

Agreement
Fee-for-Service Visiting Medical Officers

Parties

1. This is an Agreement between the New South Wales Branch of the Australian Medical Association Limited and the New South Wales Department of Health.

Definitions

2. In this Agreement, the following terms have the meanings indicated:

"AMA" means the New South Wales Branch of the Australian Medical Association Limited;

"appointment" means appointment as a Visiting Medical Officer and includes re-appointment, and appointed and re-appointed have a corresponding meaning;

"hospital" means a hospital as defined in the Public Hospitals Act 1929;

"CMBS" means the Commonwealth Medicare-Benefits Schedule;

"current Fee-for-Service Visiting Medical Officer" means a Visiting Medical Officer who at the date of the commencement of the term of this Agreement

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holds a modified Fee-for-Service appointment under the 1985 arrangements;

"emergency after-hours medical service" means services initiated by or on behalf of patients whose medical conditions must require immediate treatment and which take place on a public holiday, on a Sunday, before 8am or after 1pm on a Saturday, or at any time other than between 8am and 8pm on a week day not being a public holiday;

"Health Service" means an area health service as defined in the Area Health Services Act 1986 and/or a hospital;

"joint review" means the review under clause 13 of this Agreement;

"new appointee" means a modified Fee-for-Service Visiting Medical Officer who is appointed after the commencement of the term of this Agreement, but before its expiry and who signs a contract in accordance with clause 8 of this Agreement;

"Rural Doctors Package" means the fees and conditions contained in the Rural Doctors Association-NSW Department of Health Joint Working Party agreed package issued by the Secretary of the Department on 1 August 1988, as amended;

"Sessional arrangements" means the arrangements for Visiting Medical Officers under the Public Hospitals (Visiting Medical Officers Sessional Contracts)

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Determination 1994;

"Specialist" means a medical practitioner, other than a general practitioner who is a specialist as defined in the Health Insurance Act 1973 (Commonwealth) and who is required under a Fee-for-Service contract to render services the adequate performance of which services requires a medical practitioner of that status;

"sub-speciality" means any of General Medicine, Cardiology, Endocrinology, Gastroenterology, Neurology, Paediatrics, Renal Medicine, Rheumatology, Thoracic Medicine, General Surgery, Cardiothoracic Surgery, Neurosurgery, Orthopaedics, Plastic Surgery, Urology, Vascular Surgery, Anaesthetics, Ear, Nose and Throat, Obstetrics and Gynaecology, Ophthalmology, Psychiatry, General Practice, Palliative Care, or any agreed variation to this list;

"the 1985 arrangements" means the modified Fee-for-Service arrangements set out in Department Circular No. 85/148 dated 31 July 1985;

"the Department" means the New South Wales Department of Health;

"the parties" means the AMA and the Department;

"the term of this Agreement" means the term specified in clause 4 of this Agreement;

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"Visiting Medical Officer's classification" means the classification which would apply to the Visiting Medical Officer in accordance with the definitions contained in the Public Hospitals (Visiting Medical Officers Sessional Contracts) Determination 1994.

Exclusions

3. This Agreement applies to all modified Fee-for-Service Visiting Medical Officers, other than the following three groups:
 - a) General practitioner Visiting Medical Officers covered by the Rural Doctors' Package;
 - b) Pathologist Visiting Medical Officers;
 - c) Radiologist Visiting Medical Officers.

Term

4. The term of this Agreement is from the date it is signed by the parties until 1 December 1998.

Fees and Contracts

5. The AMA agrees to the attached form of Fee-for-Service Contract and Fee-for-Service Contract Overview applying to all modified Fee-for-Service Visiting Medical Officers. Any modified Fee-for-Service Visiting Medical Officer who

does not sign an agreed contract under this Agreement will not receive any of the benefits of this Agreement, and will remain on current arrangements.

6. Once this Agreement is signed by the parties, each current Fee-for-Service Visiting Medical Officer will be offered a contract, using the attached Form of Fee-for-Service Contract and Fee-for-Service Contract Overview, with her/his Health Service. Once such Visiting Medical Officer signs her/his contract, her/his fees will be increased from 60% to 70%, or from 70% to 80%, or from 85% to 95%, as appropriate, of the CMBS fees respectively.
7. The adjustment in fees in accordance with clause 6 will be effective from 1 November 1994 for each current Fee-for-Service Visiting Medical Officer if the Visiting Medical Officer has signed her/his contract within three months of the contract being offered by the Health Service. Otherwise, the increase will be effective from the date the Visiting Medical Officer signs the contract.
8. Each new appointee as a modified Fee-for-Service Visiting Medical Officer will be required to sign a contract with her/his Health Service, using the attached Form of Fee-for-Service Contract and Fee-for-Service Contract Overview, no later than the date her/his appointment takes effect. The fees payable to new appointees will, subject to the joint review, be those fees applicable to Visiting Medical Officers in the same hospital in the same sub-discipline who have signed a contract.

Other new appointees as Fee-for-Service Visiting Medical Officers where there are no other appointments in the same specialty will, subject to the joint review, be paid fees in accordance with this Agreement based on the fee categories

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in the 1985 arrangements.

- 9 Fee-for-Service Visiting Medical Officers who sign contracts in accordance with clauses 6 or 8 will be paid an additional 15% of the relevant CMBS fee for all emergency after-hours medical services, provided that no Visiting Medical Officer will receive more than 100% of the CMBS fee in any situation. The agreement to this additional payment for emergency after-hours medical services is without prejudice to the outcome of the joint review.
10. With effect from 1 December 1996, all Fee-for-Service Visiting Medical Officers who have signed contracts covered by this Agreement will have their percentage levels of the CMBS fee adjusted from 70% to 85%, from 80% to 85% or from 95% to 100%, as appropriate.
11. All variations in the fees (using the appropriate % levels of the CMBS under this Agreement) and descriptors in the CMBS will also be applied during the term of this Agreement.

No Extra Claims

12. No increases, other than those provided for under this Agreement, are to apply to Fee-for-Service Visiting Medical Officer fees during the term of this Agreement.

Joint Review

13. The Department and the AMA will jointly review the following matters:

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- a) The number and range of Visiting Medical Officers who should in future have access to modified Fee-for-Service arrangements, and any appropriate conditions which would determine different levels (ie percentages of the CMBS) of Fee-for-Service fees for Visiting Medical Officers and for specific hospitals. This review in part is expected to determine an agreed reduction in the future availability of Fee-for-Service arrangements.
- b) The appropriate groupings of Visiting Medical Officers who should elect each triennium whether they wish to be covered by Sessional or Fee-for-Service arrangements.
- c) The affect on modified Fee-for-Service Visiting Medical Officers of elective surgery theatre close-downs will be examined. This examination will consider the requirement to be available for emergency surgery, the quantum of public and private work carried out in the Health Service by individual affected practitioners, arrangements in other states and appropriate options.
- d) The fee arrangements for the provisions of emergency after-hours medical services.
- e) A trial of the use of the AMA descriptors for obstetrics will be conducted at selected sites. The Fee-for-Service Visiting Medical Officers undertaking obstetrics at these sites will continue to be paid in accordance with the remuneration arrangements described elsewhere in

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this Agreement. The conduct of this trial is without prejudice to either party, and the results of the trial will form the basis for discussions between the AMA, the Department and the Commonwealth in relation to obstetrics.

The review of the matters identified in paragraphs a), b), c), d) and e) above will have regard to various arrangements for Visiting Medical Officers and circumstances in all other states and the history and reasons for arrangements in New South Wales. Arrangements for adjustment mechanisms will also be taken into account. If needed, third party conciliation on any differences may commence from 1 June 1995 in accordance with the issues resolution procedures in this Agreement. The objective is to reach agreement on matters for implementation by 1 July 1995.

14. The parties agree, pending the completion of the joint review, to the payment of a flat daily fee of \$85 to Fee-for-Service Visiting Medical Officer surgeons and anaesthetists who are required by their Health Services to remain available for emergency surgery during December and January when operating theatres in the surgeons hospitals are only available for genuine emergency operations.

Rural Doctors Package-Specialists

15. Where Fee-for-Service Visiting Medical Officer Specialists have appointments exclusively in hospitals to which the Rural Doctors Package applies, they may choose between three options. These three options are:
 - (a) the Fee-for-Service arrangements provided by this Agreement;

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(b) Sessional arrangements; or

(c) Rural Doctors Package arrangements currently confined to general practitioner Visiting Medical Officers in those hospitals.

Where Fee-for-Service Visiting Medical Officer Specialists carry out work in both Rural Doctors Package hospitals and other hospitals, they may also choose between the above three options for that part of their work which is actually carried out exclusively in Rural Doctors' Package hospitals.

- 16 The parties' agreement to Rural Doctors Package options in the limited circumstances in clause 15 is without prejudice to any third party conciliation, mediation or arbitration proceedings, or to any public discussion of future arrangements.

The Department agrees to consult with the AMA on any future changes proposed to the Rural Doctors Package or arrangements applicable to general practitioners in Rural Doctors Package hospitals.

17. Nothing in this Agreement will cause a reduction in the % level of the CMBS fees which would have been payable to an individual current Fee-for-Service Visiting Medical Officer but for this Agreement.
18. From the date this Agreement is signed until 1 June 1995, sub-specialty groups of existing Fee-for-Service Visiting Medical Officers at any hospital may elect by majority vote of the sub-specialty group to convert to Sessional arrangements. Any such sub-specialty group which thus elects to convert to Sessional

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arrangements will only have future elections between Sessional or Fee-for-Service arrangements on the basis agreed by the Parties in the joint review.

Administrative Responsibilities

19. Each Fee-for-Service Visiting Medical Officers is to receive payment for administrative responsibilities in accordance with clause 4 (7) of the Public Hospitals (Visiting Medical Officers Services Contracts) Determination 1994 for the agreed hours and at the total hourly rate relevant to the Visiting Medical Officer's Classification.

Post Graduate Teaching

20. Each Fee-for-Service Visiting Medical Officer is to receive payment for teaching and training of post graduate medical officers in accordance with clause 4(6) of the Public Hospitals (Visiting Medical Officers Services Contracts) Determination 1994 for the agreed hours and at the total hourly rate relevant to the Visiting Medical Officer's Classification.

Implementation Committee

21. Upon signing this Agreement, the Parties will establish an Implementation Committee comprising two representatives each of the AMA and of the Department. The Implementation Committee will -
 - a) manage and oversee the joint review.
 - b) deal with any issues associated with the implementation of this

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Agreement; and

- c) negotiate the agreed outcomes from the joint review.

Issues Resolution Procedure

22. Issues not resolved by the Implementation Committee will be referred to an agreed third party for mediation/conciliation. The parties will not be represented by legal counsel in the mediation/conciliation process.

SIGNED for and on behalf of the)
New South Wales Department of)
Health in the presence of)

John Morrison

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John Morrison
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Witness

SIGNED by the New South Wales)
Branch of the Australian Medical)
Association Limited in the)
presence of)

John Morrison

James Taylor
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Witness

Attachment 1

Form of Fee for Service Contract