

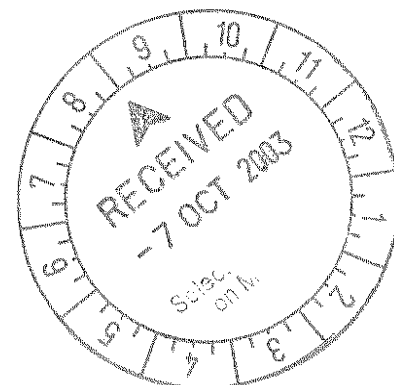
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GENERAL PRACTICE EDUCATION & TRAINING

24 September 2003

File ref: 03/0270



Senator Jan McLucas
Chair
Senate Select Committee on Medicare
Parliament House
Canberra ACT 2600

Dear Senator

When representatives of General Practice Education & Training (GPET) met with the Senate Select Committee on Medicare on 28 August 2003, the Committee requested that GPET forward further information on some matters.

Attached are:

1. A copy of the Minimum Terms and Conditions for general practice registrars. This document was not developed by GPET but arose out of discussions between representatives of the general practice trainees, that is, the registrars and the supervising general practitioners. Those discussions were co-ordinated by the Australian Medical Association. The document is, however, incorporated into the contracts GPET has with the 22 regional training providers (RTPs) across Australia.
2. Information was also requested on allowances paid by regional training providers to supervising GPs. The second attachment is a practice agreement which includes a schedule of teaching and practice allowances. The decision by an individual general practitioner or practice to become involved in teaching registrars is complex and the practice has to weigh up its interests in education and professional issues, the benefits from having another doctor in the practice, and the financial aspects of engaging a registrar.

It is difficult to generalise regarding the financial aspects. There are the various teaching and practice allowances for which GPET funds regional training providers; there is the remuneration of the registrar; and there is the "opportunity cost" for the general practitioner of not seeing patients while engaged in teaching. On the other hand, there is the income earned by the registrar for the practice.

3. The other issue on which you requested comments was involvement of the regional training provider network in providing educational activities for overseas trained doctors (OTDs) currently practising, particularly in rural areas. GPET has been involved in discussion on this issue since its appearance before the

GENERAL PRACTICE TRAINING PROGRAM

NATIONAL MINIMUM TERMS AND CONDITIONS FOR BASIC AND ADVANCED GP TERMS

1. PURPOSE AND APPLICATION

1.1 This document is an update of the national minimum terms and conditions agreed by stakeholders in March 2000 and intended for use throughout the Australian General Practice Training Program. These minimum terms and conditions apply, by agreement between representatives of GP registrars and of supervising practices, to all GP Registrars who are employed in private medical practices as part of the Australian GP Training Program.

1.2 These minimum terms and conditions will be reviewed and updated by the parties nationally every two years from July 2002. The parties will be three representatives each of registrars and supervisors. The Australian Medical Association Ltd (AMA) agrees to notify the parties when the review is due and to assist them in reaching agreement on the terms of the update. The existing document continues in force, and is binding on all registrars and supervising practices, until agreement is reached on the terms of the next update.

2. STATEMENT OF GOODWILL

2.1 The parties to this agreement acknowledge that a mutual attitude of goodwill must exist for both the registrar and the training practice to extract maximum benefit from this term of training and employment. The parties agree that they will make all reasonable efforts to work and learn together in a spirit of mutual trust and goodwill. Additionally, they acknowledge that this agreement is not comprehensive and that every effort will be made to reasonably discuss and resolve other difficulties as they arise.

2.2 Registrars participating in GP training placements in the Training Program must be employed by the training practices. An employment agreement will be negotiated between the training practice and the Registrar that at least satisfies the minimum terms and conditions contained in, and using the framework defined in, this document.

2.3 The minimum terms are intended to establish a fair and reasonable basis of employment for registrars in order to support an appropriate educational environment.

3. WORK HOURS

3.1 *Ordinary hours:*

3.1.1 The *ordinary hours* of the registrar (i.e. the hours normally worked by the registrar, not exceeding 38 hours per week) is calculated as the time between commencing and finishing work each day. It does not include on call time and meal breaks. It does include:

(a) normal general practice activities such as:

~~is~~ scheduled consulting time (whether seeing patients or not);

- (e) include formal practice based teaching (averaged over 4 weeks) of:
 - ~~at~~ 1.5 hours each week for registrars in Basic GP terms
 - ~~at~~ 45 minutes each week for Registrars in Advanced GP terms;
- (f) include educational release time averaging:
 - ~~at~~ one session per *fortnight* for registrars in Basic GP terms
 - ~~at~~ one session per *month* for Registrars in Advanced GP terms.

(Note: Educational release & teaching time for part-time training is equivalent to half that for full-time training irrespective of the actual numbers of hours worked each week. This is taken into account in determining practice subsidies and teaching allowance.)

3.2 After Hours:

Where practices are normally open outside of ordinary hours (as defined above), the registrar may be rostered to work. This is considered to be a normal part of general practice. These arrangements shall be no more onerous than those of other full time doctors in the practice (pro rata for part-time). Any reasonable concerns for the personal safety of a registrar working alone after hours will be considered and discussed by the supervisor and registrar when making after hours work arrangements.

3.3 On call:

The registrar may be rostered to be on call. This is considered to be a normal part of general practice. These arrangements shall be no more onerous than those of other full time doctors in the practice (pro rata for part-time). Any reasonable concerns for the personal safety of a registrar working alone on call-outs after hours will be considered and discussed by the supervisor and registrar when making on call arrangements.

4. REMUNERATION

4.1 Pay for ordinary hours:

4.1.1 The following salaries are based on a full-time, 38 hour week and take into account recommended scheduled patient consulting hours and number of patients seen in this time, Medicare rebates, practice subsidy and PIP. Time for teaching/educational release/admin/home visits etc has also been considered as part of the full time (38 hours) week.

A. Basic Terms

- (i) The minimum annual salary for a full time registrar is \$56,232 (\$1,078/week), plus superannuation (9% from 1 July 2002)

Or

45% of in hours gross billings, plus superannuation, calculated over a 3 monthly cycle,

whichever is greater.

- (a) taken as time off in lieu at the ordinary time rate (ie an hour for each hour worked), at a time agreed between registrar and supervisor, but within one month).

or

- (b) paid at 150% of the ordinary time rate, plus superannuation (9% from 1 July 2002).

4.3 *Pay for After Hours (i.e. outside "ordinary hours", see Clause 3.1)*

For after hours work at the practice, the registrar will be paid 50% of gross billings, plus superannuation (9% from 1 July 2002).

4.4 *Pay for On Call (i.e. outside of normal practice hours)*

4.4.1 For on call work, the registrar will be paid:

- (i) On practice premises -
50% of gross billings, plus superannuation (9% from 1 July 2002).
- (ii) Off practice premises -
55% of gross billings, plus superannuation (9% from 1 July 2002).

4.4.2 The parties agree that a higher percentage could be negotiated depending on Registrar qualifications, skills, experience and state VMO arrangements for on call payments. For example, in the state-based 2000 minimum terms and conditions a number of states had a minimum off practice on call payment of 75% of gross billings.

4.5 *Time of Payment*

A registrar's salary for ordinary hours shall be calculated and paid at least fortnightly and will not be delayed pending payments for consultations. For after-hours/on-call work, payment for MBS services shall be calculated and paid at least fortnightly in the same way as for ordinary hours. Payment for hospital based services will be paid in accordance with the hospital billing cycle.

4.6 *Income Tax*

The practice will comply with the requirements of the Income Tax Assessment Act and income tax law including deducting PAYG tax.

5. **LEAVE**

5.1 *Annual Leave*

A registrar shall be paid no less than two weeks annual leave per 6 months full-time period (pro rata for part-time). If leave is not taken during the term it will be paid out at the end of the attachment. There is no leave loading entitlement.

9.2 *Relocation Expenses*

Unless otherwise agreed, the practice is under no obligation to meet the registrar's relocation expenses. Registrars undertaking rural terms may be eligible for subsidised relocation expenses from the training consortium.

10. **ACCOMMODATION**

If a registrar must relocate to undertake a GP term in a rural area the practice will:

- (a) assist the registrar to find suitable accommodation (which is self-contained, fully furnished with kitchen facilities);
- (b) support the Registrar in accordance with state terms and conditions. *(In some states financial support for relocation is provided by the training consortium directly to the registrar and in other states it is provided to the practice to pass on to the registrar).*
- (c) provide registrars with accommodation which meets any standards which are approved by General Practice Education and Training Ltd (GPET) or the relevant training consortium and supported by payment of an accommodation subsidy.

11. **REGISTRAR UNDERTAKINGS**

11.1 *Medical Registration*

The registrar will, if requested by the practice, produce evidence of registration as a medical practitioner.

11.2 *Indemnity*

- (a) During the term of employment, the registrar will be a member of a medical defence union or hold professional indemnity insurance in respect of the work contemplated by this agreement. The registrar will, if requested by the practice, produce evidence of medical indemnity.
- (b) The registrar authorises the practice to make inquiries of the registrar's medical defence union or insurer to verify membership or insurance, as the case may be.

11.3 *Release of Data*

- (a) *Practice Incentive Program:* The registrar shall, if requested by the practice, consent to the release of relevant HIC data required to enable the practice to apply for PIP.
- (b) The Registrar will notify the Supervisor as to whether or not they have consented to the release of their HIC data.

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- Step 4: If still unresolved within a further 7 days, the parties shall refer the dispute to the Director of Training for assistance in resolving it.
- Step 5: If the dispute remains unresolved after a further 7 days, either party may request that the matter be determined by an independent arbitrator, whose decision will be accepted by both parties:
- the independent arbitrator will be a person agreed to by the parties or, in the absence of such agreement, a person nominated by the Executive Director of the Law Society of the state or territory in which the dispute occurs.
 - unless otherwise agreed by the parties or determined by the arbitrator, the cost of the arbitration process will be met equally by the parties.
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Agreed and signed by the parties, to come into effect from 1 March 2003:

GP Supervisors' Association:

Dr Peter Stevens, President

Signature:

(Signed)

Date: 20 February 2003

GP Registrars' Association

Dr Cameron Loy, Chair

Signature:

(Signed)

Date: 20 February 2003

AGREEMENT BETWEEN

AND

TRAINING PRACTICES AND SUPERVISORS

FOR THE PROVISION OF BASIC AND ADVANCED GP TERMS FOR 2002 AUSTRALIAN GENERAL PRACTICE TRAINING PROGRAM

STATEMENT OF INTENT

The aim of this agreement is to ensure the provision of an educational environment appropriate to the registrar's stage of training and the educational opportunities available in the practice. This document outlines the agreement between the training practice, the GP Supervisor(s) and (the parties).

In exceptional circumstances variations to these requirements may be negotiated between the parties.

RESPONSIBILITIES OF THE PRACTICE AND THE SUPERVISOR

The practice and the GP supervisor must be accredited in accordance with the Standards required by GPET Limited. If the nominated GP supervisor is not available the practice is to appoint another GP to act as supervisor to meet the supervision requirements.

The training practice is to conduct in-practice education and training of GP registrars in accordance with the RACGP Curriculum, or such other curriculum document, in such a manner as to meet the educational, teaching, assessment, feedback, and supervision requirements detailed in both of the following Standards documents;

The General Practice Vocational Training Standards and Requirements document, and The Standards required of RACGP teaching posts.

Both documents are attached as Annex and form part of the Agreement.

Specific attention is to be paid to the requirements for supervision, face to face teaching and feedback to the registrar in both Basic and Advanced GP Units. An appropriate caseload and mix of cases is to be provided for the registrar.

Educational release

| The practice is to ensure that the registrar is released during paid time to attend any required external educational activities, in accordance with the regional training providers requirements.

Number, range and type of registrar services (caseload and case-mix)

The practice is to ensure that the range of patients seen by the registrar is appropriate to the registrar's level of experience and as far as is possible, representative of the attending practice population.

The New Training Arrangements previously developed in consultation with the RACGP require that for educational purposes there will be a lower limit of MBS A1 consultations and an upper limit of all consultations per week. Details of these limits are detailed in the Annex to this Agreement.

GP supervisor ongoing professional development

In addition to the required continuing medical education for GP supervisors, the GP Supervisors Association and GPET recommend that supervisors attend the equivalent of three full days of workshops or professional development activities during each year. The focus of these workshop is to be on teaching in the practice and giving feedback to registrars.

Employment of the registrar

The practice is to ensure that:

Registrars undertaking a GP term in the practice are employed by the practice.

Notes:

Registrars are not to be regarded as 'self-employed' or 'contract' workers.

Employment and tax laws relevant to an 'employee' apply to the registrar.

Where exceptional circumstances require this requirement to be modified, eg. for VMO status at some rural hospitals, the training provider must be notified.

An employment agreement is negotiated between the training practice and the registrar that satisfies the requirements contained in the *National Minimum Terms and Conditions for Basic and Advanced GP terms* for 2001 or any subsequent iteration.

The practice is to confirm with the registrar before the registrar commences training that the registrar has appropriate and current medical registration, professional indemnity and a provider number for the duration of the placement

Monitoring and reporting of registrar servicing.

The practice will provide the consortia with the information it needs to ensure that registrars are provided with a quality learning environment as required under the New Training Arrangements and that the training provider can satisfy its contractual requirements with General Practice Education and Training Ltd (GPET). This information is to be provided monthly.

This information concerns:

Services provided by the registrar (for example, MBS A1 items, hospital visits, private/DVA services, etc);

Hours of employment, teaching in the practice, educational release, etc.; and

Other reasonable information as may be required for the above purposes.

The above data is to be provided to the training provider's office by the 10th working day of the following month.

THE RESPONSIBILITIES OF CONSORTIA

ALLOCATION OF REGISTRARS

The Consortia will, as far as is possible, assign registrars to the Training Practice throughout the period of the agreement.

REMUNERATION OF TRAINING PRACTICES

The Consortium will pay the Training Practice a subsidy for each week in which the Training Practice has a Basic or Advanced GP registrar placement in accordance with the payment Schedule.

The Consortium will pay the GP supervisor a teaching allowance for actual face to face teaching of the GP registrars by the GP Supervisor to the required teaching time as specified in the Standards and as detailed in the Payment Schedule.

The consortium will pay the GP supervisor sessional payments as detailed in the Payment Schedule on invoice for attendance at GP supervisor professional development to the maximum of three days per annum.

BREACH OF AGREEMENT

Should the Consortium consider that the training practice has breached this agreement it will in the first instance discuss the matter with the practice. After such discussion, and taking all factors into consideration, the consortium may then consider one or more of the following actions:

1. Endorsement of the current servicing and/or teaching arrangements as appropriate in the circumstances provision of additional support for a registrar, supervisor or practice having difficulties counselling of the registrar, supervisor and / or practice
2. Re-allocation of the registrar.

DISPUTES

A structured dispute resolution process will be developed by GPET in consultation with the GP Supervisors Association and the General Practice Registrars Association. In the interim, all disputes, which cannot be resolved, will be referred to the Chief Executive Officer, GPET.

PAYMENTS SCHEDULE

Activity	Rate (\$) (max)	Amount Agreed	No. sessions OR No. of weeks	Of OR	Total Agreement Costs
Basic Term salary subsidy	\$400 per week				
Advanced Term salary subsidy	\$200 per week				
Teaching Allowance	\$204 per 3 hr session + GST				
Supervisor Professional Development	\$204 per 3 hr session + GST (3 days minimum per annum)				

Payment method and frequency

(All payments are to be made by EFT to a nominated bank account)

Payment Method		Frequency
Bank Name:		Monthly / Quarterly (select one option) In arrears upon receipt of a Tax Invoice.
Bank Address:		
Bank BSB No:		OR X % (max. 40%) of the agreed total contract price will be made on signing with the balance paid in equal quarterly instalments.
Name in which Account is held:		
Account Number:		

AGREEMENT

This Agreement is between

..... and

.....(name of practice)

and is valid from to

SIGNED for and on behalf of

.....
(name of practice/employer)

by

.....
(print name) (signature & date)

who is authorised to sign this agreement on behalf of the practice

SIGNED by GP supervisor(s) who will be responsible for the supervision of the registrar

.....
(print name) (signature & date)

.....
(print name) (signature & date)

.....
(print name) (signature & date)

SIGNED for and on behalf of

by

.....
(print name) (signature)

.....
(date)

Annex to Agreement betweenand Training Practices and Supervisors for the Provision of Basic and Advanced GP terms for 2002.

The practice is to ensure that the number of patients seen by the registrar is:

- Appropriate to the registrar's level of experience and the educational intent of the training environment;

Within the following guidelines:

GP Term (level of training)	Expected average number of patients per hour	Max patient numbers in any one hour	Min number A1 consults per F/T week (pro rata for P/T)	Max consults (all types per F/T week (excluding 'overtime') (pro rata for P/T)
Basic GP Unit (1 st 3 mths)	2 - 3	4	50	100
Basic GP Unit (2 nd 3 mths)	3 - 4	4	50	110
Advanced GP Term (6 mths)	3 - 4	5	60	130