**Access Agreement for Attending Medical or Nurse Practitioner providing**

**Assisted Dying Services at Taranaki Base or Hawera Hospitals**

**Date:**

**Practitioner’s name:**

**Address:**

**Contact details:**

**Cell Phone:**

**Email:**

**Professional qualifications:**

Currently employed by Taranaki District Health Board? Yes / No

The Practitioner must attach to this access agreement:

(a) the names and addresses of two referees who verify the identity of the Practitioner;

(b) a copy of their current annual practising certificate; and

(c) confirmation of their medical indemnity protection coverage.

**The Practitioner confirms that:**

* All the information provided above is true and correct and agrees to be bound by the terms and conditions of this access agreement.

The information provided in this access agreement is collected for the purpose of issuing and maintaining the agreement and will not be used for any other purpose.

Practitioner’s signature:

Signed for and on behalf of Taranaki District Health Board (TDHB):

**Terms and conditions of access to Taranaki Base and Hawera Hospitals for Private Practitioners**

**1 Purpose**

(1) The Practitioner requires access to Taranaki Base or Hawera Hospitals (**the Hospitals**) to provide assisted dying services pursuant to the End of Life Choice Act 2019 (**the Act**).

(2) This access agreement provides the Practitioner with access to the Hospitals for the purpose of providing assisted dying services as specified in the service specifications for those services issued by the Ministry of Health.

**2 Clinical safety**

Assisted dying services will be provided in a clinically safe manner and in accordance with TDHB’s policies, both administrative and clinical, and its values. All relevant policies and a statement of TDHB’s values will be made available to the Practitioner.

**3 Cultural safety**

Assisted dying services will be provided in a manner that recognises cultural differences and is sensitive to cultural traditions, protocols and customs, in particular those of Māori.

**4 Access to Hospitals**

(1) TDHB shall provide the Practitioner with an orientation to its facility at a time mutually agreeable to both parties.

(2) TDHB has obligations under the Health and Safety at Work Act 2015 to secure the health and safety of workers within its workplaces. The Practitioner must observe all relevant health and safety and security requirements notified to the Practitioner by TDHB.

(3) The Practitioner will wear an identification card approved by TDHB visibly affixed to his/her clothing at all times, while in the Hospitals.

**5 Relationship between TDHB and the Practitioner**

(1) The Practitioner is fully responsible and accountable for his/her professional practice.

(2) The Practitioner will explain to the patient the relationship between him/her and TDHB is that of an independent practitioner in respect to assisted dying services; the relationship between TDHB and the Practitioner is not to be construed as one of employment or a contract for service by the Practitioner.

**6 Qualifications**

(1) The Practitioner is, and shall at all times be, a health practitioner who registered with the Medical Council of New Zealand and has a current practising certificate, or is registered with the Nursing Council of New Zealand as a practitioner of the profession of nursing and whose scope of practice permits the performance of nurse practitioner functions and in both cases holds an annual practising certificate.

(2) The Practitioner will inform the facilities of any change in their practising status or any conditions attached to their annual practising certificate.

(3) The Practitioner will maintain registration with SCENZ Group, being the body established under s25 of the Act, as a medical practitioner willing to act for the purposes of the Act.

(4) The Practitioner will undergo any credentialing specified by the SCENZ Group for practitioners providing assisted dying services.

(5) The Practitioner will provide any information regarding his/her training and qualifications, experience and practice as is reasonably required by TDHB.

(6) The Practitioner agrees to notify TDHB immediately if he/she is subject to a competence review, complaint or other process that may reflect upon their ability to provide assisted dying services. This will include any complaint made to the Health and Disability Commissioner or to any other agency or statutory body in relation to or arising out of assisted dying services provided by the Practitioner.

**7 Practitioner Compliance with Statutes and Regulations**

(1) The Practitioner must ensure the Act and other regulatory, legal and professional requirements that apply to assisted dying services are complied with.

(2) The Practitioner shall provide assisted dying services:

(a) with all reasonable care, skill and diligence;

(b) in accordance with best clinical practice;

(c) in accordance with legal, professional and ethical standards; and

(d) in accordance with all applicable regulatory and statutory requirements, in particular those specified by SCENZ Group pursuant to s20 and s25(g) of the Act in respect to the administration of medication.

**8 Indemnity Protection and Indemnity**

(1) The Practitioner shall maintain appropriate professional indemnity protection at all times during the term of this agreement.

(2) The Practitioner indemnifies TDHB against any and all claims or complaints made against TDHB that arise from or are in respect of the assisted dying services provided by the Practitioner and are attributable in whole or in part to any act or omission of the Practitioner.

**9 Administrative Requirements**

(1) The Practitioner will meet any reasonable administrative requirements of TDHB to the extent necessary to enable to the parties to co-ordinate services.

(2) TDHB shall facilitate the Practitioner's compliance with its administrative requirements.

(3) The Practitioner shall notify TDHB of any changes in his/her contact details.

**10 Complaints Management**

(1) Where a complaint is made in respect to the assisted dying service, the party receiving the complaint will advise the family of the appropriate avenues for complaint.

(2) If the Practitioner and TDHB both have responsibilities in respect of the service complained about then the party who receives the complaint shall discuss the issue with the other party.

(3) If there is:

(a) a material, or a repeated breach after notice, of a term or terms of this access agreement;

(b) performance concerns relating to the Practitioner’s clinical practice;

(c) behavioural issues which would on the face of the concern expressed, be considered to risk damage to the reputation of TDHB or the Practitioner, or result from alleged criminal behaviour, or health and safety concerns for staff and patients (together “**serious concerns**”), TDHB shall investigate fairly, thoroughly and as quickly as reasonably possible those serious concerns, following a fair and reasonable process and recognising the right to natural justice of the Practitioner.

(5) Pending the results of the investigation of serious concerns, TDHB’s Chief Medical Advisor may impose restrictions on the Practitioner’s clinical practice at TDHB’s Hospitals, including suspending the Practitioner’s access to them. Reasons for any restrictions or for suspension are to be provided to the Practitioner by TDHB immediately.

(4) TDHB shall have no liability for pecuniary harm to the Practitioner as a consequence of these investigations and any restriction to practice that may occur.

**11 Term**

(1) This agreement is continuous while the Act is in force, subject to an annual sighting of the Practitioner’s annual practising certificate and indemnity protection insurance.

(2) The Practitioner may terminate this access agreement by giving written notice to TDHB.