

NT**HEALTH**

Northern Territory Bonded Medical Scheme Information Booklet

Version 2.1 – June 2023

IMPORTANT INFORMATION

Privacy and your personal information Northern Territory of Australia Information Act 2002

Your personal information is protected by law under the Northern Territory (NT) of Australia Information Act 2002. The Territory may collect personal information about you for the purpose of monitoring your compliance with the provisions of the Northern Territory Bonded Medical Scheme (NTBMS) Deed of Agreement (DoA) and assessing any requests you may make in relation to your participation in NTBMS.

If you do not provide all of the information requested by the Territory, you may be in breach of the notification requirements in your NTBMS DoA and the Territory may not be able to assess a request you make in relation to your participation in the NTBMS (e.g., a deferral request or an exceptional circumstances claim).

If necessary for the purposes of administering the NTBMS or if required or authorised by law, the Territory may disclose your personal information to and receive information about you from other organisations and government departments including:

- Flinders University;
- Charles Darwin University (CDU);
- The Health Insurance Commission;
- The Commonwealth Department of Education, Employment and Workplace Relations or such other government department as may from time to time be responsible for the administration of Commonwealth funding of higher education;
- The Medical Board of Australia (MBA); and
- The Australian Health Practitioners Regulation Agency (AHPRA).

If you disclose other people's personal information to the Territory (e.g., if you are a NTBMS participant and, as part of an exceptional circumstances claim, you disclose personal information to the Territory about your family members), in disclosing that personal information to the Territory you undertake that those other people have:

- (a) consented to the Territory collecting and using their personal information for the purposes set out in this notice; and
- (b) read and understood this privacy notice.

To obtain a copy of the NT Health privacy policy, please contact the DoH using the contact details set out below.

NT Health Tel: 08 8999 2834 Email: <u>METC.DoH@nt.gov.au</u> Web: <u>www.ntmetc.com</u>

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Defined Terms

Defined for the purposes of this Information Booklet and NTBMS Deed of Agreement:

- **"Agreement"** means the NTBMS Deed of Agreement that you sign prior to being enrolled in the NT Medical Program. The Agreement outlines your and the Territories obligations and responsibilities
- "Annual Course Cost" means the cost set out in Item 3 of the NTBMS Deed of Agreement
- **"Clause"** is a specific provision or section in your agreement that addresses a specific aspect of the agreement;
- **"Course/Medical Course**" means the course of study under the NTMP culminating in an award of a Doctor of Medicine (MD);
- "Total Course Cost" means the amount set out in Item 4 of the NTBMS Deed of Agreement
- "Defer" means in relation to the RoSO or the RoSO period, defer may include extend or suspend;
- "Designated Area" means any work location in the NT (e.g. a NT Health service or Primary Health Organisation) which is designated by the Territory to be an acceptable location for completing Your RoSO.
- "DoA" means NTBMS Deed of Agreement
- **"Exceptional Circumstances"** means a circumstance demonstrably beyond Your control, which was not reasonably foreseeable at the time You entered this Agreement and which prevents You from fulfilling an obligation or obligations under this Agreement, including but not limited to illness or incapacity, for which You are able to provide independent substantiated evidence (such as a medical certificate or letter from Your treating Medical Practitioner;
- **"Full Time"** means a minimum of 38 hours per week or another number of hours determined to be full time by the *Medical Officers Northern Territory Public Service Enterprise Agreement* in effect from time to time;
- "General Registration" means registration as a Medical Practitioner which may be granted by the Medical Board of Australia to a Medical Course graduate who has successfully completed an Internship and meets other requirements;
- **"Internship"** means the period of supervised training by an accredited training provider which a Medical Course graduate must undertake in order to be eligible for General Registration;
- "Intern Year" means the first postgraduate year as a provisionally registered Medical Practitioner required by the Medical Board of Australia in order to achieve general registration as a Medical Practitioner;
- "Item" means information listed in the Deed Details, usually found on the first page of the Agreement;
- "Medical Practitioner" means a person registered or licensed as a medical practitioner with the Medical Board of Australia;
- "NT" means the Northern Territory of Australia;
- "NTG" means Northern Territory Government;
- "NT Regional Health Services" means Top End, Big Rivers, East Arnhem, Central Australia and Barkley regions or any successor or replacement body from time to time;
- **"NTBMS"** means the Northern Territory Bonded Medical Scheme which is the scheme for funding medical training in return for a RoSO as provided for within the DoA;
- "NTMP" means the Northern Territory Medical Program which is a four year Medical course for funded medical training in the NT as provided for under partnership arrangements between the Territory, the University and others;
- "**RoSO**" means return of service obligation, being Your obligation to complete Your Internship and work as a Medical Practitioner for the Territory in the NT for the RoSO Period in accordance with the terms of the Agreement.
- **"RoSO Period"** means the number of years set out in Item 5 of the NTBMS DOA which includes the internship period;

- "Territory" means the Northern Territory of Australia care of its agency NT Health;
- "University" means Flinder's University or such other university notified by the Territory which administers the NTMP;
- **"Vocational Training"** means any training with a vocational training program within an accredited medical specialist training college which leads to fellowship;
- "Work" means working as a Medical Practitioner but only during the RoSO Period.

Purpose of this Booklet

The purpose of this information booklet is to assist individuals who have or are considering to apply for the Northern Territory Bonded Medical Scheme (NTBMS). The information provided in this booklet is general in nature and is to be used in conjunction with the Flinders University Doctor of Medicine (MD) Domestic Application Guide and NTBMS Deed of Agreement.

Should you require any further clarification or assistance, please contact the staff of the Territory via email on <u>METC.DoH@nt.gov.au</u> or call on 08 8999 2834.

Disclaimer

This information is published as a guide only. It does not overrule or diminish what is stated in individual Northern Territory Bonded Medical Scheme Return of Service Obligation Agreements with the Northern Territory of Australia and participants should seek their own legal advice before entering into any Agreement.

1. The Northern Territory Bonded Medical Scheme

The Northern Territory Bonded Medical Scheme (NTBMS) is a Northern Territory (NT) and Australian Government initiative with the aims of providing a sustainable and highly qualified medical workforce appropriately skilled in delivering services to rural and remote communities and meet the health needs of all Territorians. It also aims at increasing the number of Aboriginal doctors in the NT and Australia as well as supporting the Territory's intention to integrate the entire medical education and training pipeline.

It is a scheme that funds the medical training (Doctor of Medicine) for each medical student enrolled in the NTBMS who as a result of having their course costs funded by the NT Government (NTG) are obliged to undertake a return of service (Return of Service Obligation) to the NTG.

The Doctor of Medicine (MD) degree can be studied entirely in the NT through the <u>Northern Territory</u> <u>Medical Program (NTMP)</u>. Participation in the NTMP is available to Australian citizens and permanent residents, particularly for those who identify as NT residents.

Medical students in the past since 1996 have been able to complete the final 2 clinical years of their medical course (four or six year medical courses) in the NT through a NTG funded Clinical School medical course model. The NTMP was established in 2010 and commenced delivery with the first intake of medical students in 2011.

Students in the NT medical course have many opportunities to gain a strong foundation in rural and remote medicine providing experiences in NT locations with placements in Alice Springs, Tennant Creek, Katherine, Nhulunbuy and rural Darwin.

The NTG has committed to providing funding towards 30 places in the NT Medical Program delivered by the education provider (Flinders University). In return, graduates agree on completion of the course to work as a medical practitioner in a designated area of the NT for the specified return of service obligation (RoSO) period as stipulated in the NTBMS student Deed of Agreement (DoA).

Students joining the NTBMS will enter into a DoA with the Territory which is a legally binding agreement/contract. It is strongly advised that legal advice is sought prior to signing the NTBMS DoA so that all legal obligations and responsibilities are understood prior to entering into this agreement.

1.1 Eligibility

Preference for the NTMP is given to NT and Aboriginal applicants, however any Australian resident may apply. The NTMP admissions process uses the NTG Priority Categories to determine eligibility to enrol into this NT bonded based program.

A NT resident is defined as a person who is either an Australian citizen or permanent resident, who at the time of commencement of the MD will have:

- a) Resided in a permanent address in the NT for a total of at least 2 years out of the last 6, or
- b) Resided with a permanent address in the NT for a total of at least 5 years since commencing primary school.

1.2 Entry Pathways

There are two main pathways into the NTMP, either through graduate entry or undergraduate. Undergraduate entry for NT school leavers is in conjunction with Charles Darwin University (CDU) through commencing the first 2 years of the 3 year Bachelor of Clinical Science with CDU. Preference for places in both pathways is given to identified <u>NT residents</u> or Aboriginal and Torres Strait Island students however other Australian residents may apply to Flinders University for consideration if all places are not taken up by the priority groups.

As a graduate entering through the graduate pathway you can apply to enter the NTMP after first sitting the <u>Graduate Australian Medical School Admission Test (GAMSAT</u>). On successful completion of the GAMSAT, NTMP applicants are_shortlisted and are invited to be interviewed as the final step in the NTMP selection process. The GAMSAT test is offered in March and September of each year, check the education providers (Flinders University) website/s for when registrations to sit the test close for each admission test session.

Aboriginal and Torres Strait Islander graduate applicants can enroll and successfully complete the Flinders University <u>Indigenous Entry Stream (IES)</u> as an alternative to the GAMSAT. Check the Flinders University website for when you would need to enroll and other useful information related to this admission pathway.

The course is also offered as a six year undergraduate program. The undergraduate pathway provides graduates with a Double Degree where NT school leavers commence with the NT <u>Charles Darwin</u> <u>University</u> where they undertake the first two years of a Bachelor of Clinical Science (BCSc). The final year of the BCSc being completed as part of the NTMP with Flinders University NT. Successful completion of the NTMP would see graduates from this pathway achieving both the MD and BCSc. This pathway provides the opportunity for NT school leavers to study at home in the NT. Applicants for this pathway will need to achieve an Australian Tertiary Admission Rank (ATAR) of 90 or above and complete the <u>University Clinical Assessment Test (UCAT</u>), formerly Undergraduate Medicine and Health Sciences Admissions Test (UMAT). Registration for UCAT opens in March of each year and closes in early May with exams taking place in late July.

1.3 Priority Categories

- Priority 1: Aboriginal applicant who meet the NT residency requirements. Required to provide a Flinders Statutory Declaration and supporting letter confirming they meet the NT resident requirements and confirmation of Aboriginality status by application deadline.
 Priority 2: Non-Aboriginal applicant who meets the NT residency requirements.
- Required to provide a Flinders Statutory Declaration and supporting letter confirming they meet NT residency requirements by application deadline.
- **Priority 3:** Aboriginal applicant but not a NT resident. *Required to provide confirmation they meet Aboriginal status by application deadline.*
- **Priority 4:** Non-Aboriginal applicant and not an NT resident.

1.4 Admissions and Application Process

The application and selection process for a NTBMS place is facilitated by Flinders University following the submission of an application to study medicine through the NTMP. NTBMS applicants must meet the same entrance requirements as any other student applying for a medical place with the addition of providing statutory declarations confirming their NT residency and/or Aboriginal and Torres Strait Islander status.

While all Australian citizens and permanent residents are eligible to apply for a medical place, offers will only be made in the order of the priority categories stated above until the quota for the NTMP are filled.

Further information on the domestic application processes used by Flinders University are available in the <u>Flinders University Doctor of Medicine (MD) Domestic Application Guide</u> for specific NTMP information.

1.5 NTBMS DoA

Following an offer to study medicine through the NTMP from Flinders University, you will receive a NTBMS DoA containing the terms and conditions of accepting this offer. The NTBMS DoA is a legal agreement between you and the Northern Territory of Australia Government. It is strongly advised that legal advice is sought prior to signing and accepting a place on the NTMP under the NTBMS. This is particularly

important if you do not meet the NT resident requirement and have been made an offer to study on the NTMP under the NTBMS.

Participating in the NTBMS is a legal commitment which may incur you financial liabilities if you are unable to fulfil the requirements of the DOA.

Before your medical place on the NTMP is finalised the Territory will need to have received a signed NTBMS DOA by the date specified in the letter accompanying the NTBMS DOA. If you do not sign and return the NTBMS DOA by the given date you may lose your NTBMS medical place on the NTMP.

1.6 Designated Area

It is a requirement of the NTBMS DoA that after completion of the MD, the Territory will provide employment in a designated area' within the NT. (see definition of a 'designated area' in your agreement).

A designated area refers to any location in the NT (e.g. a NT Health service or Primary Health Organisation) which is designated by the Territory to be an acceptable location for completing Your RoSO.

By agreeing to accept a place in the NTBMS, you are committing to work in a designated area in the NT. This may on graduation be at a location in either acute or primary care location. The designated areas available during a RoSO period will offer acute care and primary health opportunities within the NT and may be a workforce area of need.

Designated areas include but are not limited to the regional health services below:

- Top End Region (Royal Darwin and Palmerston Regional Hospitals)
- Big Rivers Region(Katherine Hospital)
- East Arnhem Region (Gove District Hospital)
- Central Australia Region (Alice Springs Hospital)
- Barkley Region (Tennant Creek Hospital)

The Territory ensures that NTBMS participants are equitably allocated between the regional health services in their PGY1 year whilst being considerate of the trainees career pathway choice and the needs of the NT regional health services. After the postgraduate year 1 (internship) has been completed the generally registered bonded graduate can apply to another designated area within any NT regional health service for a postgraduate year 2 (Resident Medical Officer) positon or stay where they have completed their internship.

2. Participant Obligations

By agreeing to accept an NTBMS place and signing the NTBMS DoA, you are committing to complete the medical course and work full time in a Designated Area for the duration stipulated in your individual NTBMS DoA. Any deferrals or extended leave requests to meet your RoSO period e.g. part time work, extended leave etc. must be agreed to by the Territory in advance of the requested period (see 'Your obligations' and 'Deferral of your Obligations' in the Deed of Agreement).

2.1 NTBMS DoA

If you accept an offer of a NTBMS place you will be required to enter into a legal agreement with the Territory that specifies both the Territory's and your rights and obligations in relation to your bonded medical place.

In brief, the NTBMS DoA requires you to:

- Complete the Course within a timeframe suitable to the University (using the universities course policies and rules).
- Work for a specified timeframe as stipulated in your individual NTBMS DoA in a Designated Area following completion of your Course.

- In general full time work is a minimum of 38 hours per week or as determined by the current *Medical Officers Northern Territory Public Service Enterprise Agreement.*
- You must not work outside the Designated Area between the time you graduate from the Course and the time you complete the RoSO unless the Territory otherwise agrees. (see 'Employment in the Northern Territory' and 'Australian General Practice Training Program' in the Deed of Agreement).
- Commence the Intern year ideally within 2 months, but no more than 12 months, after graduating
 from the Course. In the event that you take longer than 12 months to complete your Intern year and
 achieve general registration as a Medical Practitioner, any additional time needed to complete the
 requirements of your general registration will not count towards your RoSO and will be deemed a
 deferral of the RoSO. (this extra period extending the completion date of your RoSO).
- Meet the requirements of the Medical Board of Australia in relation to registration requirements to enable you to provide clinical/medical services in accordance with the NTBMS DoA.

2.2 Other Responsibilities

You are liable to pay for any costs, expenses, taxes or liabilities relating to your enrolment in the Course at the University and this Agreement, over and above the Course cost.

You must also notify the Territory in writing of the following:

- any deferral, or University approved period of part time study of any part of Your Medical Course;
- Your failure of any part of the Medical Course that requires You to repeat any aspect of the Medical Course;
- Your discontinuance, withdrawal, failure of, suspension or preclusion from the Medical Course;
- any suspension of or imposition of conditions on Your student registration by the Medical Board of Australia;
- The achievement and commencement date of:
- Provisional Registration as a Medical Practitioner;
- General Registration as a Medical Practitioner; or
- a fellowship.
- commencement of any Vocational Training;
- if You wish to withdraw from the NTBMS and repay any amount of the Course Cost as demanded by the Territory; or
- any other changes in Your circumstances that may affect the performance of Your obligations under the Deed.

To enable the contractual arrangements to be managed by all parties, communication of any changes to the student/graduates contact details, must be notified to the Territory in writing within 20 business days of that change.

2.3 Deferring your Obligations

Your obligations can only be deferred where you have applied in writing to the Territory for approval, and that request has been approved in writing. Any approval may be subject to further conditions and the Territory may request information from you to substantiate your deferral application. The onus is on you to apply for a deferral and if not could be considered a breach of your agreement with the Territory.

You may make a written request to defer your obligations under the Deed. Any application for deferral must:

 be made as soon as possible but no later than 60 Business Days before your intended deferral date;

- include all supporting documentation including specific details about the reason for deferral and period of deferral;
- Specify if the application is for the purpose of undertaking Vocational Training where such Vocational Training is unavailable or cannot be completed in the NT, and provide details of the Vocational Training.

Any period of deferral will not count towards fulfilment of your RoSO.

If you wish to extend any period of deferral for medical speciality training you must apply for an extension in writing to the Territory at least 6 months before the deferral period expires.

(See 'Deferral of your Obligations' in the Deed of Agreement)

For more information on how to apply for a deferral and the relevant application form, please contact the PMAS staff for assistance and support in the deferral and withdrawal request processes.

3. Breach of NTBMS Deed of Agreement (DoA)

If you fail to fulfil your obligations in your NTBMS DoA with the Territory, you will be in breach of your NTBMS DoA. (see 'Breach of this Agreement' in the Deed of Agreement)

It would be considered a breach if you:

- Discontinue, withdraw or are suspended from the Medical Course (and consequently the NTBMS) including if you are precluded from the Medical Course by the University for any reason including academic grounds;
- Do not commence or complete the RoSO in accordance with the Agreement;
- Work or apply to work outside of the Designated Area at which you are directed to work without written approval*;
- Have your registration as a Medical Practitioner cancelled or restricted;
- Do not comply with any other obligation under the Agreement.

If you breach your NTBMS DoA, you may be required to repay the Course Cost proportionate to the time of unfulfilled RoSO as debt due and payable by you to the Territory. (see 'Recovery of Course Costs' in the Deed of Agreement)

4. Appeals/Dispute Resolution

You may appeal against the outcome of your application to defer or be released from your obligations under the NTBMS DoA in writing, within 14 days from receipt of written notification of the outcome of your application. (see 'Dispute Resolution' in the Deed of Agreement)

For further information please contact the NT PMAS staff.

5. Frequently Asked Questions (FAQs)

Please visit the NT PMAS website for more information on FAQs.

Return of Service Obligation | NTPMAS (ntmetc.com)

6. NTBMS Contact Details

To make further enquiries regarding the NTBMS please contact the Territory, Prevocational Medical Assurance Services (PMAS) staff:

Email: METC.DoH@nt.gov.au

Phone: 08 8999 2834

Address: Northern Territory Bonded Medical Scheme NT Health Prevocational Medical Assurance Services PO Box 40596 Casuarina, NT 0811

7. References

- www.NTMETC.com
- NTBMS Deed of Agreement
- NTBMS Return of Service Obligation Policy
- NTBMS Deferral and Release Procedure
- NTBMS Appeals Policy