independent contractor.

- (5) A visiting medical officer shall provide the services specified in the fee-for-service contract to public patients at the relevant hospital or hospitals, consistent with the clinical privileges granted to the officer under the fee-for-service contract.
- (6) A visiting medical officer shall participate in the teaching and training of postgraduate medical officers as may reasonably be required by the public health organisation.
- (7) A visiting medical officer shall participate in committees expressly established or authorised by the public health organisation where reasonably required by the public health organisation for the proper and efficient functioning of the hospital or hospitals concerned.
- (8) A visiting medical officer shall participate in an emergency after-hours medical services roster for the provision of services as may reasonably be required by the public health organisation, and when so rostered the officer shall be readily contactable at all times and be able and prepared to attend the hospital concerned within a reasonable period of time.
- (9) A visiting medical officer:
  - (a) shall be professionally responsible for the proper clinical management and treatment of public patients under the officer's care in the hospital concerned;
  - (b) shall take reasonable steps to ensure that the clinical records related to the services provided by the officer, and those provided for patients under the officer's care, are maintained adequately and that such completed records include details of diagnosis, treatments and operations performed and a discharge summary completed in the manner determined by the hospital.
  - (c) shall comply with all rules and by-laws in force from time to time at the public health organisation, not being inconsistent with any of the rights and obligations of the visiting medical officer under this agreement.
- (10) The public health organisation where reasonably practicable shall provide:
  - (a) all ancillary, medical, nursing and clerical assistance and facilities, instruments and equipment reasonably necessary for the proper performance of the services to be rendered by a visiting medical officer under a fee-for-service contract; and
  - (b) to the visiting medical officer upon request and free of charge, sufficient suitable and serviceable outer uniforms and duty garments, which shall remain the property of the public health organisation and which shall be laundered at the expense of the public health organisation.

## **5. SERVICES AND REMUNERATION**

- (1) The services, other than emergency after-hours medical services, which the visiting medical officer is to provide under his or her fee-for-service contract, and a services plan

(including budget) for the provision of such services, shall be as agreed between the officer and the public health organisation, and shall be specified in the fee-for-service contract on an annual basis or on the basis of a lesser specified period if the contract terminates sooner or if it is otherwise agreed; provided that the public health organisation shall only allocate work to the visiting medical officer which can reasonably be performed in accordance with the services plan.

- (2) In establishing the annual services plan or the services plan on the basis of another specified period, under subclauses (1), (7) or (8) of this clause regard shall be had to:
- (a) the services to public patients recorded as having been provided by the visiting medical officer during the previous twelve months, or if the officer has been appointed for less than twelve months the preceding period of appointment;
  - (b) the clinical service needs and available resources of the public health organisation;
  - (c) the views of the visiting medical officer;
  - (d) the nature of the visiting medical officer's appointment;
  - (e) the experience, knowledge and ability of the visiting medical officer;
  - (f) any periods of leave which the visiting medical officer proposes or is required to take during the ensuing twelve months or relevant lesser period;
  - (g) any other relevant fact or circumstance.

#### Remuneration

- (3) A visiting medical officer shall be remunerated in accordance with the established rates, to the limit of the budget forming part of the agreed services plan specified in the fee-for-service contract, for the services, other than emergency after-hours medical services, actually provided under a service contract.
- (4) A visiting medical officer shall be remunerated, in accordance with the established rates, for emergency after-hours medical services actually provided to public patients under a service contract.
- (5) A visiting medical officer shall be remunerated for his or her time spent participating in teaching and training (as required under subclause 4(6)) and participating in committees (as required under subclause 4(7)) in accordance with the hourly remuneration rates applying at that time under sessional contracts.
- (6) Where, under subclauses 5(5) and 5(14) of this Determination, a visiting medical officer is entitled to be remunerated in accordance with the hourly rates applying at that time under the sessional contracts, a specialist with more than 7 years experience in his or her area of speciality is entitled to be remunerated at the senior specialist rate then applicable under sessional contracts.

- (7) A visiting medical officer shall be paid upon submission of a record and account to the public health organisation concerned in accordance with clause 8.

#### Variation

- (8) The services plan specified in the fee-for-service contract may be varied at any time by an agreement in writing between a visiting medical officer and the public health organisation concerned.

#### Annual Review

- (9) Not later than six weeks prior to each anniversary date of a fee-for-service contract, the public health organisation and the visiting medical officer shall consult in a review of the services plan specified in the fee-for-service contract in respect of the next following year or of such lesser period until the termination of the fee-for-service contract. If agreement is reached for a variation to the services plan then the agreement shall be reduced to writing and the fee-for-service contract shall be varied accordingly with effect as from the first day of the year or of such lesser period, as the case may be, to which the review related. Provided that this subclause shall not apply if a fee-for-service contract was made for a period of one year or less.
- (10) If agreement is not reached as a result of the review of the services plan as contemplated in subclause (9) of this clause, then the public health organisation may decide the services plan for the visiting medical officer's services under the fee-for-service contract for the next following year, or for such lesser period until the next anniversary date or termination of the fee-for-service contract, whichever occurs first. Where a public health organisation decides the services plan pursuant to this subclause it shall notify the officer in writing of its decision and the fee-for-service contract shall be deemed to be varied so as to include the terms of that decision unless the visiting medical officer notifies a dispute under subclause (12).
- (11) If by the anniversary date of a fee-for-service contract the visiting medical officer's services plan for the next following year, or relevant lesser period, has not been established either by agreement under subclause (9) or decision under subclause (10), the visiting medical officer shall continue to provide services and be remunerated on a fee-for-service basis in accordance with the existing services plan until agreement as to the services plan is reached or a decision is made under subclause (10).

#### Dispute

- (12) (a) Where a visiting medical officer is dissatisfied with a decision made in accordance with subclause (10) of this clause the visiting medical officer shall give notice in writing to the public health organisation of a dispute within 14 days of the receipt of written notification of such decision, such dispute to be dealt with in accordance with clause 12.
- (b) Where such dispute is notified by the visiting medical officer in accordance with paragraph (a) of this subclause, then pending resolution of the dispute, the visiting medical officer shall continue to provide services and be remunerated in accordance with the previous year's service plan; provided that if the dispute has not been resolved within three months of notification of such dispute (or

within such further period as may be agreed between the parties) then paragraph (c) of this subclause shall apply.

- (c) If, within three months of notification of such dispute (or within such further period as may be agreed between the parties), the dispute has not been resolved and is not the subject of mediation or arbitration under clause 12, then the decision of the public health organisation referred to in paragraph (a) of this subclause shall apply and the fee-for-service contract shall be deemed to be varied so as to include the terms of that decision.

#### Other Matters for Annual Review

- (13) At the time of the review of the services plan under subclause (9), the public health organisation shall also:
  - (a) review the visiting medical officer's service and performance under the fee-for-service service contract during the preceding twelve month period;
  - (b) consult with the visiting medical officer on the scope of the visiting medical officer's practice within the public health organisation and the resources required to support the officer in such practice in the next following year; and
  - (c) consult with the visiting medical officer on the officer's level of participation in the emergency after hours medical services roster in the next following year. If a visiting medical officer is dissatisfied with the level of participation in the emergency after hours medical services roster proposed by the public health organisation, then the dispute provisions set out in subclause (12) can be invoked.

#### Cancelled Operating Theatre Time

- (14) Where a visiting medical officer has a pre-arranged operating theatre session cancelled by the public health organisation:
  - (a) in the case of a regional visiting medical officer, with less than 14 days notice of such cancellation; or
  - (b) in the case of a visiting medical officer other than of a kind referred to in paragraph (a), with less than 7 days notice of such cancellation,

the visiting medical officer is entitled to be paid for that portion of the cancelled time that is reasonably estimated would have involved the treatment of public patients in accordance with the total hourly rates applying at that time under sessional contracts, on the condition that the officer attends the public health organisation to provide services for the relevant period in lieu of the cancelled theatre session unless excused from such attendance by the public health organisation. For the purposes of this clause, services includes:

- (a) undertaking clinics or procedures within the scope of the officer's clinical privileges

- (b) undertaking quality assurance or review activities specified by the public health organisation; or
  - (c) undertaking training and education activities specified by the public health organisation.
- (15) Where a visiting medical officer cancels a pre-arranged operating theatre session, and the cancellation is not due to illness, the officer is required to make up the cancelled time over the ensuing 14 day period at time/s of mutual convenience to the officer and the public health organisation. If such mutually convenient time is unavailable the visiting medical officer will co-operate with the public health organisation in examining the feasibility of alternative arrangements with another medical practitioner for the performance of operations or procedures upon public patients affected by such cancellation.

## **6. UNPAID LEAVE OF ABSENCE**

- (1) A visiting medical officer shall be entitled to unpaid leave of absence on a public holiday unless the public health organisation has given reasonable notice that it requires the officer to render services on any such day.
- (2) A visiting medical officer shall be entitled to unpaid leave of absence during any period the officer is unable to render services due to illness, provided that the officer shall notify the public health organisation of such incapacity as soon as it is reasonably practicable.
- (3) Unpaid leave of absence shall be granted to a visiting medical officer as annual holidays in one or more periods aggregating five calendar weeks per year at times agreed between the officer and the public health organisation. Such leave shall not accrue from year to year and it must be taken within six months of becoming due.
- (4) Unpaid leave of absence shall be granted to a visiting medical officer as study and conference leave in one or more periods to a maximum in the aggregate of two calendar weeks per year at times agreed between the officer and the public health organisation. Such leave may be accumulated from year to year to a maximum of four weeks.
- (5) Unpaid leave of absence shall be granted to a visiting medical officer as long service leave aggregating two calendar months after providing services for a period of ten years. Thereafter, further unpaid leave of absence shall be granted on the basis of one calendar month for each additional period of two years during which the officer renders services. Such leave shall be allowed at times agreed between the officer and the public health organisation.
- (6) Additional periods of unpaid leave of absence may be granted to a visiting medical officer at times agreed between the officer and the public health organisation.

## **7. PROFESSIONAL SUPPORT FOR REGIONAL VISITING MEDICAL OFFICERS**

- (1) As at 1 January each year, a regional visiting medical officer:



- (a) who has held an appointment continuously for the immediately preceding 12 months; and
- (b) who has provided services (including planned services and emergency after hours medical services) to the public health organisation involving fees of at least \$100,000 in total over the preceding 12 months at one or more regional hospitals; and
- (c) whose usual place of residence is within a 50 kilometre radius of at least one regional hospital where such services are provided,

shall be entitled to claim reimbursement for expenses incurred in respect of the professional support of the visiting medical officer up to the amount set out at Annexure B of this Determination.

(2) As at 1 January each year, a regional visiting medical officer:

- (a) who has held an appointment as such continuously for the immediately preceding 12 months
- (b) who has participated in a one in four or more frequent basis over the preceding 12 months in an emergency after-hours medical services roster applying in at least one regional hospital; and
- (c) whose usual place of residence is within a 50 kilometre radius of such hospital,

shall be entitled to claim reimbursement for expenses incurred in respect of the professional support of the visiting medical officer up to the amount set out at Annexure B of this Determination.

(3) A visiting medical officer may be eligible for grants under both sub-clauses (1) and (2).

(4) For the purposes of this clause, professional support expenses include:

- (a) travel, accommodation, conference or course costs in respect of continuing medical education;
- (b) costs of locum cover while the visiting medical officer is on unpaid leave;
- (c) such other item/s in connection with the ongoing professional support of the visiting medical officer as the public health organisation may approve in any particular case.

(5) Reimbursement of expenses under this clause will be made upon production of verification of expenses.

(6) Any entitlement under either sub-clause (1) or (2) shall be able to accrue for up to two years provided the officer continues over that two year period to satisfy the criteria set out in subclauses 7(1) and (2) above.

- (7) A visiting medical officer is not eligible to receive a grant under either sub-clause (1) or (2) from more than one public health organisation per calendar year. Where a visiting medical officer would otherwise satisfy the criteria for eligibility for a grant under sub-clause (1) or (2) in respect of more than one public health organisation the grant is payable by that public health organisation at which the officer provides the most number of services, or in the case of an equal service commitment at each organisation, by one public health organisation.

## 8. RECORD OF SERVICES

- (1) Subject to subclause (2), a visiting medical officer shall maintain a record, in a form prescribed and provided by the public health organisation, of services rendered by the officer under the fee-for-service contract. Such record shall indicate in respect of each of the services so rendered:
- (a) the date, full name and/or medical record number of the patient and nature of service;
  - (b) for emergency after-hours medical services, the name and/or designation of the person requesting the service, and appropriate entry by the visiting medical officer in the medical record of the relevant attendance and/or treatment;
  - (c) particulars of teaching, training and committee work;
  - (d) particulars of leave of absence.
- (2) Where a public health organisation and a visiting medical officer agree that sufficient information is otherwise available to the public health organisation from the medical records or the visiting medical officer's personal records, then so long as such information continues to be available there is no requirement for the visiting medical officer to provide the full name and/or medical record number of patients.
- (3) Where sufficient information to satisfy subclause (1) is not provided or where sufficient information ceases to be otherwise available from the medical records or the visiting medical officer's personal records to satisfy subclause (2), then future payments to the officer for a specified period will require the provision by the officer of additional details, such details and period to be determined by the public health organisation.
- (4) The record referred to in subclause (1) of this clause shall be maintained for each calendar month during which services are provided by an officer, and it shall be submitted to the public health organisation no later than the fifteenth day of the next succeeding calendar month.
- (5) The record when so submitted pursuant to subclause (4) of this clause shall be accompanied by an account for payment. The public health organisation shall make payment to the visiting medical officer in respect of the account within 30 days of its receipt.
- (6) Should a public health organisation fail to make payment to the visiting medical officer within 45 days of receipt of an account for payment in accordance with subclauses (1) –

(5), interest shall accrue on the outstanding account for payment from the date specified in subclause (5) at the Supreme Court interest rate applicable at the time.

- (7) The public health organisation in making payment of an account to an officer shall advise details of how the payment is made up as between the various services rendered.
- (8) Delayed claims will be discounted as follows:
- after 12 months from the date a service was provided, the value of a claim can be discounted by 50%, subject to the public health organisation having provided 28 days' notice to the visiting medical officer that a discount of 50% will apply if a claim is not received;
  - after 24 months from the date a service was provided, no payment is owing in respect of the service, subject to the public health organisation having provided 28 days' notice to the visiting medical officer that no payment will be made if a claim is not received.

Applications to submit claims later than these time limits without any, or with a lesser, discount can be made in writing (including electronically) to the relevant public health organisation within 4 weeks from the date of receipt of discount notice if there are exceptional circumstances (such as serious illness of the visiting medical officer). The public health organisation has the discretion on how to deal with such applications. If a visiting medical officer is dissatisfied with the decision of the public health organisation, the dispute resolution procedure of this Determination may be invoked.

## **9. SUSPENSION OF FEE-FOR-SERVICE CONTRACT**

- (1) Subject to Part 4 of Chapter 8, of the *Health Services Act 1997*, the public health organisation may suspend the appointment of a visiting medical officer in accordance with any applicable by-laws where the public health organisation considers it necessary in the interests of the hospital to which the officer is appointed.
- (2) Where the visiting medical officer is so suspended, the respective rights and obligations of the parties under the fee-for-service contract shall be suspended for the duration of that suspension.

## **10. TERMINATION OF FEE-FOR-SERVICE CONTRACT**

- (1) A fee-for-service contract shall be terminated:
- (a) upon the expiry of the period for which it was made or on such earlier date as may be agreed between the visiting medical officer and the public health organisation;
  - (b) by three months' notice in writing given by either the visiting medical officer or the public health organisation (or a shorter period of notice if agreed between the

visiting medical officer and the public organisation);

- (c) by four weeks' notice in writing given by the visiting medical officer if dissatisfied with a decision as to the fixation of the services plan by the public health organisation pursuant to clause 5(8) of this Determination following an annual review, provided that the notice of termination is given within seven days of the officer receiving notification in writing of the decision;
  - (d) if the visiting medical officer ceases to be registered as a medical practitioner;
  - (e) if a condition is placed on the visiting medical officer's registration as a medical practitioner which substantially precludes the officer from providing services under the fee-for-service contract;
  - (f) if the visiting medical officer becomes permanently mentally or physically incapable of rendering services under the fee-for-service contract;
  - (g) if the visiting medical officer commits serious and wilful misconduct; or
  - (h) if the visiting medical officer's appointment is terminated by operation of any Act or regulation.
- (2) On the termination of a fee-for-service contract, any amount due and payable to the visiting medical officer pursuant to the fee-for-service contract shall be paid at the time of such termination or as soon thereafter as reasonably practicable.

## **11. PROFESSIONAL INDEMNITY COVER**

- (1) Subject to sub-clauses (2) and (3) below, a public health organisation must offer a medical practitioner proposed for appointment as a visiting medical officer, who is eligible for professional indemnity cover from the New South Wales Treasury Managed Fund under the applicable policies of the NSW Ministry of Health as issued from time to time, an approved contract of liability coverage covering the term of the practitioner's proposed appointment as a visiting medical officer at the same time it provides a written service contract.
- (2) Where the proposed term of the fee-for-service contract is for longer than 6 months, the approved contract of liability coverage and the written fee-for-service contract must be provided to the practitioner not less than 14 days prior to the commencement of the term of the fee-for-service contract.
- (3) A visiting medical officer must have approved professional indemnity insurance in respect of civil liability arising from the officer's practice of medicine at a public health organisation, including in respect of persons who elect to be private patients, to the extent that such liability is not covered by an approved contract of liability coverage.

## **12. DISPUTE RESOLUTION PROCEDURE**

- (1) For the purposes of this clause a 'dispute' means any dispute arising between a visiting medical officer and the public health organisation at any time as to any matter of any

nature arising under or in connection with a fee-for-service contract, including but not limited to matters relating to clinical privileges but excluding a matter relating to the non-reappointment, suspension or termination of appointment of the visiting medical officer.

- (2) A party who wishes to invoke the provisions of this clause must give written notice to the other party/parties to the dispute specifying the nature of the dispute.
- (3) On receipt of written notice specifying the nature of the dispute, the parties to the dispute must, within 14 days of receipt of the notice, seek to resolve the dispute by conference.
- (4) If the dispute is not resolved within 14 days, or within such further period as agreed between the parties, after the convening of a conference under sub-clause (3) then the dispute is to be referred to mediation. Each party must serve upon the other the name(s) of a mediator(s).
- (5) The mediator shall be agreed upon between the parties, or failing agreement, appointed by the President of the Law Society of NSW.
- (6) The mediator's fees shall be shared equally between the parties.
- (7) The parties to the mediation may be supported by persons of the parties' choice.
- (8) In the event that the dispute has not been settled within 28 days, or such other time as agreed to in writing between the parties after the appointment of a mediator, either party may refer the dispute to arbitration.
- (9) The arbitrator is not to be the same person as the mediator.
- (10) Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be a legal practitioner of at least seven years post qualification experience. The arbitrator shall be agreed upon between the parties, or failing agreement, appointed by the President of the Law Society of NSW. The parties may be legally represented.
- (11) At the request of the visiting medical officer, the AMA (NSW) shall be entitled to appear and be represented in the arbitration.
- (12) At the request of the public health organisation, the NSW Ministry of Health shall be entitled to appear and be represented in the arbitration.
- (13) In the event of either the AMA (NSW) or the NSW Ministry of Health appearing in the arbitration pursuant to sub-clauses (11) or (12), the other organisation shall be entitled to appear and be represented as of right.
- (14) The arbitrator's fees shall be shared equally between the parties unless otherwise ordered by the arbitrator.
- (15) It is agreed between the parties that the arbitrator shall determine all questions arising for determination in the course of the arbitration by reference to considerations of general justice and fairness.

- (16) The determination of the arbitrator shall be final and binding upon the visiting medical officer and the public health organisation.

### 13. NOTICES

Any notice required by a fee-for-service contract to be given in writing shall be properly served if delivered by hand to the addressee personally or if sent by prepaid registered mail, facsimile or telex transmission to the addressee at the address furnished in writing to the addressor, and shall be deemed to have been received by the addressee on the date of hand delivery or on the date the facsimile or telex transmission was recorded or seven days after the date of posting.

### 14. OPERATION AND EFFECTIVE DATE

- (1) This Determination shall apply to all visiting medical officer appointments under fee-for-service contracts throughout the State of New South Wales, other than those for pathologists and radiologists and Rural Doctors Settlement Package hospitals.
- (2) This Determination shall have effect on and from 19 November 2014.

.....  
The Honourable Justice M. J. Walton  
Arbitrator

## **SCHEDULE 1**

### **Regional Hospitals**

Albury Base Hospital  
Armidale Hospital  
Bathurst Base Hospital  
Blue Mountains District ANZAC Memorial Hospital  
Broken Hill Health Service  
Coffs Harbour Base Hospital  
Dubbo Base Hospital  
Grafton Base Hospital  
Goulburn Base Hospital  
Griffith Base Hospital  
Kempsey District Hospital

Lismore Base Hospital  
Maitland Hospital  
Manning Base Hospital  
Murwillumbah Hospital  
Orange Base Hospital  
Port Macquarie Base Hospital  
Queanbeyan District Hospital  
Shoalhaven Hospital  
Tamworth Base Hospital  
Tweed Heads District Hospital  
Wagga Wagga Base Hospital

## ANNEXURE A

### Established Rates for fee-for-service contracts

1. Except as provided for below, the rate of remuneration for the provision of a medical service under a fee-for-service contract is 100% of the relevant Commonwealth Medical Benefits Schedule fee.
2. The rate of remuneration for the provision of a medical service under a fee-for-service contract where the medical service is provided in a hospital which has no Resident Medical Officer, Registrar or Career Medical Officer available as medical practitioner of first contact on a 24 hour a day 7 days a week basis, is 110% of the relevant Commonwealth Medical Benefits Schedule fee.
3. The rate of remuneration under a fee-for-service contract for the provision of an emergency after-hours medical service is 110% of the relevant Commonwealth Medical Benefits Schedule fee.
4. The rate of remuneration payable to a regional visiting medical officer:
  - (a) who provides an emergency after-hours service at a regional hospital listed at Schedule 1 to this Determination, and
  - (b) whose usual place of residence is within a 50 kilometre radius of the regional hospital where the service is provided,

is 120% of the relevant Commonwealth Medical Benefits Schedule fee in respect of that occasion of service.



**ANNEXURE B****REGIONAL VISITING MEDICAL OFFICERS**

<b>Clause reference</b>	<b>Item</b>	<b>Amount</b>
7(1)	Professional support for regional practitioners	Up to \$10,000 (inclusive of GST) per calendar year
7(2)	Professional support for regional practitioners	Up to \$5,000 (inclusive of GST) per calendar year