

20 May 2020

Ms Susan Philip
Director, Adjudication
Australian Competition and Consumer Commission

By email: susan.philip@acc.gov.au
thomas.shaw@acc.gov.au
joseph.chan@acc.gov.au

Dear Ms Philip

Pursuant to Condition 2 of the ACCC's interim authorisation decision, AMA(NSW) provides the following update on the status of negotiations occurring under the interim authorisation:

- AMA(NSW) has written to the Chief Executive Officers of the parties named in paragraph 6 of the interim authorisation decision, referred to as the Private Hospital Operators setting out the terms of the proposal made by AMA(NSW) to the Ministry of Health and inviting the Private Hospital Operators to meet with AMA(NSW) to discuss.
- The details of the proposal AMA(NSW) has made to each of the Private Hospital Operators is that is AMA(NSW)'s preference that VMOs contract with the Local Health Districts to provide services to public patients in private hospitals on the same or similar terms to the Public Hospital Determinations and Service Contracts in place in the public hospital system to ensure the terms and conditions (including remuneration) are the same regardless of where the services are provided, and ensure that the VMOs are able to rely on TMF indemnity cover. A copy of the proposal is attached and marked Annexure A.
- To date we have met with representatives from one Private Hospital Operator and have a meeting with a second Private Hospital Operator next week. Details of the persons involved are attached and marked Annexure B.

Should you have any queries or wish to discuss, please contact me.

Yours sincerely,



Dominique Egan
Director of Workplace Relations

Australian Medical Association (NSW) Ltd

AMA House, Level 6, 69 Christie Street, St Leonards NSW 2065 | PO Box 121, St Leonards NSW 1590
t: 02 9439 8822 | f: 02 9438 3760 | e: enquiries@amansw.com.au | www.amansw.com.au | ABN 81 000 001 614

Annexure A

1. *Where required, in order for a VMO to provide services in a private facility, credentialing will be dealt with expeditiously and facilitated, to the extent possible, by the VMO's LHD.*
2. *VMOs currently appointed in the public hospital system are to be invited to undertake public work in any hospital (as agreed between the LHD and the VMO) in New South Wales.*
3. *VMOs may be asked to agree to be redeployed (as is safe and appropriate).*
4. *Visiting Medical Practitioners (VMPs) appointed in private hospitals (without a current public hospital appointment) may also be offered a VMO appointment and a VMO Contract by a LHD to undertake public work in the private facility subject to the work being offered and allocated to existing VMOs first.*
5. *Scope of practice will be defined as the VMO's usual scope of practice as well as any other work the VMO may be reasonably and safely be requested to do by the facility at which they are providing services.*
6. *Rostered shifts must be safe and shared equitably amongst VMOs:*
 - a. *For those VMOs working in regional and rural areas, a minimum guaranteed number of sessions are to be provided to VMOs. This ensure the availability of workforce for these areas and viability of practices.*
 - b. *For those VMOs working in metropolitan areas, where VMOs are directed to remain available and not to accept work elsewhere, LHDs are to be encouraged to pay those VMOs for an agreed number of hours a week.*
7. *All work will be paid at current VMO rates under the VMO Determinations.*
8. *20 days pandemic leave will be extended to all VMOs who are directed into isolation due to know exposure to COVID-19 at a facility where they are providing patient services under a VMO Contract.*
9. *For those VMOs rostered on-call and required to remain on-site during the on-call period, an on-call rate of \$155 per hour will be paid. Call back rates will be paid for services provided.*
10. *The LHD will ensure the that the resources required to support the VMO in public and private facilities will be available including but not limited to personal protective equipment and appropriate staffing.*

11. *Where clinics (and other services) can be provided remotely (including by telehealth) VMOs will be remunerated for those services under their VMO Contract.*

12. *During this pandemic period all medical practitioners will be granted TMF cover for public patient work and that cover will, for the avoidance of any doubt, extend to:*
 - a. *all work undertaken including work beyond the VMO's usual scope of practice; and*
 - b. *all civil and criminal liability.**For those who have existing arrangements for an extension of cover to private patients, these extensions are to continue.*