

DP5.

Western Sydney Area Health Service
Westmead NSW 2145

Final Draft dated 24.05.04

WSAHS NETWORKING AGREEMENT 2nd EDITION

IMAGING SERVICES

ENTERED
27.05.04

I. PREAMBLE

This Agreement relates to provision of Imaging Services in the Western Sydney Area Health Service (hereafter called the "WSAHS") from 01 July 2004 to 30 June 2009. It is a legally binding agreement between the signatory parties and has been developed based on the 1999 - 2003 Area Imaging Network Agreement dated 18 December 1998 (attached as Appendix F).

All provisions of the 1999 - 2003 Agreement (hereafter called the "previous Agreement") are valid and binding under the terms of the 2004 - 2009 Agreement, henceforth termed the "Agreement". Any provision under the new Agreement will take precedence over the previous Agreement should there be any contradiction or inconsistency between these two documents.

The new Agreement defines responsibilities and entitlements of the parties to the establishment and operation of a five-year WSAHS Radiology Network Agreement with the same aims as stated in the previous Agreement.

The agreement is effective from 01 July 2004.

The New Area Network Agreement will be entered into for a period of five years. The WSAHS Radiologists shall have right of automatic renewal of the Agreement for a further five years. This cycle will be repeated establishing a five plus five plus five etc... agreement cycle. Subject to a review mechanism being established to consider unforeseen circumstances, any future modifications shall be mutually agreed between the two parties. The set period for review shall be the three months prior to the five-year anniversary of the commencement, or renewal, of the Agreement.

Any disputes pertaining to the Agreement will be dealt with according to clause VII.D in the Agreement entitled: "Dispute Resolution".

All provisions within the Agreement shall comply with the relevant NSW Health guidelines and should be read in conjunction with these guidelines. A list of the relevant guidelines is included as Appendix D to this document.

This Agreement recognises that the WSAHS Staff Specialist Radiologists and the WSAHS through its Imaging Business Unit are conducting a business in common with the aim of providing optimum patient care.

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1. Original to RH
2. Copy to me
Meeting PS, MH, P. Cook,
R. H.

II. WSAHS RESPONSIBILITIES

A. STAFF SPECIALISTS RADIOLOGIST APPOINTMENTS

1. Provide ~~funding and infrastructure~~ support for all appointed Radiologists employed by the WSAHS Imaging Service.

B. REFERRAL BASE AND AFTER-HOURS CARE

1. Westmead Hospital is the tertiary referral centre for Blacktown, Mount Druitt, and Auburn Hospitals.
2. For weekday activities from 0900 – 1700 hours, the WSAHS Division of Medical Imaging is to function in two axes: a Westmead – Auburn Hospital axis, and Blacktown – Mount Druitt Hospital axis. Each axis will contain its own complement of staff specialist radiologists responsible for the delivery of Imaging Services within that axis.
3. Individual Staff Radiologists may be asked to give consent to work at a different axis for rostering or learning-based purposes: these requests will be shared equally amongst all radiologists based at each axis. Consent shall be freely given without prejudice, and shall be considered on a session-by-session basis. Specifically, agreement to work at another institution for one session shall not be taken as consent for working future sessions at that institution.
4. All after-hours interventional referrals from Auburn, Blacktown and Mount Druitt Hospitals will be referred to the Radiology Department at Westmead Hospital.
5. Minor interventional cases during routine working hours can be performed at Blacktown Hospital upon acceptance of a referral by a duty radiologist and dependent on available skill levels in interventional radiology. All other interventional radiology referrals shall be transferred to Westmead Hospital.
6. The Blacktown Hospital Obstetric and Gynaecology Department provides an after-hours “ectopic pregnancy” service for patients in the Blacktown – Mount Druitt referral area. All other after-hours Ultrasound services are dependent on availability of after hours Sonographer staff, and will be limited to officially recognised radiology reporting sessions outside routine hours.
7. Paediatric radiology is defined as the imaging of any person less than fourteen (14) years of age. All Paediatric Fluoroscopy, Bone Surveys, Non-Accidental Trauma Surveys, Ultrasound and CT at Auburn Hospital will be referred for image acquisition and reporting to the New Children’s Hospital (NCH), Westmead. Studies to be reported by General Radiologists at the discretion of the radiologist on duty at Auburn Hospital include general x-rays (eg. limb x-rays for fractures and chest x-rays) and neo-natal chest x-rays; and for children 14 years of age and above: Ultrasound and CT.
8. WSAHS Radiologists agree to attend all In-Patient and Out-Patient imaging requirements and Radiology services delivered by WSAHS Imaging at an appropriate level and quality.

9. General on-call duties at Auburn Hospital are not included in the above services. Future changes to on-call arrangements will require mutual agreement of affected parties to the current contract through a process of negotiation between both parties.

C. EMPLOYMENT ARRANGEMENTS

1. The working day roster shall consist of eight half-day sessions per working week. Staff Specialist Radiologists employed under existing seven session per week arrangements as at the date of signing of this Agreement will be able to maintain this arrangement.
2. Individual Staff Radiologists employed under seven session per week arrangements can at any time freely exercise the option to elect to work an extra eighth session per week without any prejudice in their Department
3. Any radiologist converting to a fractional appointment will preserve the sessions per week arrangement of their full time appointment on a pro rata basis.

III. WSAHS STAFF RADIOLOGIST RESPONSIBILITIES

A. SERVICE DELIVERY

1. Agree to provide for all adult and selected paediatric In-Patient and Out-Patient imaging requirements provided by the WSAHS Imaging Service.
2. During regular hours, radiologists employed after 01 April 2004 shall be rostered for eight sessions per week. Radiologists currently entitled to work seven sessions per week shall be given the option of working an eighth session: the base pay rate will be altered on a pro-rata basis to reflect this.
3. Blacktown / Mount Druitt Hospital Radiologists will provide one rostered Radiologist per session for two sessions per week on a Monday at Auburn Hospital. This excludes gazetted Public Holidays and WSAHS designated holidays. If the Monday is a gazetted Public Holiday or WSAHS designated holiday, then the following Tuesday reporting service will be provided in lieu of the immediately preceding Monday by the Blacktown / Mount Druitt Hospital Radiologists. Westmead Hospital Radiologists will provide a rostered Radiologist for eight sessions per week at Auburn Hospital. This excludes gazetted Public holidays and WSAHS designated holidays, and the following Tuesday in lieu of these gazetted or designated holidays. This duty will be shared equally between the Westmead Radiologists.
4. Agree to provide after-hours on-call duties at Westmead Hospital and Blacktown Hospital. After hours on-call duties for each hospital will be rostered among the radiologists based at that hospital.
5. Radiologists based at Blacktown / Mt Druitt may be rostered for sessions at

Westmead and Auburn Hospital Radiology Departments by mutual agreement of the individual parties to this Agreement.

6. Appropriately qualified Radiologists from across the service may be rostered for sessions at the Breast Cancer Institute of NSW by mutual agreement of the individual parties to this Agreement.
7. All after-hours CT scans will be transferred electronically to Westmead Hospital. After-hours CT scans shall be read at Westmead Hospital and a provisional report issued by the rostered Radiology Registrar under the supervision of the Radiologist on-call for the hospital from which the scan originated. A formal report shall be issued on the next working day by the Radiologists rostered to the hospital from which the scan originated
8. Ultrasound services will be provided during regular working hours at Mt Druitt Hospital for ten sessions per week depending on Sonographer availability.
- * 9. Take all reasonable means to raise accounts for all billable patients and reduce the level of outside practice referrals for imaging services in the Area.

B. WEEKEND REPORTING

1. The Staff Radiologists' group will provide regular weekly Saturday and Sunday ICU and CT reporting services at Westmead and Blacktown hospitals of four hours duration.
2. Each Staff Radiologist who is rostered to report, or is rostered to provide Interventional Radiology services, on a Saturday will receive a maximum of two additional sessions' of unconditional leave in lieu with base pay in the following week.
3. The day of unconditional leave taken in lieu for working on a Saturday will not be deducted from calculation of full annual leave, TESL and Long Service Leave entitlements.
4. Each Staff Radiologist who reports on a Sunday, or is rostered for Interventional Radiology on a Sunday, will receive 100% of their base pay entitlement for two sessions in the following week.

IV. REMUNERATION

A. BASE SALARY AND MONTHLY RIGHT OF PRIVATE PRACTICE PAYMENTS (ROPP)

1. All Staff Specialist Radiologists who are eligible to work seven sessions per week are employed as 100% Full-Time Equivalents (FTE) who shall receive 100% of their Right of Private Practice Earnings, and 80% of their PAYE Base Pay.
2. Those Staff Specialist Radiologists who work or elect to work eight sessions per week are employed as 100% Full-Time Equivalents (FTE) who shall receive

100% of their Right of Private Practice Earnings, and 90% of their PAYE Base Pay.

3. Provide guaranteed uniform Rights of Private Practice payment arrangements to all WSAHS Staff Specialist Radiologists either personally or through their nominated Incorporated Medical Company.
4. Private Practice income shall be paid to either a personal bank account or an Incorporated Medical Company account associated with the Staff Specialist Radiologist's rights of private practice. Details of this arrangement together with banking information will be included on a separate appended agreement (see Appendix E for a specimen of this separate agreement).
5. Conditions of employment will be as per the "Award".
6. The WSAHS shall collect private practice payments as an agent on behalf of each Staff Specialist or their nominated Incorporated Medical Company. To facilitate payment for Private Practice income: under these new arrangements, each Staff Specialist Radiologist will be required to sign a Recipient Created Tax Invoice Agreement (see Appendix G) which will allow the Area to issue appropriate tax invoices to the clinicians to form the basis of Business Activity Statement (BAS) or Interim Activity Statement (IAS) lodgement without the Staff Specialist Radiologists preparing any initial documentation.
- ~~7.~~ Private revenue collections will be credited to the General Fund cost centre.
- ~~8.~~ Guaranteed Right of Private Practice payments will be made from the General Fund cost centre.
9. Right of Private Practice earnings as per the "Award" shall remain guaranteed. ~~Each Staff Specialist will receive a monthly Right of Private Practice Payment that reflects the appropriate seniority level inclusive of Goods and Services Tax (GST). Remuneration of GST on a quarterly basis via BAS or IAS to the Australian Tax Office shall be the responsibility of each Staff Specialist Radiologist.~~
- ~~10.~~ WSAHS shall provide uniform remuneration, non-financial benefits, and leave arrangements for all WSAHS Staff Radiologists, subject to appropriate seniority grading.
11. All WSAHS Staff Radiologists will receive guaranteed Level 5 income, or guaranteed maximum income for the appropriate seniority grading as described in:-

"Salaried Senior Medical Practitioners (State) Award Between The Australian Salaried Medical Officers' Federation (NSW) And Health Administration Corporation" (Effective 11 December 2003) (the "Award")

or any subsequent Award which supersedes the current Award.

12. This Agreement will take precedence over any other industrial instruments or contracts applicable to the Staff Radiologists, including the Award.

Installment

13. Should the Agreement cease for whatever reason, the default arrangement will remain the Salaried Senior Medical Practitioners (State) Award Between The Australian Salaried Medical Officers' Federation (NSW) And Health Administration Corporation" (Effective 11 December 2003), or any Award which supersedes the current Award.

B. TESL

As per the "Award":

1. Each staff specialist shall continue to receive the maximum number of days TESL Leave per financial year under the "Award" (currently 25 calendar days per annum).
2. Each staff specialist shall continue to receive his or her full (maximum) financial entitlement per financial year under the "Award". The current level as determined by NSW Health Circular 2003/54 – "*Salaried Senior Medical Practitioners' (SMP's) Determination Training, Education And Study Leave (TESL) New Funding Entitlement 2003 - 2004*" is twenty-four thousand seven hundred dollars (\$24,700).
3. The WSAHS will allow reimbursement of work-related expenses from the Award TESL entitlement. Work-related expenses that are necessary professional expenses related to generating private practice revenue include:
 - Continuing Professional Development (CPD) costs
 - University Enrolment and Course Fees
 - NSW Medical Registration Fees
 - Australian Medical Association (AMA) subscriptions
 - Australian Salaried Medical Officers' Federation (ASMOF) subscriptions
 - College subscriptions
 - United Medical Protection (UMP) Support Payments
 - Radiation Protection license fees
 - Journal subscriptions
4. TESL funds will be subject to available balance in Staff Specialists 'cash budget entitlement'. See Paragraph IV.D below for an explanation of the calculation of the 'cash budget entitlement'.
5. Should the situation arise where there are inadequate funds within an individual radiologist's TESL 'cash budget entitlement', TESL applications will be managed in accordance with the established process, however, the radiologist will only receive reimbursement up to the level of available funds. The radiologist will be required to pay any outstanding balance of expenses from after tax earnings or salary packaging contributions, in order to allow the TESL approved course of learning to proceed.

C. REIMBURSEMENT OF MEDICAL INDEMNITY PREMIUMS

1. WSAHS will reimburse WSAHS Staff Radiologists for payment of medical


indemnity premiums for private practice activity performed as part of their duties for WSAHS Imaging.

2. Reimbursement will be made on presentation of original receipts for premiums paid. It should be noted that original receipts will be retained by WSAHS for accounting purposes.
3. It is the responsibility of the Staff Specialist to pay any insurance premiums required for Private Practice work performed outside the WSAHS.
4. Funds for reimbursement of Medical Indemnity premiums will be subject to available balance in Staff Specialists 'cash budget entitlement'. See Paragraph IV.D below for an explanation of the calculation of the 'cash budget entitlement'.

D. CALCULATION OF 'CASH BUDGET ENTITLEMENT'

1. All WSAHS Staff Specialist Radiologists will have equal entitlement to the arrangements outlined below. In the event of fractional Staff Specialist appointments, the entitlements will be applied on a pro-rata basis.
2. The total cash budget entitlement for all radiologists combined across the WSAHS will be based on revenue collections of the full complement of Radiologists during the previous financial year. A 'cash budget entitlement' will then be allocated to each Staff Specialist Radiologist at the commencement of each financial year.
3. Establishment of the budget will be negotiated with the Staff Specialists as a group with open disclosure of annual revenue performance data.
4. TESL payments and reimbursement for Medical Indemnity Premiums can be paid from this entitlement.
5. A ceiling for reimbursement of individual entitlements (hereafter referred to as "the ceiling") is to be set per annum composed of:
 - i the maximum TESL entitlement set by the Award for that financial year, plus,
 - ii the appropriate UMP Medical Indemnity Premium for income band for WSAHS Radiologists' Right of Private Practice Payments for that calendar year (including that for Interventional Radiologists).
6. A guaranteed 'base' payment composed of eighty per cent (80%) of the ceiling will be set for the payment of TESL and Medical Indemnity reimbursements. Appendix D demonstrates the method of calculation of ceiling amount.
7. The 2004 / 2005 financial year agreed guaranteed 'base' payment is 80% of the ceiling: ie. guaranteed base reimbursement of entitlements would be \$30,144 (\$37679.62 x 80%).
8. Individual Staff Specialists will choose how the available funds are applied to TESL and / or Medical Indemnity reimbursement.

9. a) The Medical Indemnity premium payment portion of the guaranteed base will be payable as outlined in Paragraph 5 (ii) above.

 b) Total private revenue billings (adjusted for NSW Health gazetted facility fees) for all WSAHS Radiologists will be regularly assessed throughout the year. Once these funds are equal to total Radiologist's ROPP plus the ceiling entitlement, as described above, all Staff Specialist Radiologists will be entitled to full reimbursement of the gap between 'ceiling' and guaranteed 'base' amounts for TESL and Medical Indemnity.

c) Incremental targets on a sliding scale will be established so that 1% increments beyond the guaranteed "base" payment shall be reimbursed throughout the year, up to the level of the agreed ceiling.

d) The ceiling for each individual radiologist would be adjusted each year in line with Award provisions for TESL and Medical Indemnity premiums as set by the Award and United Protection Ltd / AMIL respectively.

e) WSAHS Imaging will establish a Private Practice Management Committee in accordance with NSW Health Circular 2003/29 "*TESL Travel For Salaried Senior Medical Practitioners*" (effective date 10/4/2003) to manage TESL applications from Staff Specialists within the service. The Committee will be composed of four Staff Specialist Radiologists and the General Manager of Imaging WSAHS as per Circular 2003/29. All TESL allocations and travel arrangements shall be made according to the current TESL guidelines as outlined in the "Award" and NSW Health Circular 2003/29.

E. ANNUAL LEAVE, SICK LEAVE, LONG SERVICE LEAVE AND OTHER FORMS OF LEAVE

1. All leave entitlements will be as defined by the "Award".

2. All leave entitlements shall be calculated in exactly the same manner in which fortnightly salary is paid. Each Staff Specialist shall receive:

a) 5 weeks Annual Leave per annum to be paid at 80% of their base salary (or pro rata if not all one's private practice sessions were utilised), and 100% of their drawings entitlement;

b) Full sick leave entitlements to be paid at 80% of their base salary (or pro rata if not all one's private practice sessions were utilised), and 100% of their drawings entitlement;

c) All other forms of leave to be paid at 80% of their base salary (or pro rata if not all one's private practice sessions were utilised), and 100% of their drawings entitlement;

d) At 10 years service, each Staff Specialist shall be entitled to 2 months Long Service Leave to be paid at 80% of their base salary (or pro rata if not all one's private practice sessions were utilised), and 100% of their drawings entitlement.

4. Access to Leave without Pay entitlements will be administered in accordance with appropriate NSW Health guidelines. WSAHS will facilitate Staff Radiologists use of accumulated Leave without base Pay entitlements before using Paid Leave if so desired by individual Radiologists.

V. REVENUE GENERATED FROM RIGHT OF PRIVATE PRACTICE EARNINGS

1. All revenue from gross billing shall be collected by the WSAHS and deposited into a General Account.
2. All base salaries, Right of Private Practice Payments, TESL payments and reimbursement of Medical Indemnity premiums will be paid from the General Account.
3. The Funding Arrangements for the MRI Equipment Fund Cost Code 95427 will be preserved and rolled over for the duration of this Agreement. Money within this Fund will continue to be quarantined as per Appendix B.

VII. WSAHS IMAGING AND RADIOLOGISTS SHARED RESPONSIBILITIES

A. OCCUPATIONAL HEALTH AND SAFETY

1. All radiologists shall be entitled to eight (8) hours of uninterrupted break after returning home from an after-hours call without any decrease of pay entitlement for the following day.
2. Radiologists will actively participate in Occupational Health & Safety activities within the WSAHS Service.

B. WORKLOAD – BENCH-MARKING AND KEY PERFORMANCE INDICATORS

1. Staff Specialist radiologists will work with the WSAHS Imaging Executive team to develop a mutually agreeable workload measurement system.
2. The system developed will reflect:-
 - Gross output of the Service
 - Individual reporting output
 - Relative complexity of modalities
 - Relative mix of workload in each modality
 - Patient waiting times

A discussion of some elements of a workload measurement system is included as Appendix A.

C. PERFORMANCE AGREEMENT

1. All Staff Specialists will participate in the Performance Agreement process as defined in the "Award".
2. Staff Specialists will endorse individual Performance Agreements and undertake regular performance reviews conducted by their supervisor.

D. DISPUTE RESOLUTION

1. Any dispute concerning this agreement will not initially proceed to litigation or arbitration, but in the first instance will be addressed by full frank discussion between the parties.
2. If the parties are unable to resolve the dispute in the first instance, the dispute will be referred to the CEO of WSAHS and Australian Salaried Medical Officers' Federation (acting for the WSAHS Radiologists).
3. If the disagreement between the parties cannot be resolved under clause (2), then the matter must be referred to the Australian Commercial Disputes Centre for arbitration in accordance with the Centre's Guidelines on Arbitration. The decision of the arbitrator will be final and binding.