<Insert health service>

COLLABORATIVE ARRANGEMENT

BETWEEN

(NAME - eligible midwife)

AND

<Insert name (s) of the specified Medical Practitioner(s)>

Adapted from Queensland Health’s template for use by health services: Collaborative arrangement between an eligible midwife and specified medical practitioner(s) (2011). This template is available to download in Word format for use by  [Victorian health services at <www.health.vic.gov.au/maternitycar](http://www.health.vic.gov.au/maternitycare)e

This Collaborative Arrangement (the Arrangement) is made on the day of <insert date>

BETWEEN

<insert name of eligible midwife>

AND

< insert name of health service specified medical practitioner(s)>.

PREAMBLE

The National Maternity Services Review (2009) highlighted the need for eligible midwives in private practice to access clinical privileges in public maternity services, to enable women to receive continuity of care by their known midwife in a hospital setting.

PURPOSE

The purpose of this Arrangement is to meet the requirements of the National Health (collaboration arrangements for Midwives) Determination (2010). This Arrangement will provide for collaboration between the Eligible Midwife (EM) and <insert health service> Specified Medical Practitioner/s (SMP).

RECITALS

1. The EM and SMP acknowledge that each party has respective roles and professional obligations with regard to the transfer of pregnant and birthing women to <insert health service>.
2. The EM and SMP wish to work in cooperation to enable the effective and efficient delivery of health services to pregnant and birthing women, by ensuring the EM can continue to provide care when the EM seeks admission for their client to <insert health service>.
3. The EM and SMP agree that this Arrangement does not create any legal relationship between them.
4. Nothing in the Arrangement is intended to affect the obligations that each individual has to maintain the recognised standards as set down by the parties’ respective professional bodies; the Australian Health Practitioner Regulation Agency (AHPRA), the Australian Medical Association (AMA), the Australian College of Midwives (ACM) and the Royal Australian and New Zealand College of Obstetricians and Gynaecologists (RANZCOG).

THE PARTIES TO THIS ARRANGEMENT AGREE AS FOLLOWS:

* 1. DEFINITIONS

1.1 In this Arrangement the following definitions apply: “Arrangement” means this Collaborative Arrangement.

“Associated staff” means Registrars and principal house officers in obstetrics and gynaecology.

“Australian College of Midwives’ (ACM) National midwifery guidelines for consultation and referral” and the “Australian and New Zealand College of Obstetricians and Gynaecologists (RANZCOG) College Statement: C-Obs 30 Maternal suitability for models of care, and indications for referral within and between models of care” means the current publications of the ACM National Guidelines for Consultation and Referral and/or the RANZCOG Maternity suitability and indications for referral statement C-Obs 30 are to be used by maternity health practitioners to guide consultation, referral and transfer of an EM client to an obstetric SMP.

“Client” means the pregnant woman and/or neonate.

“Collaboration” means ‘a dynamic process of facilitating communication, trust and pathways that enable health professionals to provide safe, women-centred care. Collaborative maternity care enables women to be active participants in their care.’ (National Guidance on Collaborative maternity Care, NHMRC 2010)

“Consultation” means when a midwife recommends the client consult a medical practitioner because a variance from normal care has been identified, or where the client requests another opinion of a health care provider.

“Eligible Midwife (EM)” means a self-employed registered midwife who has fulfilled the requirements for eligibility and has been provided with a scope of practice and private practice admitting rights at

<insert health service> to deliver private midwifery services.

National Health (collaboration arrangements for Midwives) Determination (2010) means the determination outlining the collaborative arrangements required for midwives.

Director Medical/Obstetric Services <insert health service> means the person with operational responsibility for medical services at <insert health service>.

“Parties” mean the signatories to this Arrangement.

“Pregnancy Health Record” means the current Victorian Department of Health Victorian Maternity Record (VMR) or health service equivalent.

“Referral” means when the EM identifies a variance from normal care that requires medical specialist assessment and collaboration.

“Specified Medical Practitioner (SMP)” means a specified medical practitioner, authorised by

<insert health service> to participate in collaborative arrangements.

“Transfer” means when primary care is transferred, permanently or temporarily, from an EM to a specified medical practitioner. The Specified medical practitioner assumes full responsibility during the period the SMP is the lead carer.

* 1. COMMENCEMENT AND DURATION
		1. This Arrangement will commence on the date to be agreed.
	2. GUIDING PRINCIPLES
		1. The parties agree that this Arrangement is based on mutual respect, cooperation and shared principles to ensure that clients of the EM are provided with safe maternity care, with the expectation of a birth within the <insert health service>.
		2. The parties acknowledge that the shared principles that underlie the Arrangement are agreed as:
1. care is women centred
2. care is provided within a cooperative, collaborative and efficient framework
3. all communications between individuals is courteous, respectful, culturally sensitive and professional
4. there is transparency across all care provided to the clients of the EM.

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* + 1. The parties acknowledge that the SMP does not endorse the practise of home births and nothing in this agreement endorses the practise of home births.
	1. COOPERATIVE ARRANGEMENTS
		1. In a spirit of cooperation between the EM and SMP(s), the parties agree to do the following:
1. continue to improve knowledge, skills, attitudes and values of the respective staff of both parties in relation to birthing services
2. document maternity care on the Victorian Maternity Record (or health service equivalent).
	1. RESPONSIBILITIES OF THE PARTIES
		1. The responsibilities of the EM are to:
3. ensure all legislative or other professional requirements which the EM is required to be meet are met. This includes maintaining national registration, adequate private indemnity insurance and having a Medicare provider number at all times
4. practise at all times in accordance with the Australian College of Midwives’ (ACM) National midwifery guidelines for consultation and referral and/or the RANZCOG Maternity suitability and indications for referral statement C-Obs 30, and/or local health service policy
5. ensure that the care provided to the pregnant client during pregnancy, labour, birth and the postpartum period accords to the agreed standards of the midwifery profession and/or local health service policy
6. liaise with the SMP using the principles outlined in the National Health and Medical Research Council (NHMRC) Collaborative guidelines (2010) and/or local health service policy
7. ensure all relevant documentation relating to the client’s care is provided to the SMP and other staff when clinically indicated or at any time when it is required by the SMP or other staff for the care of the client
8. acknowledge and understand that this carer collaborative agreement will not apply when the SMP provides the advice to the EM as specified in 5.2(g)
9. ensure that any alternative midwife who is providing back-up to the EM has signed a Collaborative Agreement with SMP(s) from <insert health service>
10. abide by relevant <insert health service> policies, procedures and Code of Conduct while in attendance at <insert health service>
11. ensure that when the care required is a variance from normal care that consultation occurs in accordance with the ACM National midwifery guidelines for consultation and referral and/or local health service policy in a timely manner
12. ensure that when the care required is a variance from normal care that the appropriate referral of a client to an SMP occurs in accordance with the ACM National midwifery guidelines for consultation and referral and/or local health service policy in a timely manner
13. ensure that when the care required is a variance from normal care that the transfer of a client’s care to an SMP directly or via associated staff occurs in accordance with the ACM National midwifery guidelines for consultation and referral and/or local health service policy

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1. work in partnership with SMP(s) and associated staff when recommendation is to temporarily or permanently transfer a patient’s care to an SMP consistent with ACM National midwifery guidelines for consultation and referral and/or local health service policy
2. m) understand that when the care is transferred from primary to secondary care responsibility for care will transfer to the SMP and ongoing midwifery care may be provided by the EM, provided the woman remains admitted as a private patient
3. understand that in the event of the woman requiring a change of admission status from private to public the EM will not be able to provide further midwifery care
4. provide supportive education for health professionals and students working in <insert health service> if and when requested by the <insert health service>
5. collaborate with <insert health service> staff when dealing with complaints about client care or the operation of this Agreement.

5.2 The responsibilities of the SMP(s) are to:

1. acknowledge the accepted standards of midwifery care as defined by the ACM National Guidelines for Consultation and Referral and/or the RANZCOG Maternity suitability and indications for referral statement C-Obs 30
2. engage in a timely manner with the EM when consulted to provide medical advice
3. engage in a timely manner with the EM when asked to accept a referral
4. facilitate the transfer of a client’s care when the care required is a variance from normal care
5. consider the continuation of midwifery care being provided by the EM if the client’s care is temporarily or permanently transferred
6. attend case conferencing with the EM as agreed and scheduled or arrange a proxy of another SMP.
7. promptly advise the EM and Director of Medical/Obstetric Services in a case where the SMP disagrees with any client being cared for under this agreement
8. ensure any alternative SMP providing back-up to the SMP has signed a collaborative agreement with the EM.
	1. EXCHANGE OF INFORMATION
		1. The parties acknowledge that exchanges of information in relation to this process may involve information that is confidential and/or subject to privacy laws. The parties acknowledge that they are bound by their respective confidentiality and privacy laws or obligations.
		2. The parties agree to:
9. ensure security measures are in place to protect any information provided by the other party from unauthorised access, use or disclosure
10. restrict any person from accessing or using information, unless that person is legally authorised to do so
11. recognise and observe the confidentiality of information and agree that the collection, release and use of information will comply, so far as they apply to the relevant party, with all applicable <insert health service> policy and legislative requirements
12. comply with any other reasonable confidentiality restrictions agreed between the parties in respect of the handling or disclosure of information.

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* 1. VARIATION AND REVIEW
		1. This Arrangement may be varied by agreement between the parties in writing. Any proposed alterations shall be raised and addressed through the EM and the Executive Director of the <insert health service>.
		2. The parties agree that this Arrangement will be reviewed within 12 months of the date of its taking effect, and thereafter annually on the anniversary of the initial review, or at such other time as may be agreed between the parties.
	2. TERMINATION
		1. Either party may terminate this Arrangement by giving the other party 21 days prior notice in writing of its intention to terminate.
		2. Where this Arrangement is terminated under Clause 8.1, the parties agree to provide all reasonable assistance and cooperation necessary to ensure a smooth transition to a new working arrangement.
	3. DISPUTE RESOLUTION
		1. For any matter in relation to this Arrangement that may be in dispute, the parties:
1. will attempt to resolve the matter at the workplace level between the EM and the Executive Director of the <insert health service>.
2. agree that, if the matter is not resolved at the workplace level, the matter will be referred to CEO

<insert health service> for resolution

1. agree that, during the time when the parties attempt to resolve the matter, the parties continue to comply with the Arrangement.
	1. NOTICES
		1. Any notice or communication given under clauses 7 or 8 of this Arrangement must be delivered, sent by registered post, sent by ordinary prepaid post or sent by facsimile to the addressee’s address or facsimile number (as the case may be) notified by the addressee from time to time.
		2. A notice or communication given under or about this Arrangement is taken to be received (as the case may be):
2. if delivered personally, on the business day it is delivered
3. if sent by registered post, the date the notice is signed for
4. if sent by ordinary prepaid post, three business days after posting
5. if sent by facsimile, when the sender receives confirmation that the facsimile has been transmitted in its entirety to the addressee’s facsimile number

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* + 1. Unless otherwise advised in writing, addresses for each party being:

Party A: Address:

Party B: Address:

SIGNED

For and on behalf of Eligible Midwife in the presence of:

Name: Signature:

Date:

Signature of Witness Name and Date

For and on behalf of Specified Medical Practitioner in the presence of:

Specified Medical Practitioners:

Name: Signature:

Date:

Name: Signature:

Date:

Name: Signature:

Date:

Name: Signature:

Date:

Name: Signature:

Date:

Signature of Witness Name and Date

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