



Auckland Area Health Board

IN YOUR REPLY PLEASE QUOTE

Address reply to officer whose
official title appears below signature.

26 November 1991

Ms S Burgess
17 Malvern Road
Mt Albert
AUCKLAND

Dear Ms Burgess

MATERNITY ACCESS AGREEMENT
AUCKLAND AREA HEALTH BOARD'S MATERNITY HOSPITALS/UNITS

The Maternity Access Agreement Committee has considered your application and it has been approved.

Attached are two copies of a two year Access Agreement.

- Please a) sign both copies of the agreement
b) initial each page of both copies of the agreement except those pages which bear your signature
c) return both copies of the agreement **AS SOON AS POSSIBLE**

After execution on behalf of the Board one copy of the agreement will be returned to you. The hospitals concerned will then be notified that your agreement has been issued.

Prior to expiry of this agreement an application form for reissue will be sent to you. Non return of this application will prejudice reissue of the Agreement.

Should a practitioner wish to continue maternity practice after the age of 65 she/he will be required to make an annual application for reissue.

Yours sincerely

Yvonne Hannah
Secretary

OBSTETRICS STANDARDS REVIEW COMMITTEE
(Interim Committee for Maternity Access Agreement Committee)

ACCESS AGREEMENT

(Made under Section S.49 of the Area Health Board's Act 1983)

THIS AGREEMENT is between the Auckland Area Health Board, (AAHB) and **Sian BURGESS**, Midwife (Practitioner) who has applied to the AAHB for access and practice rights to use the AAHB's maternity facilities as specified in Clause 2.

The AAHB's agreement for access and practice is subject to the Parties entering into the following terms and conditions:

1. TERM:

This Agreement is for a period of 2 years from 26 November 1991 to 26 November 1993 with the right to apply for renewal.

2. LOCATION:

The Practitioner is entitled to treat his/her patients at the following AAHB Maternity Units:

Middlemore Hospital
National Womens Hospital
North Shore Hospital
Waitakere Hospital

3. INTENT OF THE PARTIES:

- 3.1 This Agreement is not a contract of employment or a contract for services between the Practitioner and the AAHB.
- 3.2 The Practitioner shall not be entitled to any payment from the AAHB arising out of this Access Agreement.
- 3.3 The AAHB and the Practitioner acknowledge their mutual responsibilities in carrying out their obligations under this Agreement. In keeping with the Aims, Goals and Principles of the AAHB Maternity Service (1) they agree to work together to provide optimum health care for the well being of the mothers and babies in their care.

(1) Maternity Service Task Force - Strategic Directions April 1990.

4. ACCOUNTABILITY:

In addition to his/her accountability to the client/patient or to his/her professional body in the performance of his/her duties and responsibilities under this Agreement the Practitioner shall be accountable to the AAHB through the Maternity Service (Manager(s) of the Maternity Unit(s) specified in Clause 2 above.

5. AAHB RESPONSIBILITIES:

- 5.1 To admit patients, who with the concurrence of the AAHB have selected the Practitioner, pursuant to Section 106 of the Social Security Act 1964, (as amended in 1990) and Section 49 Area Health Boards Act 1983. In doing so the AAHB reserves the right to determine the suitability of any patient for care by the Practitioner at a particular maternity unit. Refer to Appendix 1.
- 5.2 To be responsible for the safety and well being of patients within its institutions through the provision and application of operational policies and standards which will be prepared and updated by the Service Manager after consultation with professionals and through the application of relevant professional scope of practice statements.
- 5.3 To provide and maintain such facilities, equipment, materials and staff as are necessary to satisfy the standards of maternity practice and health care required by the AAHB and the Minister of Health.
- 5.4 To comply with all relevant statutory, regulatory and bylaw requirements. Refer to Appendix II.
- 5.5 To consult with Practitioners or their professional representatives regarding any significant changes in local procedures or policies which may directly affect their practice.
- 5.6 To keep the Practitioner informed of relevant changes in Board policies, procedures, practices and health care standards, and if required, to hold meetings to impart this information.
- 5.7 To support opportunities for the continuing education of the Practitioner for the maintenance of professional standards.
- 5.8 To provide access for clinical experience to students.
- 5.9 To support and develop quality of service programmes.
- 5.10 To act as a good employer in all aspects of the employment of Board staff with particular concern for the safety and welfare of staff in their practice relationship with the Practitioner.
- 5.11 To act fairly to the Practitioner in regard to 5.10.

5.12 To maintain a policy that will have regard to the principles of fairness and natural justice and also the effective management of the AAHB's services and patient care when dealing with any matter involving complaints, professional competence or situations outlined in Clause 9.10 of this Agreement.

5.13 To plan with appropriate consultation future maternity service requirements and where appropriate develop these.

6. PRACTITIONER RESPONSIBILITIES:

6.1 To provide and maintain professional standards of practice and health care service to his/her patients who are admitted under the terms of this Agreement to the AAHB's maternity units.

6.2 To comply with the relevant professional statements of scope of practice.

6.3 To comply with all relevant statutory and regulatory requirements. Particular attention is drawn to the provisions of Section 50 of the Area Health Boards Act 1983 which relates to confidentiality of patient information.

6.4 To comply with AAHB bylaws, policies and procedures as may be relevant to the practice and management of maternity services.

6.5 To comply with the practice standards, policies and procedures of the Maternity Units and to conduct treatment in a proper, fully documented and professional manner.

6.6 To ensure that booking, referral and transfer procedures are complied with and full, current medical, obstetric and social information is provided and updated.

6.7 To ensure the proper and appropriate use of all facilities, equipment, materials provided by the AAHB, and to maintain appropriate practice relationships with staff provided by the AAHB.

6.8 To be available at all times to attend his/her patients. In the event that the Practitioner is not available, he/she is to arrange locum cover by a practitioner who holds a current Access Agreement with the AAHB at the maternity unit specified. The unit is to be notified in reasonable time according to the agreed procedure for that maternity unit. Such notification does not include short periods of day time cover, provided the locum can be accessed through the Practitioner's normal channels.

6.9 To promptly notify in writing the Maternity Service Managers of the units where the Practitioner has Access Agreement rights of any changes to the Practitioner's contact address or contact telephone numbers.

6.10 To supply and update 6 monthly, written standing orders which may include drug orders, other procedures and locum cover.

- 6.11 To assist with student learning in accordance with the AAHB Guidelines on Informed Consent.
- 6.12 To maintain membership of the Practitioner's relevant professional organisation and to participate in continuing educational development.
- 6.13 To maintain a current practising certificate and indemnity insurance.
- 6.14 To attend such meetings and case reviews relating to maternity services as may reasonably be expected and to participate in relevant AAHB health promotion activities as notified in writing.

7. GENERAL PRINCIPLES WITH REGARD TO THE PROCESSING OF COMPLAINTS, ASSESSMENT OR INVESTIGATION OF PROFESSIONAL COMPETENCE AND OTHER RELATED MATTERS

- 7.1 It is the policy of the AAHB in any matter involving complaints, professional competence or related matters to have regard to the principles of fairness and natural justice and also the effective management of the AAHB's services and patient care.
- 7.2 The following general principles shall be followed when dealing with such matters:
 - 7.2.1 Any action required shall be taken promptly.
 - 7.2.2 Any procedures undertaken shall be applied in an equitable, fair and impartial manner.
 - 7.2.3 The Practitioner shall be advised at the earliest opportunity of any matter causing concern.
- 7.3 The AAHB has the right to terminate this Agreement forthwith in a case of proven serious misconduct or professional neglect.

8. COMPLAINTS:

- 8.1 It is the aim of the AAHB to provide services which are not only of the highest possible standard, but which are also responsive to the needs and circumstances of individual consumers.
- 8.2 Complaints about services and persons will be handled promptly and sensitively. Initially complaints will be dealt with by the Service Manager.
- 8.3 The AAHB Complaints Policy document sets out in detail the procedures and the various responsibilities for dealing with and reporting complaints and misadventures whether originating from patients, staff members, or any other source.
- 8.4 This Complaints Policy should be read in conjunction with other AAHB policies.

9. ASSESSMENT OR INVESTIGATION OF PROFESSIONAL COMPETENCE

- 9.1 This procedure is to be followed when a concern or complaint regarding the standard of practice or performance of professional duties by the Practitioner comes to the attention of the AAHB or its Service Managers. The aim of this procedure is to ensure such situations receive prompt, objective attention, that the Practitioner is treated in accordance with the processes of natural justice and that the interests of patients are given priority.
- 9.2 A concern or complaint shall be brought either directly to the Service Manager or be referred to her/him. The initial assessment of any matter which may affect the care of patients is the responsibility of the Service Manager where the complaint/concern arose and the Service Manager will determine whether there is a case to answer.
- 9.3 In the first instance the Service Manager will take whatever immediate action may be necessary to ensure the safety and care of the patients and/or staff.
- 9.4 On receipt of a complaint or concern the Service Manager will promptly inform the Practitioner whose competence is being questioned, and will discuss the process to be used to address the complaint. Usually the Service Manager will interview that person; either party may be accompanied by an advisor/support person. The Manager will then decide whether:
 - 9.4.1 The matter can be dealt with at this level, ie the outcome is agreed at the meeting; or
 - 9.4.2 Further local investigation is necessary; or
 - 9.4.3 A broader inquiry is necessary.
- 9.5 If a broader inquiry is necessary or suspension of access rights is deemed necessary, this will be done only after consultation and with the agreement of the District/Unit General Manager and Chief Health Officer.
- 9.6 If the District/Unit General Manager and the Chief Health Officer agree that a broader investigation and/or suspension of access rights is warranted, the Practitioner will be notified as soon as possible, preferably within 24 hours and will receive within reasonable time full written details of the concern/complaint together with the name of any complainant involved.
- 9.7 Any further investigation shall follow one of two general formats:
 - 9.7.1 A referral to the Medical Practitioners' Disciplinary Committee or equivalent or The Nursing Council of New Zealand; or
 - 9.7.2 A Committee of Inquiry initiated by the Chief Health Officer.
 - . The Committee will usually consist of 3 members chosen by the Chief Health Officer from the **Practitioners Panel List** and shall be appropriate to the Practitioner concerned and the reason for the inquiry.
 - . This Committee will investigate and report back to the Chief Health Officer with its recommendations.

9.8 The Chief Health Officer will then decide on appropriate action and will inform the Practitioner accordingly.

9.9 The Practitioner may appeal to the Review Committee of the AAHB.

9.10 The foregoing procedure may also be used in the following situations, although this list is not exhaustive:

- . A significant breach of a term or condition of this Access Agreement
- . Failure to reach and/or maintain performance to a reasonable standard.
- . Professional misconduct.
- . Provision of false particulars on application for Access Agreement.
- . Unauthorised use and/or removal of Board property.
- . Assault.
- . Sexual molestation of patients, sexual harassment of staff, or conviction for a sexual offence.
- . Unauthorised consumption of alcohol or drugs at Board units.
- . Unfitness for duty due to the influence of alcohol or drugs.
- . Illegal possession, use or distribution of controlled drugs.
- . Conviction for an offence punishable by a maximum term of imprisonment of not less than one year.
- . Breach of patient confidentiality.

10. TERMINATION:

In the event of any statutory or AAHB policy change which materially affects the operation of this Access Agreement it may be terminated by the AAHB giving reasonable notice and except if circumstances require otherwise this shall be not less than one month's written notice.

Signed By The Said Practitioner:

Sian BURGESS

Sian Burgess

Signed For and on behalf of the AAHB:

DATED AT _____ THIS _____ DAY OF _____ 1991

APPENDIX 1

Section 106 of the Social Security Act 1964 (as amended in 1990) gives every woman entitled to maternity benefits the right to select the medical practitioner and/or registered midwife who is/are to provide maternity services.

However, subs (2) makes that right subject (in the case of any woman confined in a maternity hospital) to the concurrence of the person or body "having authority under S.49 of the Area Health Boards' Act 1983 to control access to that hospital by medical practitioners and registered midwives".

Section 49 of the Area Health Boards' Act 1983 places on the Board an obligation ("the board shall, as a condition of its concurrence require any such medical practitioner to enter into an agreement with the board as to the conditions on which the medical practitioner or registered midwife is to be entitled to treat patients in that hospital, ward or annex.")

The language of the sections is such as to indicate that, in the ultimate, it is the Board which prescribes the conditions under which practitioners are entitled to treat patients in its hospitals so as to ensure that appropriate care is provided to those patients.

APPENDIX II

The relevant statutory and regulatory requirements of September 1991 are:

The Area Health Boards Act 1983, and Amendments and Regulations,
including the Obstetric Regulations 1986 and Amendments;

The Social Security Act 1964 and Amendments and Regulations;

The Nurses Act 1977 and Amendments and Regulations;

The Medical Practitioners Act 1968 and Amendments and Regulations.

These may be amended from time to time.