SA Health Rural GP Agreement 2022-24

Questions and answers (Q&A)

March 25, 2022

The memorandum of understanding (MOU) between regional Local Health Networks (regional LHNs) and the AMA(SA) and the RDA(SA) was signed on 24 January. The Rural Support Service (RSS) distributed a bulletin and sent a letter to the rural GP community on 21 February. These materials had links to the Information for medical practitioners contracted by regional LHNs page of the SA Health website with details of the GP agreement negotiations and outcome, and the GP agreement template.

The RSS and the regional LHNs have received several questions and comments about the new GP agreement - thank you for your feedback. So that all the information can be clearly understood by everyone, this document provides a summary of the questions asked or issues raised and the answers to them.

Why does there seem to be significant changes and additions to the new agreement template?

The new GP agreement template has been developed after combining the previous South Australian Rural Medical Fee Agreements (SARMFA) for large and small sites, the South Australian Rural Medical Engagement Responsibilities (SARMER) and the 2017 GP agreement template while capturing the spirit and intent of signed MOU.

The new GP agreement maintains many of the elements of the current arrangements, as well as the bulk of the provisions from the 2017 SARMFA, without unnecessary duplication.

Why has there been a long delay in receiving the new agreement template?

The RSS circulated the agreement template and associated information four weeks after the signing of the MOU. As the new agreement required the combining of previous documents and needed to reflect the agreement reached in the MOU, time and consultation was required. RSS and a representative from the AMA(SA) and RDA(SA) met for two days to go through the new agreement. RSS also worked with the Crown Solicitor's Office and consulted with the regional LHNs.

When will the new agreement be ready for signing?

Regional LHN EDMSs are currently meeting with GPs to agree terms, once this is complete RSS will draw up the agreement and send to GP/GP clinics for signing. RSS anticipate this will occur during the month of April.

To assist the timeliness of the process please complete the Essential Information form, sign and return it to your EDMS by email, copying the RSS Contracts Team at healthgpagreement@sa.gov.au.

In the new agreement, can GPs bill Medicare for public patients when engaged under on-site or off-site sessional?

Where GPs are being paid an off-site or on-site sessional fee in a public hospital, they can't bill Medicare additionally for any services provided to **public patients**. This means the GP may not make further claims for payment or bill any other provider or person, including (but not limited to) the patient, Medicare, the Department of Veterans' Affairs, the regional LHN, private health insurance, and motor vehicle accident and workers compensation insurance providers.

The new sessional models are based on engaging GPs to provide **public services only**, for a determined period of time. It means private patients cannot be seen at the same time, which in practice means:

- On-site: GPs **cannot** deliver private patient services during the paid on-site sessional period. GPs **can** deliver services and bill private patients and providers outside the time they are contracted by the regional LHN.
- Off-site: When a GP is rostered for an off-site sessional period, they **can** work within their private practice setting, and provide private services within the hospital. Private commitments (including the treatment of private patients) cannot impede the GP's ability to attend the hospital during their off-site sessional period to provide medical services to public patients.

In clause 10 (no additional fees and payment) of the GP agreement template, it states GPs are not entitled to any additional payment in relation to private patients or where patient choice cannot be substantiated. Can you please clarify what this means?

This clause means that the provision of medical services under the GP agreement is specifically for public patients and the GPs are remunerated accordingly, as set out in schedule 4 of the agreement.

Private patients are outside the scope of the GP agreement and any remuneration is between the GP and the patient as well as any third-party insurers.

Where both public and private services are available to patients, in order for regional LHNs to support doctors to provide private services in accordance with Commonwealth and state compliance requirements, the patient's choice whether to be seen in a public or private capacity must be adequately substantiated. This is to ensure that if ever required, correct and appropriate process can be demonstrated to show that obligations around the provision of 'patient choice' and how the service is funded, have been met by both doctor and the regional LHN.

If GPs are engaged under the off-site sessional payment model, can they:

i. claim any other additional fees?
ii. claim a hospital-initiated clinic call out (HICCO) fee?

As per section 3.2 of the MOU or subclause 4.5 of schedule 4 of the GP agreement, the off-site sessional payment model is a fixed fee for the provision of medical services for public patients during a 24-hour period, starting at 8.00am. The GP is not required on site at all times but must be ready and available to attend the hospital to provide medical services to public patients during that 24-hour period. Any call out made by the regional LHN to the GP during this time is included in the fixed fee, which is currently $2,050 GST exclusive.

If a GP is engaged to provide a specific clinical domain (e.g., anaesthetic, or obstetric) and is called during the off-site session to see patients, outside the clinical domain, in the ED or inpatients, the GP may claim for the specific MBS item for the ED and inpatient services. As an example, if a GP anaesthetist is paid off site sessional and is called in to provide airway support in an inpatient setting or ED, they **are not eligible** to claim further payment. However, they **are eligible** to claim for non-anaesthetic inpatients and ED services.

HICCO is claimable during the off-site sessional period if called to the hospital to provide public medical services outside the specific clinical domain that the GP is engaged to provide. For example, GP is engaged to provide anaesthetic for offsite but called to see non anaesthetic patient.

Are GP obstetricians and anaesthetists entitled to fatigue payment?

Fatigue payment is an automatic payment payable to GPs engaged under the FFS model for providing overnight emergency care on call, prior to a business day. Fatigue payment is only payable at approved regional LHN sites. Please see the eligibility criteria in table 3 for details.

GP obstetricians and GP anesthetists engaged under the FFS model may be entitled to claim safe working hours if the eligible criteria in table 3 are met.

Why has the new agreement template omitted the 3% loading for after-hours services (item 585), as per 2017 SARMFA clauses 3.11.2.1 and 3.11.2.2?

In the executed version of 2017 SARMFA, the loading for consults and after hours was expressed as an overall percentage of 10.1%, which was made up of 7.1% plus 3%. In the MOU, the loading for consults and after hours remains at 10.1%, which is the same as the 2017 SARMFA. A copy of the 2017 SARMFA is available on the Information for medical practitioners contracted by regional LHNs page of the SA Health website.

Was there a change to the emergency care (life threatening) item numbers 160-164?

It is the same as it was previously in the 2017 SARMFA. The loading in the new agreement is consistent with the 2017 SARMFA which stated 6%, an increase from 3% in the 2014 agreement. This is reflected in the MOU and new GP agreement template in table 3.

Can you please clarify the rules around scope patients (i.e. colonoscopy, endoscopy and oesophagoscopy) – are these patients considered inpatients or outpatients?

Any patient who is admitted to hospital for investigations, which results in the need for a scope while admitted, will be treated as an inpatient scope. However, elective scope patients are not considered to be inpatients.

Across the 62 regional hospitals and health scopes, whether scopes are public outpatients or private outpatients will depend on the funding for the LHN on scopes. However, as per table 3 of schedule 4 of the GP agreement, public outpatient scopes are paid through FFS, subject to prior approval.

See the following extract:

> The Medical Practitioner can claim for outpatient Services associated with gastroenterology scope procedures (such as Colonoscopy, Endoscopy and Oesophagoscopy) performed by the Medical Practitioner on public Outpatients, provided prior approval by the LHN has been granted.

Outpatient scopes provided in a private outpatient capacity are not payable through FFS.

How will the Rural Emergency Responder Network (RERN) doctors be paid if references to RERN have been removed from this contract? Is there a different contract for their services?

As agreed during negotiations and set out in the MOU (clause 5.3), the RERN governance is being moved to the South Australian Ambulance Service (SAAS) and is therefore out of scope of the new GP agreement. This commitment was also confirmed in the letter from the South Australian Minister for Health and Wellbeing on

10 December 2021 to the AMA(SA)/RDA(SA). It should be noted the Minister's letter stated that the transition to SAAS would commence on 1 July 2022.

Details about paying RERN doctors are set out in table 4 (other fees) of schedule 4, based on the 2017 SARMFA.

To enable sufficient time for the transition from the regional LHNs to SAAS to happen, payments to RERN doctors under the new GP agreement will continue until December 2022 when it is anticipated that transition will have been completed.

RERN registered GPs are paid in accordance with the Emergency Care (Life Threatening) Medicare Benefit Schedule (MBS) item numbers, payable in 15-minute intervals. Meanwhile, non-RERN GPs are paid $267.60 per hour per 15-minute interval.

Who is eligible for the sign-on payment? Are registrars, locums or other contractors eligible to receive it?

The sign-on payment is an incentive offered to GPs currently engaged under the 2017 SARMFA who accept a new GP agreement within five months of 1 February 2022.

A sign on payment will be offered to newly qualified GPs who have provided medical services as GP registrars under the Practice Experience Program (PEP) and More Doctors for Rural Australia Program (MDRAP) under supervision of a GP engaged under the auspices of the 2017 SARMFA.

How can you make sure there isn't wrong or confusing information relayed to doctors through discussions with LHNs?

The RSS has worked with the EDMSs and CEOs to ensure consistent information is provided and will continue to support this by providing any clarification or new information that's needed such as this Q&A sheet.

During the negotiation, the RSS advised a feasibility assessment would be undertaken associated with subclause 4.3.4 of schedule 4 around adjusting MBS indexation to align with CPI. How and when will this occur?

The RSS will explore the feasibility of adjusting MBS indexation to align with CPI to determine whether it is possible. With several thousand item numbers, this work will be considerable. The RSS will report on progress to the AMA(SA) and RDA(SA) in May, August and November this year as agreed in the MOU in clause G.

Is the "No Locum Tenens Service" clause 2.14 a new addition?

The "No Locum Tenens Service" clause 2.14 is new to this GP agreement and means that GPs cannot be engaged by that regional LHN as a locum. GPs will be engaged and paid in line with one of three available payment options. This clause does not preclude GPs from providing locum services elsewhere in South Australia or outside of the state. GPs **can** provide procedural locum support under the current RDWA agreement with the contracted LHN and across regional SA.

Locum arrangements are outside the scope of the GP agreement and must be delivered in line with the procurement policies and guidelines of SA Health and the SA Department of Treasury and Finance.

Why is there no reference to the procedural locum support clause? (SARMFA clause 4.4)

The merging of information from the various GP source documents was a significant task and we left out information regarding procedural locum support in error. Reference to procedural locum support, as per clause 4.4 of the 2017 SARMFA clause 4.4, has now been inserted in table 4.

What contracts do locums sign now?

SA Health have a locum panel and locum engagement must be in line with this unless a regional LHN has a written exemption. Locum arrangements remain outside the scope of the GP agreement.

Can GP registrars be engaged and sign the new GP agreement?

GP registrars are employees of the GP clinic and may be listed as a medical practitioner on the agreement with the GP clinic. However, as per clause 6.8 of the agreement, it is the contracting entity's responsibility to ensure the GP registrar only provides medical services within their approved scope of practice and under supervision of the nominated supervisor who is a GP engaged under the GP agreement to provide medical services to public patients.

Can GPs be engaged under multiple GP agreements?

GPs cannot be engaged under multiple agreements within the same regional LHN. One agreement will cover the scope of services GPs will be provide within that regional LHN.

GPs providing medical services to public patients at more than one regional LHN will have multiple GP agreements. For example, if a GP provided medical services at both the Whyalla Hospital and the Port Lincoln Hospital they will have two separate GP agreements under the same contract template – one with Flinders and Upper North LHN and another with Eyre and Far Northern LHN.

Where GPs are engaged under multiple agreements or to provide medical services to public patients to multiple sites, only one sign-on payment can be paid each GP.

Has the professional development grant (5.3 in the previous contract) been removed?

Professional development grants are outside the scope of the GP agreement. Resources and information about this grant are available on the Rural Doctors Workforce Agency website. Alternatively, medical practitioners may seek further information available on the Commonwealth Department of Health's website.

Why has the Australasian Triage Scale (ATS) category 1 and 2 triage table been omitted from the GP agreement template?

The GP agreement template refers to category 1 and 2. For complete clarity, the ATS for category 1 and 2 is included as Annexure 1 of Schedule 4.

What's the reason for the new clause about entering premises for inspection records?

SA Health continuously updates its contract templates so that they comply with the latest policies, legislation and work practices. The previous GP agreement template was last updated five years ago.

Entering premises is now a standard government clause included in SA Health contracts in the last few years for large complex projects. It enables SA Health to audit works associated with services provided under the agreement

and, if required, enter the provider's premises to audit information related to the provision of services, subject to prior permission being granted by the provider.

However, considering that medical services in this situation are provided on SA Health owned and run facilities with all patient records retained on our premises, this clause has been removed.

What does the "unavailable shortage / unavailability" mean?

The unavailable shortage / unavailability clause 16 in the GP agreement is the same clause contained in 8.5 of the 2017 SARMFA. It allows the parties to discuss and agree how to resolve an unexpected event associated with the contracting entity's inability to deliver medical services, which was not caused or contributed by the contracting entity, while taking into consideration the obligations of both parties.

Who is the regional LHN representative for fee related matters, in clause 24.4, and who is the executive negotiator?

The EDMS is the regional LHN representative as per item 3 of Schedule 1. The regional LHN CEO is the executive negotiator.

Is the non-disparagement clause 39 new?

It is not new it was in the 2017 SARMFA (clause 26).

Why is there a commitment to IT resources in the new agreement (schedule 3) when the same from the SARMER (clause 6.1) was not fulfilled?

We understand that in the past this was not fulfilled, and we need to improve. To rectify this moving forward, we have made a firm and clearly communicated obligation in the new GP agreement by including in schedule 3 the specific IT support services that regional LHNs and the RSS will deliver during the term of this agreement, as agreed in the MOU. There have been achievements in this space such as the recent provision of HAD IDs to contracted doctors and other ongoing work in progress.

Further information

Further information about the new GP agreement is available on the Information for medical practitioners contracted by regional LHNs page of the SA Health website, or from the relevant EDMS.

For more information

Rural Support Service

Contract Management Team

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