



EXPRESSION OF INTEREST TO PROVIDE MEDICAL SERVICES AT ALBANY COMMUNITY HOSPICE

Please read the following document carefully and sign where indicated.

BACKGROUND

The Board of Management (BOM) at Albany Community Hospice (ACH) is engaging you as a Medical Practitioner, under a Medical Contract, to provide Medical Services on its behalf to both private and public Patients. The contracting Medical Practitioner must read and sign where indicated. Once approved by the Medical Credentialing Committee a fully signed contract will be forwarded to you.

DEFINITIONS

ACH means Albany Community Hospice ABN 60 467 001 291

Albany Community Hospice Medication Management Policy means the ACH policy designed to encompass all aspects of medication management within ACH and will ensure that the storage, handling and administration of medications within ACH complies with all relevant legislation, in particular the *WA Medicines and Poisons Act 2014*.

Agents means the Albany Community Hospice's authorised delegates, employees, volunteers; staff and Management Staff.

Agreement means this document and any variation to it agreed to in writing by the parties.

Australian Licensed Insurer means an authorised insurer as defined under the *Insurance Act 1973 (Cth)*.

Board means the board of the Albany Community Hospice.

Clinical Decisions means any decisions about a Patient's treatment and well-being made by a Medical Practitioner.

Clinical Privileges means any and all rights, privileges, licences and authority to act granted by the ACH from time to time and which are revocable at any time by the authority of the ACH.

Clinical Hospice Manager means the authorised manager of the hospice as appointed from time to time by the ACH.

Hospice Procedures means any and all procedures as determined and set out in writing by the ACH from time to time.

Management Staff means authorised staff of the Albany Community Hospice.

Medical Board of Australia means The Medical Board of Australia which:

- registers medical practitioners and medical students
- develops standards, codes and guidelines for the medical profession
- investigates notifications and complaints about medical practitioners
- where necessary, conducts panel hearings and refers serious matters to Tribunal hearings
- assesses international medical graduates who wish to practise in Australia, and
- approves accreditation standards and accredited courses of study.

Medical Board of Western Australia means the Medical Board of Australia (National Board) is supported by boards in each state and territory. They have the delegated powers to make individual registration and notification (complaints) decisions, based on the national policies and standards set by the National Board.

Medical Contract means the contract that permits the Medical Practitioner to provide Medical Services to Patients at the Albany Community Hospice.

Medical Credentialing Committee means the committee established from time to time by the Albany Community Hospice.

Medical Indemnity means medical insurance as defined under the *Medical Indemnity Act 2002 (Cth)*.

Medical Practitioner means a person admitted to practice medicine by the Medical Board of Western Australia or Medical Board of Australia or any other authorised medical board within Australia.

Medical Records includes but is not limited to progress notes, discharge summaries or other Hospice documents

Medical Services means those service to be provided or supervised by a Medical Practitioner within the Albany Community Hospice to the Patients

NIMC means the **National Inpatient Medication Chart** that has been produced by the Australian Commission on Safety and Quality in Health Care to support the delivery of appropriate care for hospitalised patients. The charts are based on the best evidence available at the time of development.

RACGP means **Royal Australian College of General Practice**

Palliative Care means an approach that improves the quality of life of patients and their families facing the problem associated with life-threatening illness, through the prevention and relief of suffering by means of early identification and impeccable assessment and treatment of pain and other problems, physical, psychosocial and spiritual.

Patients means those persons admitted to the Albany Community Hospice for the provision of Medical Services and includes Public Patients and Private Patients

Private Patients means persons admitted to the Albany Community Hospice for the provision of Medical Services and who are covered by private medical insurance

Public Patients means persons admitted to the Albany Community Hospice for the provision of Medical Services and who are not covered by private medical insurance

Surname	
Given Name(s)	
Address	

1. ACKNOWLEDGEMENTS

The Medical Practitioner named in this application ("you") acknowledges that:

- (a) subject to all relevant laws, the Board will not liable for your Clinical Decisions in respect of admission, treatment and discharge of Patients;
- (b) in an emergency you may use your clinical judgement regarding the treatment of any Patient irrespective of the scope of your Clinical Privileges;
- (c) the admission of any Patient to, or treatment of any Patient at ACH depends on clinical need and the role or capacity of ACH at any given time;
- (d) the Board will provide resources reasonably necessary for the treatment of Public Patients and Private Patients at ACH, including consumables, beds, equipment, nursing and allied health services and other staff, but their availability at any particular time for individual Patients or to treat an individual Patient's particular clinical condition is not guaranteed;
- (e) you are not, and will not be, by virtue of being granted Clinical Privilege, be engaged by the Board in any capacity, nor does the Board become responsible for any legal obligations, liabilities and expenses in respect of your personal taxation, worker's compensation, superannuation, leave entitlements and the like;
- (f) the Board may act through its Agents.

2. YOUR OBLIGATIONS

You agree that you must:

- (a) be registered at all times as a Medical Practitioner with the Australian Health Practitioner Regulation Agency (AHPRA), comply with all ACH codes, policies, procedures, protocols and standards and all legislated requirements relevant to you. Hospice codes, policies, procedures, protocols and standards and all legislated requirements will be made available at your orientation with Management Staff. Management Staff will be able to provide reasonable access to full copies of any such codes, policies, procedures, protocols and standards and all legislated requirements on demand by you, in a reasonable time frame. In the event of any inconsistencies between Hospice codes, policies, procedures, protocols, standards and this Agreement, this Agreement shall prevail;
- (b) attend to your Patients within Hospice as clinically appropriate (usually daily) and treat those Patients consistent with their clinical conditions and needs. If you are unable to attend, you must arrange for another Medical Practitioner with appropriate Clinical Privileges for Hospice to cover for you and advise the Management Staff at Hospice as soon as possible of this fact;
- (c) ensure Hospice Medical Records, are properly completed in a timely manner;
- (d) cooperate with any auditor appointed by the Board and provide all information and documentation required for the audit;
- (e) comply with the requirements and requests of the ACH MAC in all matters concerning Patient care, Medical workforce issues, Medical requirements of ACH, efficient and equitable use of ACH resources, clinical quality improvement and any other matter as required by the MAC;
- (f) notify the Board in accordance with Hospice Procedures, or in the absence of such procedures, immediately of any matter which you are aware and about which a prudent Medical practitioner should reasonably believe the Board should be notified. This includes:

Generally

1. If you are fined or reprimanded by the Medical Board of Australia, if you give an undertaking to be of good behaviour to the Medical Board of Australia, or your Medical Board registration being made conditional, suspended, removed or lapsing;
2. your Medical Indemnity being removed or lapsing;
3. any investigation by a relevant college or professional body;
4. your Clinical Privileges at another facility being restricted, made conditional, varied, suspended or withdrawn;
5. any charges or convictions for an offence involving dishonesty or punishable by imprisonment;
6. any actual or potential conflict of interest;
7. any actual or potential failure to comply with this Agreement;
8. any anticipated inability to provide Medical Services at the Hospice; or
9. any illness or disease that would interfere with your ability to treat Patients at the Hospice or that is communicable and presents a risk to Patients or other people at the Hospice;

Other Circumstances

and in respect of any Hospice Patient of yours, any;

1. adverse incident;
2. verbal or written complaints received;
3. request by the Coroner for Medical reports;
4. threats of legal action or any writ, subpoena or summons received;
5. matter which you would be obliged to inform your Medical indemnity fund, organisation or insurer;

6. referral to the Medical Board of Western Australia or any such similar bodies in other jurisdictions; or,
- (g) take all responsible steps to assist the Board in inquiring into and resolving any matter arising under or in connection with the exercise of Clinical Privileges at the Hospice. If requested by the Board you must also provide as soon as reasonably practicable all relevant details of any matters of which the Board is advised under clause 2(f), or otherwise becomes aware.

Nothing in clauses 2(f) and 2(g) requires you to disclose information to the Board where to do so would cause you to be in breach of your obligations to any Medical defence organisation, indemnity fund or insurer, or which may significantly prejudice any claim by you under that Medical Indemnity. In any such circumstances you must use your best endeavours to obtain the approval of your Medical defence organisation, indemnity fund or insurer for disclosure of the information required by the Board, and must disclose the information to the Board in accordance with any approval given.

3. SCOPE OF PRACTICE

These are the core elements of the scope of practice for a Medical Practitioner accredited to provide General Practice – based palliative care in Albany Community Hospice:

Physical aspects of care

Close and detailed attention to symptom recognition and management, and knowledge of the pharmacology of medications, including dosing in elderly or renal impaired Patients.

Psychosocial aspects of care

Emotional, social and spiritual aspects of end-of-life care, including developing specific communication skills needed to discuss end-of-life issues with Patients and their families/carers.

Cultural issues

Cross-cultural issues, appropriate use of independent interpreters.

Ethical issues

State-based legal requirements with death, wills and end-of-life issues, including managing requests for euthanasia and requests to hasten death with counselling and understanding.

Teamwork

How to work in a multidisciplinary team, how to coordinate different models of care for best Patient and family/carer outcomes.

Practical issues

Practice issues around 24-hour care rostering, and appropriate use of Medicare Benefits Schedule items to sustainably practice equitable palliative care for Patients, determined on the basis of need.

Carer support

Respite arrangements, depression screening and support, emotional support and bereavement care, and understanding and recognising risk factors that may predict the early onset of psychosocial distress and complicated grief reactions in family members and carers to enable appropriate referral for further psychosocial support.

Career-long learning

Critical appraisal of the evidence base used for own practice and developing primary palliative care research skills to update own evidence base, as well as developing community education, advocacy and health promotional skills.

Complementary and alternative medicine

Developing skills to help Patients and their families/carers to be able to assess their own use of complementary therapies from an evidence based and/or safe perspective.

Audit, care pathway and outcome measurement

Developing skills to measure own practice in the area of palliative care.

The Continuing Professional Development (CPD) requirements of the RACGP for Medical Practitioners practising in palliative care are:

1. A commitment to upskilling regularly in communication skills acquisition associated with managing challenging end-of-life issues for Patients and their families/carers.
2. Evidence of updating own knowledge and skill base in the light of new and emerging evidence in palliative care.
3. A commitment to forging and maintaining relationships with other community palliative care service providers to provide equity of access on the basis of need.
4. Access to current palliative evidence bases (e.g. CareSearch and *Therapeutic guidelines - palliative care*).
5. Plan on how to undertake ongoing professional development in relation to identified palliative care knowledge gaps.
6. The ability to identify gaps in own knowledge, skills and attitudes in relation to evidence based palliative care.
7. Undertake or support regular audits of management practices in dealing with palliative care Patients and their families/carers.

4. INDEMNITY AND INSURANCES

- (a) You must, in the absence of written agreement or other agreed arrangements, have either current, appropriate and adequate:
1. membership of a Medical defence organisation; or
 2. Medical Indemnity insurance.

The membership or policy referred to must be with an Australian Licensed Insurer or indemnity fund as the case requires unless the Board (which will act reasonably) agrees to an overseas insurer or indemnity fund.

You agree that on reasonable demand, proof of membership of a Medical defence organisation, the relevant policy or policies of cover of insurance including certificates of currency, will be produced to the Board.

- (b) You acknowledge that the Board recommends that you effect and maintain during your Clinical Privileges;
1. a policy of public liability insurance; and
 2. if you provide to the Board services other than Medical Services, an appropriate policy of professional indemnity insurance.

Failure to do so may expose you to risks that are not covered by the Board. You are advised to seek appropriate insurance advice.

- (c) Nothing in this Agreement affects the Board's legal or equitable rights of indemnification against you or the rights of the Board or yourself against the other at common law.

5. USING OR PROVIDING YOUR OWN RESOURCES

- (a) You may utilise your own resources (including consumables and equipment) in treating Patients at the Hospice, but only with the consent of the Board and in accordance with Hospice Policies.

- (b) You warrant and represent that any consumables or equipment supplied by you are in safe and proper working order and suitable for the purpose, and all equipment is adequately insured.
- (c) If a person (other than an Agent) assists you in providing Medical Services, you;
 - I. must use all reasonable endeavours to ensure they are suitable skilled, trained, qualified and competent, and if required covered by workers' compensation insurance under the *Workers' Compensation and Rehabilitation Act, 1981*; and
 - II. acknowledge that the Board recommends that you, or any such person, effects and maintains an appropriate policy of professional indemnity insurance. Failure to do so may expose you and any such person to risks that are not covered by the Board. You are advised to seek appropriate insurance advice.

6. SUSPENSION OF TERMINATION OF CONTRACT

These conditions apply for the period for which Clinical Privileges are approved unless earlier terminated in accordance with the following provisions;

- (a) Clinical Privileges cease automatically on;
 - i. the expiry or termination of the Medical Contract or any holding over arrangement under it; or
 - ii. if you cease to be registered with AHPRA for whatever reason, and in any such event you will have no claim against the Board;
 - iii. you do not notify the Board of any limitations on your scope of practice as directed by AHPRA, you are not covered by Medical Indemnity or your evidence of continuing professional development is insufficient, as determined by the MAC.
- (b) If the Medical Contract is varied or suspended, your Clinical Privileges may also be similarly varied or suspended.
- (c) You may terminate your services at any time by giving the Board written notice and ensuring appropriate handover of current inpatients to a Medical Practitioner.
- (d) The Board may restrict, make conditional, vary, suspend or terminate your visiting rights if you, amongst other things;
 - i. engage in serious or wilful misconduct; or
 - ii. present a risk to the safety and well-being of Hospice Patients or staff; or
 - iii. otherwise depart from generally accepted standards of Medical practice in your conduct;

The Board may, in addition, take any such steps if you;

- i. fail to comply with this Agreement and do not remedy that failure within a reasonable period of time after receiving written notice from the Board requiring you to do so;
- ii. persistently fail to comply with this Agreement despite written notice from the Board seeking your compliance; or
- iii. are required to give an undertaking to be of good behaviour to, or are reprimanded, fined, restricted in practice, or suspended by the Medical Board of Australia; or
- iv. are convicted of any offence punishable by imprisonment; or
- v. are charged with any offence punishable with imprisonment, in which case the Board may suspend or vary your clinical privileges pending the determination of those charges, if in all the circumstances and taking into account the nature of the charge and the nature of the Medical services you provide, a reasonable person would consider it reasonable for the Board to do so; or
- vi. at the time of signing your Medical contract you fail to disclose to the Board any

material matter which, if known to the Board, may have affected its consideration of your application.

Orientation

Orientation of Medical Practitioners is the responsibility of the Clinical Hospice Manager. Orientation will be completed in a timely fashion.

Communication

Integrated progress notes or appropriate care pathways will be used to communicate all treatment orders and changes in such orders, plus instructions regarding the care of the Patient.

Text messages to the credentialed Medical Practitioners mobile phone may be used to arrange non-urgent prescriptions or communicate non urgent information regarding patient management.

Attendance to Patients

Patients at Hospice will have regular reviews by the admitting Medical Practitioner, as per the assessment performed by the Registered Nurse on duty.

Telephone orders for medications will not exclude the necessity for attendance if the Patients' condition warrants this.

Daily visits for Patients who are not stable is expected.

Admission, Discharge & Transfer of Patients

Patients will be personally reviewed by the nominated Medical Practitioner within 24hrs of admission. A Patient will not be discharged without the full authority of the attending Medical Practitioner in liaison with the Palliative Care Service and the Registered Nurse on duty.

Patients that are to be transferred to another facility will only do so after full liaison between the attending primary Medical Practitioner and the receiving facility, and full documentation of the transfer by the Medical Practitioner and nursing staff.

Medical Records

ACH has an electronic Patient health records and access is allocated to each credentialed Medical Practitioner. The same expectation and standards exists for clear, comprehensive documentation for each patient visit.

Medication and Verbal Orders

A comprehensive medication chart will be completed on admission of the Patient, as per the National Inpatient Medication Chart guidelines. This includes legibility, all fields completed, every order signed. Any necessary changes in the prescription will result in the entire field being scored out by the prescribing Medical Practitioner and a complete new written order.

Verbal orders may be given via telephone to the Registered Nurse on duty, and the order signed within 24 hours as per the Albany Community Hospice Medication Management Policy.

Confidentiality

Strict confidentiality is expected at all times.

Absence

If, for any reason the Medical Practitioner allocated to a Patient is unable to attend, it is expected that a Hospice credentialed replacement from either the same surgery or in agreement with another surgery in Albany, will be nominated to cover the Patients' care until the original admitting Medical Practitioner is able to return to duty.

DECLARATION OF MEDICAL PRACTITIONER

I declare that all the information provided is true and correct, and I agree to comply with the conditions attached to this contract.

Name: _____

Signature: _____ **Date:** _____

Please remember this contract is not binding until the application process has been finalised, approved and accepted by Albany Community Hospice.

ENDORSEMENT BY ALBANY COMMUNITY HOSPICE

The information contained in the application has been reviewed.

The Scope of Practice approved for _____ for a **three-year** period is:

Specialist - General Practitioner

Specialist – Other _____

Vocational Doctor in training **Supervisor:** _____

Please list below any conditions to be enforced in regards to credentialing and/or scope of practice:

Name: _____ **Medical Credentialing Committee Member**

Signature: _____ **Date:** _____