

GRANTED PRIVATE PRACTICE AGREEMENT

Between

and

Granted Private Practice Agreement

1 Definitions

For the purposes of this document:

Approving Officer means the officer (or approved delegate) who is responsible for approving private practice agreements on behalf of the Employer.

Award means the [*Medical Officers' (Queensland Health) Award - State 2015*].

Billing Agency means the Employer and/or an entity appointed by the Employer to conduct billing.

Collections means the Medical Fees and Related Payments collected by the Billing Agency in accordance with this document and disbursed in accordance with the disbursement arrangement (Revenue Assignment/Retention) applicable to the Medical Officer.

Certified Agreement means the [Medical Officer's (Queensland Health) Certified Agreement (No.5) 2018]

Employer means the employer of the Medical Officer (which may be the Department of Health, a Hospital and Health Service or other statutory entity which employs medical officers in the Queensland public health system) and at the commencement of this agreement is the entity specified in the Granted Private Practice Agreement Execution Panel of this document.

Granted Private Practice means a limited arrangement to provide professional services to Private Patients in the public health system and to support Private Practice during the Medical Officer's Hours of Work on the terms of this document.

Hours of Work means the hours during which the Medical Officer is employed by the Employer whether full time or part-time, and includes, normal rostered hours, extended hours, on-call, recall and overtime.

Medical Fees means the fees charged by the Medical Officer for the provision of professional services to a Private Patient.

Medical Officer means the medical practitioner identified on the final page of this document.

Private Patient means a person who could receive treatment free of charge under the National Health Reform Agreement 2011 (as amended or replaced) but who has elected to be treated privately in the public system; or a person who agrees to be a fee-paying patient (including third party compensable private patients i.e. through motor vehicle insurance, workers' compensation, Department of Veterans' Affairs etc.) of the Medical Officer and makes this election on the basis of informed financial consent.

Related Payments means payments the Medical Officer may receive, including incentive payments from the Commonwealth of Australia, related to the provision of professional services to Private Patients under this agreement.

Service Fee means the service fees for Granted Private Practice specified in the Queensland Health Fees and Charges Register (as amended from time to time).

Service Retention Amount means an amount calculated in accordance with the relevant formula below:

For a Medical Officer not in a group recognised by the Employer:

Where, in a Year, the Collections less Service Fees (excluding GST) are greater than the Threshold Level, then the Service Retention Amount is: 2/3 of the Collections less Service Fees for the remainder of the Year.

For a Medical Officer in a group recognised by the Employer

Where, in a Year, the Collections less Service Fees (excluding GST) of the entire group are greater than the group's Threshold Level, then the Service Retention Amount is: 2/3 of the Medical Officer's Collections less Service Fees for the remainder of the Year.

The group's Threshold Level is the group members' individual Threshold Levels summed.

Examples of how the Service Retention Amount is to be calculated can be found in the Queensland Public Health Sector Private Practice Framework

Shared Debt Determination is a written determination under s 129ACA of the *Health Insurance Act 1973* (Cth) as amended from time to time.

Threshold Level means the threshold level specified in the Queensland Health Fees and Charges Register (as amended from time to time), and pro-rated if the employment is part-time or the period is less than the full Year.

Year means the 12-month period between 1 July and 30 June.

2 Granted Private Practice

- 2.1 The Employer grants the Medical Officer permission to participate in Granted Private Practice.
- 2.2 Granted Private Practice is in addition to the Medical Officer's ongoing obligation to treat patients pursuant to the Medical Officer's employment with the Employer.

3 Key obligations

- 3.1 The Medical Officer must:
 - (a) accept patients electing to be treated as a Private Patient, which includes
 - (b) seeing Private Patients referred appropriately either as inpatients or outpatients during Hours of Work, and performing professional services such as procedures, consultations and diagnostic examinations on the basis of clinical need;
 - (c) prepare and keep records, in the manner reasonably required by the Employer, in respect of Private Patients, including records of all information required to enable the Billing Agency to render accounts to Private Patients under **clause 5** or to collect monies under this Agreement;
 - (d) provide to the Billing Agency all information reasonably required to enable the Billing Agency to render proper accounts to Private Patients and any other information reasonably required by the Billing Agency within reasonable timeframes;

- (e) comply with all applicable directions, policies and procedures (in writing or otherwise), including those which:
 - (i) support the applicable arrangements in the policy entitled *Private Practice in the Queensland Public Health Sector* or the Health Service Directive entitled *Private Practice in the Queensland Public Health Sector* or the framework entitled the *Queensland Public Health Sector Private Practice Framework*;
 - (ii) are applicable to medical practitioners performing professional services at the public health facility at which the Granted Private Practice is being performed, including but not limited to the *Code of Conduct for the Queensland Public Service*; and
 - (iii) support privacy obligations, and to the extent not inconsistent with directions, policies and procedures issued by the Employer, in relation to the discharge of the Medical Officer's obligations under this agreement, comply with parts 2 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) as if the Medical Officer was the Employer;
- (f) ensure the Billing Agency has, at all times, the practitioner's Medicare provider number (if eligible) and a current schedule of fees to charge Private Patients for professional services provided by the Medical Officer, and, unless otherwise agreed with the Employer, the maximum fee charged by the Medical Officer will be an amount for the professional services which achieves a no-gap result for the Private Patient;
- (g) comply with patient election processes required in the public health system;
- (h) immediately inform the Employer and the Billing Agency if the Medical Officer's provider number is cancelled for any reason; and
- (i) provide to the Employer all information reasonably required by the Employer to fulfil its obligations within reasonable timeframes.

3.2 Medical Officers who have no ability to engage in direct private patient care (e.g. Directors of Medical Services, Medical Officers engaged in research, international medical graduates unable to obtain a provider number) must actively support the delivery of private practice where reasonable, and clinically appropriate.

3.3 The Medical Officer may participate in other private practice arrangements outside the Hours of Work (or when on call) but must disclose these arrangements in writing to the Employer.

3.4 Except where clinical priorities require otherwise, where any conflict arises between the Medical Officer's duties to private patients and the Medical Officer's duties to the Employer, the duties to the Employer will prevail.

3.5 With respect to the Medical Officer's Granted Private Practice, the Employer will take account of:

- (a) the Medical Officer's existing workload;
- (b) the Medical Officer's scope of clinical practice;

- (c) the Medical Officer's public duty and any conflicts that may arise with the public duty; and
- (d) applicable fatigue risk management policies.

3.6 In support of the Medical Officer's Granted Private Practice, the Employer must:

- (a) provide reasonable support (e.g. administration and clinical support) for the delivery of Private Patient care by the Medical Officer performing Granted Private Practice;
- (b) as the Medical Officer reasonably directs:
 - (i) promptly render accounts for the appropriate amounts;
 - (ii) take all reasonable steps to ensure an account is paid within 30 days after the date the account was rendered;
 - (iii) issue appropriate reminder notices to persons whose accounts are outstanding; and
 - (iv) advise the Medical Officer of any account that:
 - (A) remains outstanding for more than 30 days after the date the account was rendered; or
 - (B) the Billing Agency learns is disputed.

4 Service Fee

- (a) Where the Medical Officer nominates the Revenue Retention disbursement model for Granted Private Practice, the Medical Officer:
- (b) agrees to pay the Service Fee; and
- (c) acknowledges that the Service Fee is a contribution to costs relating to Private Patient service delivery which can include (but is not limited to) costs relating to:
 - (i) provision of technical, clinical and administrative support including the provision of practice staff and administration, including for billing;
 - (ii) use of consulting rooms, capital equipment and infrastructure; and
 - (iii) clinical and other consumables.

5 Collections

The Medical Officer exclusively appoints the Billing Agency to:

- (a) raise patient accounts in accordance with the Medicare Benefits Scheme rules, the Queensland Health Fees and Charges Register (as amended from time to time) and the *Queensland Public Health Sector Private Practice Framework*;
- (b) render accounts in the Medical Officer's name (or in the name of an entity through which the relevant taxable supply is made), using the Medical Officer's Medicare provider number where professional services are provided to patients under their care who elect to be treated as Private Patients;
- (c) collect the Medical Fees;

- (d) give Private Patients valid discharge for payments made in settlement of accounts rendered by the Billing Agency, for professional services of the Medical Officer in Granted Private Practice; and
- (e) collect Related Payments, if any.

6 Disbursement of Collections

6.1 All Collections will be disbursed in accordance with **clause 6.2**.

6.2 The Medical Officer agrees:

- (a) where the Medical Officer nominates the Revenue Assignment disbursement model for Granted Private Practice - to assign to the Employer the amount equivalent to the full amount of any Collections, in which case no Service Fee applies; or
- (b) where the Medical Officer nominates the Revenue Retention disbursement arrangement for Granted Private Practice - to have the Collections remitted to the Medical Officer or as the Medical Officer directs, in which case the Service Fee applies and **clause 6.3** applies.

6.3 If **clause 6.2(b)** applies, the Medical Officer authorises the Billing Agency to:

- (a) deduct the Service Fee and any GST payable in respect of the Service Fee from the full amount of any Collections;
- (b) remit the Service Retention Amount and any GST payable in respect of the Service Retention Amount to the Employer or its nominee; and
- (c) subject to any direction from the Medical Officer to remit nominated amounts to another entity, remit the balance of the Collections to the Medical Officer.

6.4 The Billing Agency will:

- (a) make payments to the Medical Officer or nominee under **clause 6.3(c)** monthly, within 14 days after the last day of each month; and
- (b) provide the Medical Officer with information notifying all Collections and disbursements for the month made under this agreement, within 14 days after the last day of each month.

6.5 If the Medical Officer's Granted Private Practice expires or is terminated and **clause 6.2(b)** applies:

- (a) the Medical Officer will be entitled to receive payments (and notification of Collections and disbursements made) in accordance with this **clause 6** in respect of Granted Private Practice performed in the period up to and including the effective date of termination; and
- (b) the Medical Officer agrees to accept that amount in full and final satisfaction of any disbursement claims.

7 Shared Debt Determinations

If a Shared Debt Determination is made in respect of the Medical Officer's Granted Private Practice, the Medical Officer and Employer will comply with any Queensland Public Health

Sector policy applicable to Shared Debt Determinations, including the framework entitled the *Queensland Public Health Service Private Practice Framework*.

8 GST

8.1 In this **clause 8**:

- (a) words and expressions which are not defined but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and
- (b) GST Law has the meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

8.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

8.3 If GST is payable by a supplier, or by the representative member for a GST group of which the supplier is a member, on any supply made under this Agreement, the recipient will pay to the supplier an amount equal to the GST payable on the supply.

8.4 The recipient will pay the amount referred to in **clause 8.3** in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

8.5 The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under **clause 8.3** the recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.

8.6 If an adjustment event arises in respect of a taxable supply made by a supplier under this Agreement, the amount payable by the recipient under **clause 8.3** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

8.7 Where a party is required under this Agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

9 Records

Records in respect of Private Patients created by the Medical Officer and incorporated into a patient record of the Employer for that Private Patient:

- (a) remain part of the patient record of the Employer;
- (b) are in the possession of the Employer for the purposes of the *Right to Information Act 2009* (Qld) and the *Information Privacy Act 2009* (Qld); and

- (c) are subject to release under the *Right to Information Act 2009* (Qld) and the *Information Privacy Act 2009* (Qld).

10 Indemnity

The Employer will indemnify the Medical Officer in accordance with Human Resources Policy I2 (QH-POL-153) entitled Indemnity for Queensland Health Medical Practitioners.

11 Termination

- 11.1 If the Medical Officer's employment with the Employer under the Award or Certified Agreement is terminated for any reason, Granted Private Practice will automatically terminate as and from the date of that termination.
- 11.2 The Employer may terminate the Medical Officer's Granted Private Practice agreement by giving the Medical Officer notice in writing, effective from the date specified in the notice, if:
- (a) the Medical Officer commits a material breach of the terms of this agreement and such breach is not capable of remedy;
 - (b) the Medical Officer fails to comply with the Medical Officer's obligations under the terms of this agreement and such failure continues for 14 days after the Employer has given the Medical Officer written notice to remedy the failure;
 - (c) the Medical Officer ceases to hold appropriate registration with the Medical Board of Australia or the Medical Officer's ability to exercise Granted Private Practice is otherwise materially affected, including as a result of changes to the Medical Officer's scope of clinical practice;
 - (d) the Employer in its discretion, decides to terminate the Medical Officer's Granted Private Practice due to legal or regulatory impacts or changes;
 - (e) the Certified Agreement is terminated or replaced.
- 11.3 If the Medical Officer's Granted Private Practice is terminated, General Attraction and Retention allowances will be reduced in accordance with the Certified Agreement.

12 Dispute resolution

- 12.1 In the event that a Medical Officer's Granted Private Practice agreement is terminated under **clause 11.2** and the Medical Officer disputes the making of that decision, the Medical Officer may, within 14 days after the date on which the decision was notified to the Medical Officer, give the Employer written notice disputing the decision and setting out the grounds upon which the dispute is based.
- 12.2 Within 7 days after receipt of a notice under **clause 12.1** the Employer must:
- (a) consider the notice;
 - (b) if necessary, request further submissions from the Medical Officer;
 - (c) if necessary, convene a meeting with the Medical Officer, at which the matters in dispute can be fully canvassed; and

- (d) give notice to the Medical Officer, within 28 days after the date on which the Medical Officer submitted written notice disputing the decision:
 - (i) confirming the decision; or
 - (ii) rescinding the decision, in whole or in part; or
 - (iii) qualifying the decision, by placing any conditions on it which the Employer considers appropriate.

13 Clauses to survive termination

13.1 The following clauses will survive the termination or expiration of this Agreement:

- (a) Clause 7 (Shared Debt Determinations);
- (b) Clause 10 (Indemnity); and
- (c) Clause 12 (Dispute Resolution).

14 Nomination

Nominations can be made upon commencement of employment, or changed on a financial year basis, or at another time, upon mutual written agreement with the Employer.

15 Disbursement

15.1 I nominate to participate in Granted Private Practice **Revenue Assignment**

15.2 I nominate to participate in Granted Private Practice **Revenue Retention**

15.3 I understand that if I nominate **clause 15.2** my General Attraction and Retention allowance is reduced in accordance with the Certified Agreement.

16 Granted Private Practice Agreement Execution Panel

16.1 **Executed as agreement**

Medical Officers Signature:	Date:
Medical Officer's Full Name:	Medical Officer's Position Assignment Number

Approving Officer's Signature:	Date:
Approving Officer's Full Name:	Approving Officer's Position: