Provision of Private Midwifery Services by Eligible Midwives in NSW Public Hospitals

Summary
This Guideline describes the process for the provision of private midwifery services by eligible midwives in NSW public hospitals. The document provides advice related to the types of Collaborative Arrangements recognised by NSW Health and outlines the requirements and responsibilities of the privately practising midwife and the maternity service in granting the right of access to a NSW public hospital via an Access Arrangement.

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PROVISION OF PRIVATE MIDWIFERY SERVICES BY ELIGIBLE MIDWIVES IN NSW PUBLIC HOSPITALS

PURPOSE

This Guideline describes the process for the provision of private midwifery services by eligible midwives in NSW public hospitals. The document provides advice related to the types of Collaborative Arrangements recognised by NSW Health and outlines the requirements and responsibilities of the privately practising midwife and the maternity service in the granting of right of access to a NSW public hospital via an Access Agreement.

KEY PRINCIPLES

• Under Commonwealth legislation an eligible midwife must have a collaborative arrangement in place with a medical practitioner in order to access the Medicare Benefits Scheme (MBS), Pharmaceutical Benefits Scheme (PBS) and any government subsidised Professional Indemnity Insurance (PII).

• The eligible midwife is required to have a Medicare provider number, which currently is only available to midwives in private practice.

• The collaborative arrangement must include provision for the transfer of patient care to the collaborating medical practitioner/s as clinically relevant, to ensure safe, high quality maternity care.

• The process of providing access to a NSW PHO only applies to midwives in private practice and who are not employees, either casual, permanent, or part time in the NSW Health Service.

• Eligible midwives wishing to be granted the right of access to a NSW PHO must apply to the PHO.

• Prior to entering into an Access Agreement with a PHO, an eligible midwife must have his or her application assessed by a Verification Committee established by the PHO

• If approved by the Chief Executive (or delegate), the applicant will be notified, in writing, regarding the outcome of the application.

• The privately practising eligible midwife will be able to book in and admit women to the PHO as private patients under her/his care, and provide midwifery care whilst an inpatient. Normal admission procedures and processes will apply when the woman books into the PHO.

Terms and conditions under which right of access is granted to NSW public hospitals includes obligations to be fulfilled by the midwife and responsibilities of the NSW PHO in granting right of access.
At the expiration or termination of the Access Agreement, the privately practising eligible midwife's access rights will cease.

If the privately practising eligible midwife wishes to continue to have access rights to the hospital, the midwife is required to make fresh application to the Verification Committee, and if approved, a new Access Agreement needs to be entered into between the parties.

The PHO may withdraw access rights by terminating the Access Agreement if the PPEM in the circumstances set out in the Access Agreement.

Incidents, concerns or complaints will be managed in accordance with NSW Health guideline and any locally applicable policies.

**USE OF THE GUIDELINE**

This Guideline should be used by Chief Executives of NSW PHOs, or their delegates, when considering granting right of access to a NSW public hospital by a privately practising eligible midwife so that local procedures are in place, aligned and consistent with the Guideline.

**REVISION HISTORY**

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<thead>
<tr>
<th>Version</th>
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<th>Amendment notes</th>
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<td>Deputy Secretary, Governance, Workforce and Corporate</td>
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**ATTACHMENTS**

1. Provision of Private Midwifery Services by Eligible Midwives in NSW Public Hospitals: Guideline
1 BACKGROUND

1.1 About this document

The National Maternity Services Plan, endorsed by the Australian Health Ministers’ Council in November 2010 highlights the need for Eligible Midwives to gain access to public maternity services, to enable women to receive continuity of care by their known midwife within a hospital setting.

The development of this document reflects the importance that NSW Health places on the concept of continuity of carer in the provision of maternity services. This priority is highlighted in PD2010_045 Towards Normal Birth (Step 3).

In this arrangement, the Privately Practising Eligible Midwife (PPEM) will be able to book in and admit women to the public maternity service as private patients under her / his care, and provide midwifery care whilst an inpatient. If the woman requires care which is outside of the scope of practice for the midwife, the midwife will consult with and / or refer to an appropriate obstetric medical practitioner with whom the midwife has a collaborative arrangement.

The PPEM is required to have a Medicare provider number, which currently is only available to midwives in private practice. Hence, the process of providing access to a NSW PHO only applies to midwives in private practice and who are not employees, either casual, permanent, or part time in the NSW Health Service.

A PPEM with scheduled medicines endorsement provided with access to a NSW PHO is recognised as an authorised prescriber for the purpose of PD2013_043 Medication Handling in NSW Public Health Facilities. The PPEM is able to prescribe/supply Schedule 2, 3, 4 and 8 medicines within the term of their endorsement under section 17A (2) (a) of the NSW Poisons and Therapeutic Goods Act 1966.

1.2 Key definitions

Access Agreement: For the purposes of this document, this describes the terms and conditions under which the NSW PHO agrees to grant the PPEM a right of access to the public hospital(s) operated by the PHO.

Agreed Plans: For the purposes of this document, means the documented clinical arrangements the PPEM has in place under the Access Agreement, the details of which include back-up for the PPEM, provision of inpatient care, arrangements for anaesthetic (epidural) services and arrangements for neonatal/paediatric services.

Collaborating Medical Practitioner: Means the medical practitioner with whom a PPEM has a collaborative arrangement.

Collaborative Arrangements: A collaborative arrangement for a PPEM is defined in the Health Insurance (Midwife and Nurse Practitioner) Determination 2011 (Cth) and the National Health (Collaborative arrangements for midwives) Determination 2010 (Cth), and which are recognised as collaborative arrangements by NSW Health in accordance with section 3 of this Guideline for the purpose of the provision of private midwifery services in NSW public maternity services.
Eligible Midwife: Means a midwife who has a notation on his or her registration as an eligible midwife pursuant to the Nursing and Midwifery Board of Australia’s eligible midwife registration standard developed under section 38(2) Health Practitioner Regulation National Law and who is not an employee, either casual, permanent or part time in the NSW Health Service. An eligible midwife may also administer, obtain, possess, prescribe, sell, supply or use a scheduled medicine or class of scheduled medicines in accordance with relevant State and Territory legislation once an endorsement for scheduled medicines under section 94 of the Health Practitioner National Law has been attained.

Lead Carer: The lead carer is the maternity care professional (PPEM or collaborating medical practitioner) with primary responsibility for care. This role may transfer between the midwife and collaborating medical practitioner during the period of care, as the need arises.

Level 2 claim threshold: Has the same meaning as in the Midwife Professional Indemnity (Commonwealth Contribution) Scheme Act 2010 (Cth).

Obstetrician: Means a registered medical practitioner who is a specialist in the specialty of obstetrics and gynaecology, and who is appointed as a visiting practitioner or employed as a staff specialist with clinical privileges at the relevant hospital/s listed in the Access Agreement.

Public Health Organisation (PHO): Means a local health district, specialty network, or affiliated health organisation in respect of its recognised establishments or service.

Privately Practising Eligible Midwife (PPEM): Means an eligible midwife who is authorised to access a NSW PHO maternity service to provide private midwifery services under an Access Agreement and pursuant to this guideline.

Scope of Practice: Means the specific scope of clinical practice of the eligible midwife determined by a Verification Committee and placed on what the PPEM may and may not do within a NSW PHO maternity service when operating under an Access Agreement. The PHO retains the right to vary the approved scope of practice of the PPEM during the term of the Access Agreement.

Verification Committee: The committee established by a PHO in accordance with this guideline to assess applications by Eligible Midwives for access rights to NSW public hospitals, to make recommendations to approve or not approve applications, and to determine the scope of practice of PPEMs under their Access Agreement with the PHO.
2 IMPLEMENTATION

2.1 Related policies and documents

The following related policies and documents need to be considered when implementing this Guideline:

- Admitted Patient Election Processes for NSW Public Hospitals – Revised (PD2005_221)
- Breastfeeding in NSW: Promotion, Protection and Support (PD2011_042)
- Code of Conduct (PD2012_018)
- Complaint or Concern about a Clinician – Principles for Action (PD2006_007)
- Complaint Management Guidelines (GL2006_023)
- Complaint or Concern about a Clinician – Management Guidelines (PD2006_002)
- Employment screening (PD2008_029)
- Fatigue-Preventing and Managing work related fatigue-Guidance for the NSW Public Health System (GL2007_023)
- Fetal Welfare, Obstetric Emergency, Neonatal Resuscitation Training (IB2008_002)
- Hand Hygiene (PD2010_058)
- Health Care Records – Documentation and Management (PD2012_069)
- HIV/ Hepatitis B or Hepatitis C – Health Care Workers Infected (PD2005_162)
- Incident Management Policy (PD2014_004)
- Maternity – Clinical Risk Management Program (PD2009_003)
- Maternity – Prevention, Early Recognition and Management of Postpartum Haemorrhage (PD2010_064)
- Maternity clinical care and resuscitation of the Newborn infant (PD2008_027)
- Maternity decreased fetal movements in the third trimester (GL2011_012)
- Maternity fetal heart rate monitoring (GL2015_004)
- Maternity indications for placental histological examination (GL2014_006)
- Maternity influenza guidelines for maternity services (GL2009_015)
- Maternity Management of early pregnancy complications (PD2012_022)
- Maternity Management of hypertensive disorders (PD2011_064)
- Maternity National Midwifery Guidelines for consultation and referral (PD2010_022)
- Maternity Oxytocin for the induction of labour at or beyond term (PD2011_075)
- Maternity Rh (D) Immunoglobulin (Anti D) (GL2014_017)
- Maternity Safer Sleeping Practices for babies in NSW Public Health Organisations (PD2012_062)
- Maternity Supporting Women in their next birth after Caesarean Section (GL2014_004)
- Maternity timing of elective or pre-labour caesarean section (PD2007_024)
- Maternity Tocolytic agents for threatened preterm labour before 34 weeks gestation (PD2011_025)
- Maternity Towards Normal Birth in NSW (PD2010_045)
3 COLLABORATIVE ARRANGEMENT

Under Commonwealth legislation an eligible midwife must have a collaborative arrangement in place with a medical practitioner in order to access the Medicare Benefits Scheme (MBS), Pharmaceutical Benefits Scheme (PBS) and any government subsidised Professional Indemnity Insurance (PII). A number of different forms of Collaborative Arrangement are permissible under Commonwealth legislation.

It is important to emphasise that only particular kinds of collaborative arrangement are recognised by NSW Health for the purpose of permitting eligible midwives to provide private midwifery services in NSW public maternity services.

In order to practice privately in a NSW public hospital, a midwife must have a documented agreement or arrangement with a medical practitioner who:

(1) Holds an appointment as a visiting practitioner or is employed as a staff specialist at the public hospital
(2) Has clinical privileges in obstetrics, including antenatal, intrapartum and postnatal care, and

(3) Is not subject to any conditions that prevent the medical practitioner from providing the full range of services required under the collaborative arrangement.

A public hospital maternity service may wish to actively lead and facilitate the development of a collaborative arrangement that may involve one or more staff specialists and/or visiting practitioners appointed to the service, with the resulting collaborative arrangement effectively becoming an agreed protocol for a PPEM seeking access to the service. It is however important to emphasise that whilst an arrangement of this type may be actively facilitated by the maternity service, it is ultimately an arrangement that must be agreed to, and implemented by, the individual clinicians in the course of the exercise of their rights of private practice.

The collaborative arrangement must include provision for the transfer of patient care to the collaborating medical practitioner/s as clinically relevant, to ensure safe, high quality maternity care. A copy of the collaborative arrangement must be included with the application for access rights, and will be attached to the Access Agreement.

If the collaborative arrangement is changed or amended, a copy of the new collaborative arrangement must be provided to the PHO for consideration and approval by the Verification Committee.

4 APPLICATION PROCESS

4.1 Application

Eligible midwives wishing to be granted the right of access to a PHO must apply to the PHO, utilising the designated application form (example at Appendix A).

4.1.1 The applicant must also provide as part of his or her application:

4.1.1.1 Curriculum Vitae, detailing education, employment history, midwifery experience and membership of professional bodies

4.1.1.2 A copy of the proposed collaborative arrangement

4.1.1.3 Evidence that the PPEM has a current contract of professional indemnity insurance pursuant to the Midwife Professional Indemnity (Commonwealth Contribution) Scheme Act 2010

4.1.1.4 Documented evidence of competency in IV cannulation or a plan to gain competency within 6 months (which must be agreed by the Verification Committee). Documentation could include certificate of training and/or statement of experience

4.1.1.5 Documented evidence of competency in Perineal Repair (if privileged to provide intrapartum care) or a plan to gain competency within 6 months (which must be agreed by the Verification Committee). Documentation could include certificate of training and/or statement of experience

4.1.1.6 Provide names and addresses of two relevant clinicians to be referees. The referee must be able to confirm the midwife’s professionalism, clinical competence, communication skills and willingness to work collaboratively

4.1.1.7 Proof of Identification (using 100-point check criteria)
4.1.1.8 A NSW Health Criminal History Declaration and evidence of a National Criminal Record Check

4.1.1.9 A Working with Children Check clearance from the Office of the Children’s Guardian

4.1.1.10 Evidence of immunisation to meet NSW Health requirements (PD2007_006) and compliance with staff serology testing requirements (PD2005_162).

5 VERIFICATION

THE MIDWIFERY VERIFICATION COMMITTEE
(“The Verification Committee”)

Prior to entering into an Access Agreement with a PHO, an eligible midwife must have his or her application assessed by a Verification Committee established by the PHO.

5.1 The Verification Committee is to:

a) Confirm the applicant has current registration as a midwife under the Health Practitioner Regulation National Law

b) Confirm the applicant has notation on his or her registration as an eligible midwife under section 38(2) of the Health Practitioner Regulation National Law

c) Confirm the applicant has endorsement to administer, obtain, possess, prescribe, sell, supply or use a scheduled medicine or class of scheduled medicines as an eligible midwife under section 94 of the Health Practitioner Regulation National Law

d) Consider all other documents submitted by the applicant, including curriculum vitae, qualifications and training, clinical experience, referee reports

e) Confirm the applicant has a Medicare provider number and a Pharmaceutical Benefits Scheme (PBS) prescriber number

f) Confirm the applicant has a collaborative arrangement in place that complies with the requirements of this guideline

g) Confirm the applicant and the PHO have or will document, as part of the proposed Access Agreement, satisfactory agreed plans with the PHO that address: back up arrangements for the eligible midwife, provision of inpatient care, arrangements for anaesthetic (epidural) services, and arrangements for neonatal / paediatric services

h) Determine any further educational or training requirements required of the eligible midwife (e.g. upskilling in perineal repair, IV cannulation, FONT, etc.), and the timeframes within which any such education or training requirements are to be completed
i) Confirm the applicant holds professional indemnity insurance that complies with the requirements of the Access Agreement, and

j) Determine the approved scope of practice of the eligible midwife having regard to relevant considerations such as the delineated role of the facility, the level of service provision, staffing, facilities, equipment and support services available.

5.2 For the purpose of the above the Verification Committee must ensure that it sights original documentation from the relevant registration authority [educational institution].

5.3 The Verification Committee may be established at facility level or PHO level, recognising that some small sites may not have the capacity to provide this at the local level. If a PHO Verification Committee is established, the PHO Director of Nursing and Midwifery should convene the Committee and invite appropriate membership as below; recognising that local engagement in the verification process is an important feature.

5.4 The Verification Committee should include (but is not limited to):

  a) Director of Nursing and Midwifery (DONM) - Convenor
  b) Midwifery Unit Manager – Birthing Unit (or appropriate senior midwifery expert as designated by DONM)
  c) Medical Practitioner with relevant expertise in obstetrics (e.g. Director of Obstetrics, medical practitioner providing obstetric services) who is not in a collaborative arrangement with the eligible midwife.

5.5 The Verification Committee will meet with the PPEM to allow the PPEM to address any questions from the Committee members and to initiate and develop the relationship between the PPEM and the service.

5.6 It is generally expected that Verification Committees will assess applications in a timely fashion, and where possible within four weeks of receipt of the application (although this may be impacted by the timing of the Committee’s interview with the applicant and any relevant referee and employment checks as per NSW Health policy).

5.7 The Verification Committee must make a recommendation to approve or decline the application. If the Verification Committee recommends approval, it may impose conditions which must be included in the Access Agreement.

5.8 The PHO Chief Executive (or person authorised to act on his or her behalf such as the Director of Nursing and Midwifery and the Director of Medical Services) has authority to approve the execution of an Access Agreement with the eligible midwife. An Access Agreement will be for a term not exceeding three years.
5.9 The Verification Committee is responsible for reviewing the right of access of the PPEM at 1 year, then triennially. Reviews may also be required between these times.

5.10 Notifications

If approved by the Chief Executive (or delegate), the applicant will be notified, in writing, regarding the outcome of the application.

If the applicant is successful:

i. A letter will be provided which will include the commencement date and review date of the right of access, any additional details or conditions of the access (such as further education requirements) and a request to submit a formulary for approval and signing by the Chief Executive (or delegate) and

ii. An Access Agreement will be provided to the successful applicant with a request for the Access Agreement to be signed, witnessed and returned to the PHO prior to the proposed commencement date.

The Convenor of the Verification Committee must also notify appropriate departments within the health service (including but not limited to Admissions, Human Resources, Maternity services, Obstetrics and Gynaecology, Neonatology / Paediatrics, etc.)

5.11 Record-keeping

All documentation regarding the application and the deliberations of the Verification Committee should be retained by the health service for the required statutory period.

6 TERMS AND CONDITION UNDER WHICH RIGHT OF ACCESS TO NSW PUBLIC HOSPITALS IS GRANTED

6.1 Obligations of the Midwife

All Access Agreements entered into by PHOs must be in the form of the standard Access Agreement attached to this guideline. PHOs can only depart from the standard terms and conditions with the written approval of the Ministry of Health.

Below is a summary of the key obligations of PPEMs under the standard form of Access Agreement.

If access to a NSW PHO is granted to a PPEM under an Access Agreement, the PPEM must, for the duration of the term of the Access Agreement:

6.1.1 Professional

6.1.1.1 Maintain current registration as a midwife under the Health Practitioner Regulation National Law, and provide the NSW PHO with documentary evidence of current midwifery registration on each anniversary of the commencement of the Access Agreement

6.1.1.2 Maintain notation on his or her registration as an eligible midwife under section 38(2) of the Health Practitioner Regulation National Law, with documentary
evidence of current notation on each anniversary of the commencement of the Access Agreement.

6.1.1.3 Immediately advise the PHO of:

6.1.1.3.1 Any change in registration status of the PPEM including any conditions imposed on such registration, notation or endorsement

6.1.1.3.2 Any complaint made against the PPEM with, or being investigated by, the NSW Nursing and Midwifery Council or the Health Care Complaints Commission

6.1.1.3.3 The placing of the midwife’s name on the NSW Health Service Check Register PD2013_036.

6.1.1.4 Maintain a Medicare provider number and a PBS prescriber number.

6.1.1.5 Annually undertake a practice and access review with DoNM or delegate.

6.1.1.6 Abide by the NSW Health Code of Conduct.

6.1.1.7 Provide a certificate of currency on each anniversary of the commencement of the Access Agreement, and at any time upon request of the PHO proving that the PPEM holds a current contract of professional indemnity insurance pursuant to the Midwife Professional Indemnity (Commonwealth Contribution) Scheme Act 2010.

6.1.1.8 Following the expiration or termination of the Access Agreement the PPEM must either maintain the contract of insurance required or maintain midwife professional indemnity run-off over for a period of 21 years from the date of expiration or termination of the Access Agreement.

6.1.1.9 Have and maintain workers’ compensation insurance in relation to their private practice and the provision of midwifery services to private patients, as required by law.

6.1.2 Practice of Midwifery

6.1.2.1 Have a current collaborative arrangement in place with a medical practitioner/s who holds an appointment as a visiting practitioner or is employed as a staff specialist at the public hospital and whose clinical privileges include antenatal, intrapartum and postnatal care. In the event the collaborative arrangement is varied or if the midwife enters into a new collaborative arrangement, immediately provide the PHO with a copy of the varied or new collaborative arrangement;

6.1.2.2 Provide midwifery services to private patients in accordance with:

6.1.2.2.1 The approved scope of practice

6.1.2.2.2 The collaborative arrangement/s in place

6.1.2.2.3 Any requirements under legislation of an eligible midwife

6.1.2.2.4 The agreed plans as set out in the Access Agreement
6.1.2.2.5 Any conditions or other requirements imposed on the midwife’s health practitioner registration

6.1.2.2.6 The ACM National Midwifery Guidelines for Consultation and Referral, as updated from time to time

6.1.2.2.7 Relevant policies, guidelines and protocols of the maternity service, health care facility, PHO and NSW Health.

6.1.2.3 Understand the role delineation of the maternity service for which the PPEM has been granted access rights, and provide care which is appropriate for the role delineation of the maternity service

6.1.2.4 Ensure that, where the PPEM requires assistance from another eligible midwife, that that midwife has also entered into an Access Agreement with the PHO

6.1.2.5 Provide the PHO with a complete copy of the antenatal care health records of patients to whom the PPEM provides services under the Access Agreement in a form determined by the PHO as being acceptable

6.1.2.6 Maintain accurate and contemporaneous records of care and treatment provided by the PPEM to private patients of the midwife at the hospital using the PHO’s health record system (paper and electronic) and in accordance with Health Care Records – Documentation and Management PD2012_069,

6.1.2.7 The woman’s health record must identify the medical practitioner with whom the PPEM has a collaborative arrangement, including acknowledgement by that medical practitioner of the arrangement. A referral letter from the obstetrician or GP obstetrician to the PPEM for the woman’s care will meet this requirement,

6.1.2.8 Liaise with the MUM / team leader in the birthing unit regarding the woman’s progress as appropriate,

6.1.2.9 Follow an agreed plan with the PHO regarding the provision of back-up support for the PPEM by another eligible midwife who also has rights of private practice at the same facility pursuant to an Access Agreement with the PHO,

6.1.2.10 Follow an agreed plan with the PHO regarding access to anaesthetic and neonatal/paediatric services

6.1.2.11 Follow an agreed plan regarding inpatient care

6.1.2.12 Continue to provide midwifery care for the woman, in collaboration with the collaborating medical practitioner, in the event the Lead Carer role is transferred to the collaborating medical practitioner. The Lead Carer role may be transferred back to the PPEM, provided there is agreement between the collaborating medical practitioner, the PPEM and the woman

6.1.2.13 Cooperate with any investigation that may occur as a result of an adverse event.
6.1.3 Professional development

6.1.3.1 Participate in hospital orientation or induction programme as stipulated by the PHO

6.1.3.2 Completion of mandatory hospital, midwifery education (including but not limited to FONT, K2, Breastfeeding, Safe Start, Child Protection) or any further training or education requirements as set out in the Access Agreement within the stipulated timeframe

6.1.3.3 Participate in multidisciplinary case review at least 3 times per year, either at facility level or PHO level, which may include mortality and morbidity review meetings, incident reviews and other quality and safety meetings.

7 RESPONSIBILITIES OF THE NSW PHO GRANTING RIGHT OF ACCESS TO A NSW HEALTH SERVICE

7.1 PHOs wishing to facilitate PPEMs providing private midwifery services at NSW public hospitals will need to implement a number of measures, including:

(a) Implementing admission processes to facilitate PPEMs admitting women as private patients

(b) Enabling access for PPEMs to online databases, programmes, etc as required to provide midwifery care including swipe cards for building access if required

(c) Ensuring all relevant policies, guidelines and protocols are available to the PPEM

(d) Enabling access to the woman’s health care record at the health service whilst an inpatient or outpatient in the maternity service, and

(e) Ensuring adequate support for the PPEM in accordance with the Agreed Plans between the PHO and the PPEM.

7.2 The PHO will need to undertake an orientation and induction for the PPEM, and also ensure there are clear documented local processes in place that are well understood by the PPEM, collaborating medical practitioner and all staff of the maternity service for clinical escalation of PPEM patients.

7.3 The PHO should also undertake an annual practice and access review for the purpose of ensuring the PPEM is providing services in accordance with the Access Agreement and this policy. The PHO may also undertake a practice and access review at any time if any issue arises in relation to the PPEM’s compliance with the Access Agreement or the conditions of their appointment.

7.4 The PHO will, as part of established governance processes within the maternity service, undertake periodic reviews of the inclusion of the provision of private midwifery services by eligible midwives as an additional model of care within the maternity service.
8 EXPIRATION OR TERMINATION OF THE ACCESS AGREEMENT

At the expiration or termination of the Access Agreement, the PPEM’s access rights will cease. At the conclusion of the term of the Access Agreement, if the PPEM wishes to continue to have access rights to the hospital, the PPEM is required to make fresh application to the Verification Committee, and if approved, a new Access Agreement needs to be entered into between the parties.

The PPEM must provide:

8.1 Evidence of current midwifery registration with the Nursing and Midwifery Board of Australia
8.2 Evidence of current notation as an “eligible midwife” by the Nurses and Midwives Board of Australia
8.3 Evidence of current endorsement to prescribe by the Nurses and Midwives Board of Australia
8.4 Evidence of professional indemnity insurance commensurate with the approved scope of practice
8.5 Provide any claims or events history relevant to the previous Access Agreement
8.6 Evidence of workers’ compensation insurance in relation to their private practice and the provision of midwifery services to private patients as required by law.
8.7 Evidence of having met any educational and professional development requirements outlined in the letter of appointment and in this Policy (for example, upskilling in IV cannulation, FONT, attendance at multidisciplinary case review meetings, etc.)
8.8 Details of the collaborative arrangement with an obstetrician / GP obstetrician (if available) or a request to the Committee for consideration of a collaborative arrangement to be incorporated in the granting access rights.

The applicant will generally be notified by the Verification Committee Convenor, in writing, regarding the outcome of their application for the granting of access rights within four weeks of receipt of the application. If the applicant is successful, a letter of re-appointment will be provided to the PPEM and will include the new review date and any additional details of the appointment (such as further education requirements).

9 WITHDRAWAL OF RIGHT OF ACCESS

9.1 The Access Agreement provides a number of grounds on which access may be withdrawn by the PHO. The PHO may withdraw access rights by terminating the Access Agreement if the PPEM in the circumstances set out in the Access Agreement. This will include where the PPEM:

(a) Fails to comply with his or her obligations under the Access Agreement
(b) Commits a material breach of the Agreement that cannot be remedied by the PPEM, or commits a material breach that is capable of remedy but
where the PPEM fails to do so within seven days or receiving notice in writing from the PHO requiring it to remedy that breach

(c) Fails to comply with any lawful direction by the PHO
(d) Is convicted of an offence punishable by imprisonment, or
(e) Is declared bankrupt or has bankruptcy proceedings commenced against him or her.

9.2 The PHO may also suspend the PPEM’s rights under the Access Agreement including where, for example, the PPEM fails to comply with the requirements of the Access Agreement, fails to comply with the collaborative arrangement, or provides services that in the PHO’s opinion involve an unacceptable risk to the health or life of any person.

Either the PHO or the PPEM may terminate the access arrangements for any or no reason with 30 days’ written notice to the other party.

10 UNSUCCESSFUL APPLICATIONS FOR ACCESS RIGHTS

In circumstances where a Verification Committee does not recommend that access rights be given to an applicant eligible midwife, the PHO may wish to consider putting in place a process for the unsuccessful applicant to seek internal review of that decision if requested. In that event the decision following the internal review process will be final.

11 COMPLAINTS MANAGEMENT

Incidents, concerns or complaints will be managed in accordance with NSW Health policy and any locally applicable policies. The PPEM and the PHO is expected to engage in this process, using reasonable endeavours to resolve the dispute or difference and to agree on a mechanism for resolving it if they are unable to do so themselves, aiming for a satisfactory resolution for the woman, the PPEM and the Service.

Where a person makes a complaint about a PPEM whilst practising in a public maternity service, it will be managed as per PD2006_073 Complaint Management Policy.

Where a dispute arises between a PPEM and the maternity service or another clinician, it will be managed according to PD2010_007 Grievance – Effective Workplace Resolution.

Where a concern arises regarding the PPEM’s practice, it will be managed in line with the PD2006_007 Complaint or Concern about a Clinician.

However, NSW Health policies, guidelines or procedures regarding complaints management do not affect the terms of an Access Agreement. In particular, for the avoidance of doubt, NSW Health policies, guidelines or procedures do not affect the rights of a PHO to suspend or terminate an Access Agreement in accordance with its terms.
12 OTHER INFORMATION

12.1 Financial arrangements

Normal admission procedures and processes will apply when the woman books into the PHO. For the purposes of this document only private patient status will apply at booking.

Since the woman is admitted as a private patient, the bed day costs are her responsibility. Arrangements for payment of these costs must be identified and agreed when the woman books in, or is admitted to the hospital for her maternity care, as part of the hospital’s usual booking and/or admission procedure. If the woman holds private health insurance, these costs may be met fully or in part by her health fund.

Fees for the PPEM’s service arrangements are made between the woman and the PPEM. The PPEM may charge the woman a fee for service, utilising a range of Medicare item numbers. The PPEM is not paid by the Health Service or the PHO.

As part of gaining informed financial consent, it will also be necessary for the woman to be informed of, and agree to, the fees that may be charged by both midwife and the collaborating medical practitioner if it becomes necessary to transfer patient care to that person.

NSW Health policy is for a facility fee to be payable by eligible midwives exercising rights of private practice in NSW public hospitals for the use of hospital facilities and/or staff (including clerical services provided by hospital staff). The standard access arrangements are for a facility fee of 5% of revenue received by midwives in providing the services to apply. A provision to this effect is included in the Access Agreement.

13 LIST OF ATTACHMENTS AND APPENDIXES

Implementation checklist (Attachment 1)
Application form (Appendix A)
Access Agreement (Appendix B)
Registration Standard for Eligible Midwives (NMBA 2013) (Appendix C)
## Attachment 1: Implementation checklist

<table>
<thead>
<tr>
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### APPLICATION FOR THE RIGHT OF ACCESS TO A PHO AS A PPEM
(including Application for Re-appointment)

**Name of Hospital and Local Health District:**

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- No

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<td>Registration and Eligibility check (NMBA)</td>
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<td>Referees (use standard referee form)</td>
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<td>Service Check Register</td>
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<td>National Criminal Record Check</td>
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Approval recommended by Midwifery Verification Committee

Signed: Date: Name: Title:
ACCESS AGREEMENT

for the provision of private midwifery services by eligible midwives in NSW public hospitals

[INSERT NAME OF PUBLIC HEALTH ORGANISATION] (PHO)

AND

THE ELIGIBLE MIDWIFE DESCRIBED IN ITEM 2 (Licensee)
THIS ACCESS AGREEMENT is made on the date shown in Item 1 between:

[Insert name of public health organisation], ABN [insert], a body corporate pursuant to the Health Services Act 1997, of [insert address] (the “PHO”), and

[Insert name of the eligible midwife set out in Item 2], of the address shown in Item 3 (the “Licensee”)

INTRODUCTION

A. The PHO operates the public hospitals listed in Item 5 under the Health Services Act 1997.

B. The Licensee is an eligible midwife under section 38(2) of the Health Practitioner Regulation National Law ("eligible midwife") who wishes to obtain access to designated areas of the public hospitals (“Access Area”) for the purpose of providing private midwifery services to private patients within the approved scope of practice shown in Item 9 ("Services") of Schedule 1.

C. The parties agree that in consideration for payment of the Facility Fee, the PHO agrees to grant the Licensee a right of access to the public hospitals listed in Item 5 of Schedule 1 for the purpose of providing the Services.

D. The Licensee, in providing the Services, will operate as the Licensee’s own business in accordance with the terms of this Access Agreement.

IT IS AGREED

1. Right of Access
   The PHO grants the Licensee a licence to have non-exclusive access to, and use of, the Access Area from the date shown in Item 7 of Schedule 1 (“Commencement Date”) on the terms and conditions set out in this Access Agreement, for the period of time (“Term”) shown in Item 8 of Schedule 1, unless terminated earlier in accordance with this Access Agreement.

2. Restrictions on Access
   The Licensee may use the Access Area only for the provision of the Services (the “Permitted Use”).

3. PHO to Provide Certain Services
   The PHO must provide to the Licensee the services shown in Item 13 of Schedule 1 (the “Usual Services”).

4. PHO may Provide Additional Services
   The PHO must also provide to the Licensee, in addition to the Usual Services, those additional services, if any, that are marked with a cross in Item 14 of Schedule 1 (“Optional Additional Services”).

5. Suitability of Licensed Area
   The Licensee, relying on the Licensee’s own inspections and enquiries, is satisfied as to the suitability, commerciality, and condition of the Access Area and the equipment supplied with the Access Area (if any).
6. **No Tenancy**

(a) The Licensee’s rights under this Access Agreement are personal to the Licensee.

(b) Nothing in this Access Agreement confers on the Licensee any rights as a tenant of the PHO, or creates the relationship of landlord and tenant between the parties.

(c) The Licensee acknowledges that the PHO, persons authorised by the PHO and other licensees may also have access to and use the Access Area.

7. **Prohibitions on Licensee**

The Licensee must not:

(a) sublicense or part with possession of any part of the Access Area (including any equipment supplied in the Access Area), or assign any rights under this Access Agreement;

(b) employ or subcontract any person for the purpose of providing the Services under this Access Agreement (this does not limit the right of the Licensee to enter into a collaborative arrangement or to enter into an arrangement with another eligible midwife who has entered into an Access Agreement with the PHO on similar terms to this Access Agreement, and to whom care of a patient may be handed over in accordance with protocols agreed to by the PHO);

(c) make any change or structural alteration or addition to the Access Area;

(d) contravene any legislative requirement, notice or order affecting the Access Area;

(e) cause any contamination, pollution or environmental damage to the Access Area; or

(f) contravene any rules, regulations, policies, procedures, or codes of conduct of or binding on the PHO, affecting the Access Area or its use that has been notified to the Licensee or are displayed at the Access Area.

8. **Licensee's Obligations**

The Licensee must comply with the following obligations at all times during the Term:

**Facility Fee**

(aa) the Licensee must pay the Facility Fee in accordance with, and as specified in, item 15 of schedule 1;

**Professional**

(a) maintain current registration as a midwife under the *Health Practitioner Regulation National Law*, and provide the PHO with documentary evidence of current registration on each anniversary of the commencement of this Access Agreement;

(b) maintain notation on his or her registration as an eligible midwife under section 38(2) of the *Health Practitioner Regulation National Law* with documentary evidence of current notation on each anniversary of the commencement of this Access Agreement;

(c) maintain endorsement to administer, obtain, possess, prescribe, sell, supply or use a scheduled medicine or class of scheduled medicines as an eligible midwife under section 94 of the *Health Practitioner Regulation National Law* with documentary evidence of current endorsement on each anniversary of the commencement of this Access Agreement;
(d) immediately advise the PHO of:
   i) any change in the registration status of the Licensee including any conditions imposed on the Licensee’s registration, notation or endorsement in (a)-(c) above;
   ii) any complaint made against the Licensee with, or being investigated by, the NSW Nursing or Midwifery Council or the Health Care Complaints Commission;
   iii) the placing of the Licensee's name on the NSW Health Service Check Register PD2013_036;

(e) maintain a Medicare provider number and a Pharmaceutical Benefits Scheme (PBS) prescriber number;

(f) undertake any further educational or training requirements as set in Item 12 of Schedule 1 and within any timeframes specified in that item;

(g) participate in multidisciplinary case review at least 3 times per year, either at facility or PHO level, which may include mortality and morbidity review meetings, incident reviews and other quality and safety meetings;

**Practice of midwifery**

(h) have a current collaborative arrangement in place with a medical practitioner who holds an appointment as a visiting practitioner or is employed as a staff specialist at the public hospital and whose clinical privileges include antenatal, intrapartum and postnatal care, a copy of which is annexed to this Access Agreement and marked “Annexure A”;

(i) submit and have approved by the PHO an agreed plan of care which includes:
   i) provision of back up support to the Licensee by another eligible midwife with rights of access to the Access Area so as to ensure the Licensee complies with the NSW Health Guidelines on Preventing and Managing Work Related Fatigue,
   ii) provision of inpatient care,
   iii) arrangements for anaesthetic (epidural) services,
   iv) arrangements for neonatal/paediatric services,
   v) arrangements in the event of a clinical emergency.

(j) provide the Services under this Access Agreement strictly in accordance with:
   i) the approved scope of practice (as set out in Item 9 of Schedule 1),
   ii) the collaborative arrangement/s in place (as set out in Annexure A),
   iii) any requirements under legislation of an eligible midwife,
   iv) the agreed plans (as set out in Item 10 of Schedule 1),
   v) any conditions or other requirements imposed on the Licensee’s health practitioner registration,
   vi) the Australian College of Midwives National Midwifery Guidelines for Consultation and Referral, as updated from time to time;
   vii) without limiting clause 8(o) of this Access Agreement, any other policy, protocol or policy notified in writing to the Licensee by the PHO;
   viii) the standards of best practice at all times (as reasonably determined, in the event of dispute, by the PHO);

(k) ensure that, where the Licensee requires assistance from another eligible midwife, that midwife has also entered into an Access Agreement with the PHO;
(l) provide the PHO will a complete copy of the antenatal care health records of patients to whom the Licensee provides services under this Access Agreement in a form determined by or otherwise acceptable to the PHO;

(m) maintain accurate and contemporaneous records of care and treatment provided by the Licensee to patients of the Licensee at the hospital using the PHO’s health record system (paper and electronic) and in accordance with Health Care Records – Documentation and Management PD2012_069;

(n) liaise with the MUM/team leader in the birthing unit regarding the woman’s progress as appropriate;

Compliance with policies and directions

(o) comply with all NSW Health or PHO policies or other requirements, including those listed in Item 11 of Schedule 1,

(p) ensure full participation in and co-operation with the PHO in respect of:

(i) any team or departmental meetings as reasonably required by the PHO and where the Licensee is able to attend, provided that it does not conflict with any of the Licensee’s obligations to provide private midwifery services to his or her private patients;

(ii) any incident investigations including but not limited to root cause analysis investigations;

(iii) any quality assurance, quality improvement or peer review procedures of the PHO;

(q) immediately notify the PHO of any incident or of any complaint, possible or potential claim, investigation, proceeding or action against the Licensee arising from the Services provided by the Licensee under this Access Deed;

Access Area obligations

(r) comply with the PHO’s directions regarding access to the Access Area (including PHO policies, procedures and signage regarding access to areas within the relevant hospital or health care facility);

(s) use the Access Area and any fixtures, fittings and installations in the Access Area in a safe and proper manner;

(t) use any equipment in the Access Area with due care and skill;

(u) keep the Access Area tidy and free from rubbish;

(v) ensure that neither the Licensee nor persons in the Access Area with the Licensee’s authority or permission does anything that annoys, offends, obstructs or interferes with the use of the Access Area or the public hospital by the PHO or others;

(w) advise the PHO of any property or equipment owned and used by the Licensee in the Access Area that is not supplied by the PHO, and ensure that it is insured for its full insurable value on a replacement and reinstatement basis;

(x) not do anything to prejudice its or the PHO’s insurances, or increase the risk of fire;

Other

(y) ensure that the Licensee complies with the requirements from time to time of the PHO in relation to the reporting of criminal and serious sex, violence and other offences including pursuant to the Commission for Children and Young People Act 1998;

(z) ensure that the Licensee complies with all applicable legislation, and any regulations, by laws, ordinances, or orders made under such legislation;
(aa) wear attire deemed appropriate by the PHO and appropriate identification when providing the Services in the Access Area;

(bb) inform (including in writing) all patients to whom the Licensee provides the Services that the Services are being provided to the patient by the Licensee privately and not by or on behalf of NSW Health or the PHO;

(cc) undertake all billing and other arrangements associated with the Services and the business and administration of the Licensee’s practice; and

(dd) only bill the Licensee's private patient for the Services performed under this Access Deed in accordance with all applicable legislation, including the *Health Insurance Act 1973* (Cth) and the *National Health Act 1953* (Cth) including all regulations and determinations made under that legislation.

9. **Licensee's warranties**

The Licensee warrants that the Licensee will:

(a) maintain during the Term the status of a participating midwife for the purposes of the *Health Insurance Act 1973*;

(b) maintain during the Term the status of an authorised midwife for the purposes of the *Health Insurance Act 1973*;

(c) maintain a collaborative arrangement in place, and in the event the collaborative arrangement is varied or if the Licensee enters in a new collaborative arrangement, immediately provide the PHO with a copy of the varied or new collaborative arrangement;

(d) ensure compliance with the requirements of all applicable legislation, including the *Health Insurance Act 1973* (Cth), the *National Health Act 1953* (Cth) including all regulations and determinations made under that legislation;

(e) ensure compliance with all applicable privacy legislation, including the *Privacy Act 1988* (Cth) and the *Health Records and Information Privacy Act 2002* (NSW).

10. **Practice and Access Review**

(a) The approved scope of practice of the Licensee may be varied by the PHO at any time at the PHO’s discretion and communicated to the Licensee in writing.

(b) The PHO may at any time and for any reason undertake a review or audit of the Licensee’s provision of the Services under this Access Deed, or the Licensee’s compliance with obligations under this Access Deed.

(c) The Licensee agrees to fully co-operate with any such review including providing any documentation or information requested as part of the review.

(d) The parties agree that, without limiting (a), the PHO shall review the Licensee’s provision of the Services or compliance under this Access Deed following twelve months from the Commencement Date, and following each twelve-month period thereafter.

11. **Indemnity**

(a) The Licensee agrees to indemnify and keep indemnified the Minister, the PHO and the State of New South Wales and their officers, employees and agents (“those indemnified”) against any liability or loss (including reasonable legal costs and expenses), incurred or suffered by any of those indemnified where such liability or loss is incurred by reason of or in connection with any act or omission of the Licensee in connection with the provision of the Services, the use and occupation of the Access Area by the Licensee, or breach of the Licensee’s obligations under this Access Deed.
(b) The Licensee’s liability to indemnify those indemnified under this Access Agreement shall be reduced proportionally to the extent that any unlawful, wrongful, wilful or negligent act or omission of those indemnified caused or contributed to the liability or loss in clause 11(a) above.

(c) The indemnity contained in this clause 11 is a continuing obligation of the Licensee separate and independent of any other responsibility of the Licensee and will continue beyond the period of this Access Agreement.

12. Release

The Licensee releases and holds harmless the Minister, the PHO, the State of New South Wales and their officers, employees and agents in the absence of any default or neglect on their part to the full extent permitted by law from all actions, proceedings, claims and demands of any kind resulting from or in connection with, or in relation to:

(a) the provision of the Services;
(b) the use and occupation of the Access Area by the Licensee;
(c) an act, error or omission of the Licensee;
(d) a breach by the Licensee of this Access Agreement; or
(e) a suspension of the Licensee’s rights under this Access Agreement under clause 17 of this Access Agreement.

13. Insurances

(a) The Licensee must at all times during the Term maintain a contract of insurance with an eligible insurer that provides midwife professional indemnity cover, under which the limit of the eligible insurer’s liability under the contract, in relation to each claim against the Licensee, equals or exceeds the Level 2 claim threshold.

(b) The Licensee must:
   (i) on each annual anniversary of the commencement of this Access Agreement; and
   (ii) at any time upon request by the PHO;
   provide a certificate of currency proving that a contract of insurance required by (a) has been effected and is current. A certificate of currency provided under this section must be issued by the eligible insurer providing insurance and must contain all details reasonably requested by the PHO, including a summary of all risks covered and any exclusion.

(c) Following the expiration or termination of this Access Agreement, the Licensee must either:
   (i) maintain the contract of insurance required under clause 13 (a) above, or
   (ii) maintain midwife professional indemnity run-off cover with an eligible insurer,
   for a period totalling at least 21 years from the date of expiration or termination of the Access Agreement.

(d) The Licensee must at all times during the Term hold and maintain a workers’ compensation insurance policy in relation to their private practice and the provision of the Services, as required by law.

(e) Without limiting clause 13 (b) the Licensee will, within 7 days of a request to do so from the PHO, provide evidence to the satisfaction of the PHO of the insurances effected and maintained for the purposes of this clause.
The Licensee’s obligations in this clause survive expiration or termination of the Access Agreement.

14. **Termination of this Access Agreement**

Either party may, at any time, terminate this Access Agreement for any reason, by giving thirty (30) days’ notice in writing to the other party, such termination being effective upon expiry of this thirty (30) day period. The right to terminate in accordance with this clause exists notwithstanding any guideline, guideline, code or any other document that may, in any way, relate to, or be connected with Licensee’s provision of the Services.

15. **Termination for Breach**

The PHO may, by notice in writing to the Licensee, immediately terminate this Access Agreement if the Licensee:

(a) commits a material breach of this Access Agreement which, in the PHO’s opinion, is not capable of being remedied;

(b) fails or refuses to comply with any lawful direction by the PHO;

(c) commits any act of malicious, reckless or negligent conduct in the Permitted Use;

(d) is convicted of an offence punishable by imprisonment;

(e) fails to remedy a material breach of this Access Agreement which, in the PHO’s opinion is capable of being remedied, within seven (7) days of receiving notice in writing from the PHO requiring it to remedy that breach; or

(f) is declared bankrupt or has bankruptcy proceedings commenced against him or her.

16. **Termination without prejudice**

Any termination of this Access Agreement under clauses 14 or 15 is without prejudice to any accrued rights or remedies of either party.

17. **Suspension**

(a) Without limiting clause 15, at any time during the Term, the PHO may by notice in writing suspend Licensee’s rights under this Access Agreement with immediate effect for such period as the PHO considers appropriate if:

(i) the Licensee fails to observe, comply with or fulfil any of the Licensee's obligations under or arising out of this Access Agreement;

(ii) the Licensee has failed to comply with the collaborative arrangement; or

(iii) the PHO reasonably forms the opinion that the Services provided by the Licensee involve an unacceptable risk to the health or life of any person.

(b) Upon suspension of this Access Agreement, the Licensee must:

(i) immediately cease providing the Services from the Access Area; and

(ii) comply with the reasonable directions of the PHO regarding the care of patients, including any necessary transfer of patients from the Licensee to another care provider.

(c) Resumption of this Access Agreement following any suspension is at the PHO's absolute discretion. If the PHO determines not to resume this Access Agreement then this Access Agreement may be terminated by the PHO in writing to the Licensee.
18. **Confidential information**
   
   (a) The Licensee may only disclose Confidential Information in the following circumstances:

   (i) with the prior written consent of the PHO; or

   (ii) if and to the extent that the Licensee is legally compelled to disclose the Confidential information.

   (b) The Licensee must do everything reasonably practicable to preserve the confidentiality of the Confidential Information.

   (c) The Licensee must notify the PHO promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Access Agreement or with the authority of the PHO.

   (d) The Licensee must, if required by the PHO, deliver to the PHO or destroy any documents containing the Confidential Information.

19. **Resolution of Disputes**
   
   (a) If a dispute or difference arises between the parties in respect of this Access Agreement, and one party requires it to be resolved, then that party must promptly give to the other a written notice identifying adequately and giving details of the dispute or difference.

   (b) The parties must use reasonable endeavours to resolve the dispute or difference, and to agree on a mechanism for resolving it if they are unable to do so themselves.

   (c) If within 14 days of giving notice of the dispute or difference the dispute or difference has not been resolved, and the parties have not agreed on a mechanism for resolving it, or if despite agreeing on such mechanism the dispute or difference is still not resolved within 2 calendar months of the parties’ agreeing on such mechanism, the parties agree that the dispute or difference may be resolved by PHO’s Director of Clinical Services.

   (d) The PHO’s Director of Clinical Services shall act as an expert and not as an arbitrator, and his or her decision shall be final, binding and conclusive as between the parties.

   (e) Nothing in this clause precludes either party from seeking urgent interlocutory relief.

20. **Notices**
    
    The contact details and addresses of the parties for the purposes of giving any notice shall be as set out in Item 3 and Item 4, or otherwise as may from time to time be specified in writing between the parties.

21. **Whole Agreement and Variation**
    
    This Access Agreement comprises the whole agreement between the parties as to the subject matter hereof and can only be varied by a written agreement executed by both parties.

22. **Survival**
    
    Clauses 11, 12, 13, and 18 survive termination or expiration of this Access Agreement.

23. **Relationship between the parties**
    
    The Licensee acknowledges and agrees that the Licensee, in respect of the provision of the Services pursuant to the Licensee’s rights under this Access Agreement:
(a) is not entitled to indemnification from the PHO and/or the State of New South Wales in respect of any claim; and
(b) is not, and will not hold him or herself out to be, an officer, employee, agent and/or partner or joint venturer of NSW Health or the PHO while providing the Services.

24. **Applicable law**
This Licence is governed by, and construed in accordance with, the laws of the State of New South Wales, and the parties submit to the jurisdiction of the courts of that State.

25. **Definitions**
The following definitions apply in this document.

**Access Area** means the areas set out in Item 6 of the public hospitals listed in Item 5.

**Access Agreement** means this Agreement and the schedule and any annexures thereto.

**agreed plans** means the documented arrangements the Licensee has in place, the details of which are set out in Item 10 of the Schedule.

**approved scope of practice** means the scope of practice of midwifery practice that may be undertaken by the Licensee under this Access Agreement, having regard to the level of the facility, and set out in Item 9 of the Schedule.

**collaborative arrangement** has the same meaning as in the *Health Insurance (Midwife and Nurse Practitioner) Determination 2011* and the *National Health (Collaborative arrangements for midwives) Determination 2010* (Cth).

**Confidential Information** means information disclosed by or on behalf of the Minister, the Ministry of Health or PHO that:

(a) is confidential by its nature or by the circumstance in which it is disclosed; or
(b) designated by the Minister, the Ministry of Health or PHO as confidential or identified as being confidential,

but does not include this Access Agreement or information which is or becomes public knowledge other than by a breach of the Licensee of an obligation of confidentiality under this Access Agreement.

**eligible insurer** has the same meaning as in:

(a) section 21 of the *Health Insurance Act 1973*;
(b) section 84AAE of the *National Health Act 1953*; and
(c) the *Midwife Professional Indemnity (Commonwealth Contribution) Scheme Act 2010* (Cth).

**Facility Fee** means the fee specified in Item 15 of Schedule 1 payable by the Licensee to the PHO.

**Level 2 claim threshold** has the same meaning as in the *Midwife Professional Indemnity (Commonwealth Contribution) Scheme Act 2010* (Cth).
midwife professional indemnity cover has the same meaning as in the Midwife Professional Indemnity (Commonwealth Contribution) Scheme Act 2010 (Cth).

midwife professional indemnity run-off cover has the same meaning as in the Midwife Professional Indemnity (Commonwealth Contribution) Scheme Act 2010 (Cth).

Minister means the NSW Minister for Health

private patient means a patient who has elected to be admitted as a private patient pursuant to NSW Health guideline Admitted Patient Election Processes for NSW Public Hospitals – Revised PD2005_221.

public hospital means a hospital listed at item 5.

26 Interpretation

Headings have been inserted for convenience only and do not affect the interpretation of this Licence, and in this Licence unless the context otherwise requires,

(a) a reference to an Item is to an Item in Schedule 1;
(b) a singular word includes the plural, and vice versa;
(c) a word which suggests one gender includes the other genders;
(d) if a word is defined, another part of speech has a corresponding meaning;
(e) if an example is given of anything, such as by saying it includes something else, the example does not limit the scope of that thing; and
(f) a reference to a position held in an organisation includes a reference to an equivalent or approximately equivalent position in that organisation, however described.
SCHEDULE 1

Item 1  Date of signing Access Agreement:

Licensee
Name:

Item 3  Licensee's address and contact details:

Item 4  PHO's address and contact details:

Item 5  Name of public hospital/s to which the Licensee has access:

Item 6  Access Area:

[Describe areas or departments of applicable hospitals to which
the Licensee has access under this Access Agreement]

The Access Area includes any general use amenities within the
hospital in which the Access Area is located, such as toilets,
lunch facilities and common rooms.

[car space if appropriate]

Item 7:  Commencement Date of Access Agreement:

Item 8  Term: [note the Term is not to exceed 3 years]

Item 9  Approved scope of practice
Item 10  Agreed plans

[Include details of arrangements for:

- back up for the eligible midwife,
- provision of inpatient care,
- arrangements for anaesthetic (epidural) services,
- arrangements for neonatal/paediatric services]

[attach copies of documents if appropriate]
Item 11

NSW Health/PHO policies the Licensee must comply with:

- Admitted Patient Election Processes for NSW Public Hospitals – Revised (PD2005_221)
- Breastfeeding in NSW: Promotion, Protection and Support (PD2011_042)
- Code of Conduct (PD2012_018)
- Complaint or Concern about a Clinician – Principles for Action (PD2006_007)
- Complaint Management Guidelines (GL2006_023)
- Complaint or Concern about a Clinician – Management Guidelines (PD2006_002)
- Employment screening (PD2008_029)
- Fatigue-Preventing and Managing work related fatigue-Guidance for the NSW Public Health System (GL2007_023)
- Fetal Welfare, Obstetric Emergency, Neonatal Resuscitation Training (IB2008_002)
- Hand Hygiene (PD2010_058)
- Health Care Records – Documentation and Management (PD2012_069)
- HIV/ Hepatitis B or Hepatitis C – Health Care Workers Infected (PD2005_162)
- Incident Management Policy (PD2014_004)
- Maternity – Clinical Risk Management Program (PD2009_003)
- Maternity – Prevention, Early Recognition and Management of Postpartum Haemorrhage (PD2010_064)
- Maternity clinical care and resuscitation of the Newborn infant (PD2008_027)
- Maternity decreased fetal movements in the third trimester (GL2011_012)
- Maternity fetal heart rate monitoring (GL2015_004)
- Maternity indications for placental histological examination (GL2014_006)
- Maternity influenza guidelines for maternity services (GL2009_015)
- Maternity Management of early pregnancy complications (PD2012_022)
- Maternity Management of hypertensive disorders (PD2011_064)
- Maternity National Midwifery Guidelines for consultation and referral (PD2010_022)
- Maternity Oxytocin for the induction of labour at or beyond term (PD2011_075)
- Maternity Rh (D) Immunoglobulin (Anti D) (GL2014_017)
- Maternity Safer Sleeping Practices for babies in NSW Public Health Organisations (PD2012_062)
- Maternity Supporting Women in their next birth after Caesarean Section (GL2014_004)
- Maternity timing of elective or pre-labour caesarean section (PD2007_024)
- Maternity Tocolytic agents for threatened preterm labour before 34 weeks gestation (PD2011_025)
- Maternity Towards Normal Birth in NSW (PD2010_045)
- Maternity Management of pregnancy beyond 41 weeks (GL2014_015)
- Maternity Pregnancy and Birthing Care for Women affected by Female Genital Mutilation/Cutting (GL2014_016)
- Medicine-Evaluation for Medicines for use in Public Hospitals (PD2008_037)
- Maternity Pregnancy and Birthing Care for Women affected by Female Genital Mutilation/Cutting (GL2014_016)
- Medicine-Evaluation for Medicines for use in Public Hospitals (PD2008_037)
- Medication Handling in NSW Public Health facilities (PD2013_043)
- Neonatal Minimisation of Early Onset of Group B Streptococcal Infections (PD 2005_240)
- Newborn bloodspot screening policy (PD2006_099)
- Newborn infant’s safe oxygen administration (PD2006_103)
- Newborn infants with Respiratory Maladaptation to birth – Observation and Management (PD2005_256)
- NHRMC Collaborative Guidance (2010)
- NSW Health Privacy Manual (Version 2) (PD2005_593)
- Occupational Assessment, Screening & Vaccination Against Specified Infectious Diseases (PD2011_006)
- Open Disclosure (PD2007_040)
- Open Disclosure Guidelines (PD2007_007)
- Perinatal Data collection (PDC) reporting and submission requirements (PD2010_072)
- Pregnancy Framework for terminations in New South Wales Public Health Organisations (PD2014_022)
- Prenatal testing/screening for Down Syndrome and other chromosomal abnormalities (PD2007_067)
- Prevention of Venous Thromboembolism (PD2014_032)
- Registration standard for eligible midwives (NMBA 2010)
- Safe Start Strategic Policy (PD2010_016)
- Service Check Register for NSW Health Services (PD2009_004)
- SAFE START Guidelines Improving Mental Health Outcomes for Parents and Infants (GL2010_004)
- SAFE START Strategic Policy (PD2010_016)
- Stillbirth Management and Investigation (PD2007_025)

Item 12

Further educational requirements to be undertaken by the Licensee:

[E.g. upskilling in perineal repair, IV cannulation, FONT, etc.]

[specify any applicable timeframes]
Item 13  Usual services:

Optional services

Access to IT/security pass, library, medical records and PHO policies and procedures
Power
Light
Fuel
Telephone
Facsimile
Computer
Email
Cleaning and maintenance
Consumables [specify]
Equipment [specify]

Item 14  Optional additional services:

[cross boxes that apply and insert details as appropriate]
[note that those that apply are included in the Licence Fee unless otherwise specified]

☐ Billing facilities (in the name of the Licensee)
☐ Other [specify]

Item 15  Facility Fee

A Facility Fee of 5% of revenue earned by the Licensee in providing the Services is payable by the Licensee to the PHO.

[Further detail may be included regarding the proposed billing arrangements between the PHO and the Licensee for payment]
EXECUTED as an Agreement.

Executed on behalf of [name of public health organisation], by the person whose name appears opposite, but not so as to incur any personal liability, in the presence of the person whose name appears below:

__________________________________________
Signature

__________________________________________
Signature of witness

__________________________________________
Name and title of signatory

__________________________________________
Name and title of witness

** Executed by the Licensee in the presence of:

__________________________________________
Signature of individual Licensee

__________________________________________
Signature of witness

__________________________________________
Name and address of witness

** Executed by PTY LIMITED in accordance with Section 127 of the Corporations Act 2001 by:

__________________________________________
Signature of director

__________________________________________
Signature of director/secretary

__________________________________________
Name

** Delete whichever is inapplicable
ATTACHMENT A

Collaborative arrangement of the Licensee
APPENDIX C

Eligible midwife registration standard

Authority

This standard has been approved by the Australian Health Workforce Ministerial Council on 31st of March 2010 pursuant to the Health Practitioner Regulation National Law (the National Law) as in force in each State and Territory with approval taking effect from 1 July 2010.

Summary

An applicant seeking to be identified as an as an eligible midwife under section 38(2) of the National Law must be able to meet all the requirements including: being currently registered as a midwife in Australia; being able to demonstrate the equivalent of three (3) years full time post registration experience as a midwife and evidence of current competence to provide pregnancy, labour, birth and postnatal care, through professional practice review; and have an approved qualification; or the ability to gain such a qualification within an 18 month period to acquire the skills required to prescribe scheduled medicines required for practice across that continuum of midwifery care.

Wording to appear in the register of midwives

Notation to state An eligible midwife competent to provide pregnancy, labour, birth and post natal care and qualified to provide the associated services and order diagnostic investigations required for midwifery practice, in accordance with relevant State or Territory legislation - under section 225 (p) of the National Law.

Scope of eligibility

Notation as an eligible midwife applies to a class of registered midwives and not to all registered midwives.

Having notation as an eligible midwife on the register of midwives indicates that the midwife is competent to provide pregnancy, labour, birth and postnatal care to women and their infants; services and order diagnostic investigations appropriate to the eligible midwife’s scope of practice.

An eligible midwife may also prescribe scheduled medicines in accordance with relevant State or Territory legislation once an endorsement for scheduled medicines under section 94 has been attained.

Requirements

To be entitled to be identified as an eligible midwife, a midwife must be able to demonstrate, at a minimum, all the following:

a) Current general registration as a midwife in Australia with no conditions on practice;

b) Midwifery experience that constitutes the equivalent of three (3) years full time post registration as a midwife;

c) Successful completion of:

   • an approved professional practice review program for midwives working across the continuum of midwifery care which demonstrates continuing competence in the provision of pregnancy, labour, birth and post natal care to women and their infants;

d) Formal undertaking to complete within 18 months of recognition as an eligible midwife or the successful completion of:

   • an ANMAC accredited and Board approved program of study to develop midwives’ knowledge and skills in prescribing of medicines, or
• a program that is substantially equivalent to such an approved program of study as determined by the Board

Definitions

Approved midwifery professional practice review program means a formal professional practice review program for midwives accredited by the Australian Nursing and Midwifery Accreditation Council (ANMAC) and subsequently approved by the Board, that is designed to review evidence of a midwife’s professional performance over time across the continuum of midwifery care. A list of Board approved midwifery practice review programs will be published on the NMBA website.

Approved program of study means an educational program to develop the midwife’s knowledge and skills in prescribing medicines that has been accredited by ANMAC and subsequently approved by the Board for the purpose of enabling the eligible midwife to seek endorsement under section 94 of the National Law to prescribe schedule 2, 3, 4, and 8 medicines, in accordance with relevant State or Territory legislation.

Pregnancy, labour birth and post natal care (the continuum of midwifery care) incorporates: antenatal care; intrapartum care; and post natal care for women and their infants, and includes clinical assessment, exercise of clinical judgement, planning, implementation, monitoring and review responding to maternity emergencies, assessment and care of the newborn infant, management and administration of medications, judicious use of diagnostic investigations.

The Board or NMBA means the Nursing and Midwifery Board of Australia.

Other requirements

This standard is applied in conjunction with the National Board approved Guidelines and assessment framework for registration standard for eligible midwives and Registration standard for endorsement for scheduled medicines for eligible midwives.

An eligible midwife is required to undertake an additional 20 hours of specified continuing professional development (CPD) per year relating to the continuum of midwifery care, in addition to the 20 hours of CPD for general registration as a midwife. This CPD must be relevant to the continuum of midwifery care.

An eligible midwife is also required to successfully complete a Board approved midwifery professional practice program every 3 years across the continuum of midwifery care to demonstrate continuing competence in the provision of pregnancy, labour, birth and post natal care to women and their infants.

An eligible midwife is required to meet the requirements for endorsement as a midwife within 18 months of notation as an eligible midwife. Information on the requirements for endorsement for scheduled medicines for midwives can be found at www.nursingmidwiferyboard.gov.au

References


Review

This standard will commence on 1 July 2010. The Board will review this standard at least every three years of operation.

The Provision to enable a midwife to be able to make a ‘formal undertaking to complete within a period of time as determined by the Board, an accredited and approved program of study determined by the Board to develop midwives’ knowledge and skills in prescribing, or a program that is substantially equivalent to
such an approved program of study’ (requirement d) will only be available from July 2010 to 30 June 2015*.

*Date amended on 13 August 2013, following Australian Health Workforce Ministerial Council approval dated 31 July 2013.