**LICENSING AGREEMENT**

**BETWEEN**

**EAST METROPOLITAN HEALTH SERVICE**

**NORTH METROPOLITAN HEALTH SERVICE**

**SOUTH METROPOLITAN HEALTH SERVICE**

**WA COUNTRY HEALTH SERVICE**

**AND**

**Insert name of Endorsed Eligible Privately Practising Midwife**

**TO USE SPECIFIED FACILITIES & EQUIPMENT**

TABLE OF CONTENTS

1. INTERPRETATION 1

2. TERM 3

3. FEE 3

4. GOODS AND SERVICES TAX (GST) 3

5. PERMITTED USE 4

6. ACCESS TO PREMISES AND FACILITIES 5

7. POWER AND TELEPHONE 6

8. COSTS AND EXPENSES 6

9. LICENSEE’S OBLIGATIONS 6

10 BOARD’S OBLIGATIONS 7

11. SUSPENSION AND TERMINATION OF THE AGREEMENT 8

12. DISPUTE RESOLUTION 9

13. NO ESTATE OR INTEREST CREATED OR CONFERRED 9

14. INSURANCES 9

15. INDEMNITY 10

15A LIMITATION OF LIABILITY 10

16. VARIATION 10

17. SEVERABILITY 10

18. CONFIDENTIALITY 10

19. SURVIVAL 11

20. NO PROPRIETARY INTERESTS 11

21. WAIVER 11

22. COSTS 11

23. GOVERNING LAW 11

24. NOTICES 11

25. ENTIRE AGREEMENT 12

26. ASSIGNMENT AND SUBCONTRACTING 12

28. SCHEDULE 1 13

**29. SCHEDULE 2 14**

**LICENSING AGREEMENT**

This **LICENSING** **AGREEMENT** is made this day of 20

**Between**

1. **EAST METROPOLITAN HEALTH SERVICE** (ABN11 297 417 435)of Level 2, Ferguson Block, 197 Wellington Street, Perth, WA 6000

**NORTH METROPOLITAN HEALTH SERVICE** (ABN61 282 636 952)of T Block, Queen Elizabeth II Medical Centre, Verdun Street, Nedlands, WA 6009

**SOUTH METROPOLITAN HEALTH SERVICE** (ABN92 264 056 442)of Administration Building, 14 Barry Marshall Parade, Murdoch, WA 6150

**WA COUNTRY HEALTH SERVICE** (ABN13 993 250 709)of 189 Wellington Street, Perth, WA 6000

(collectively referred to as “the Boards”)

**and**

1. **INSERT NAME OF ENDORSED ELIGIBLE MIDWIFE** of Insert private practitoner contact address (not a PO Box address) in the State of insert State) ("the Licensee").

RECITALS

1. The object of this agreement is to ensure Endorsed Eligible Midwives have access to specified equipment and facilities for the purpose of providing midwifery care to their private Clients.
2. The Boards and the Licensee have agreed to set out their respective rights and obligations in this agreement.
3. It is the intention of the parties that entry into this agreement should not hinder the Boards in their provision of efficient and high quality hospital and health services.

THE PARTIES AGREE AS FOLLOWS:

# 1. INTERPRETATION

## 1.1 In this Agreement, unless the context otherwise requires or the contrary intention appears, the following definitions apply:

**“Agreement”** means this licensing agreement and the Schedules to it.

**“Antenatal”** means the period from when a pregnant woman engages the Licensee until birth of the infant.

**“Board”** means the East Metropolitan Health Service or the North Metropolitan Health Service or the South Metropolitan Health Service or the WA Country Health Service as the context indicates.

**“Boards”** means collectively the East Metropolitan Health Service, the North Metropolitan Health Service, the South Metropolitan Health Service and the WA Country Health Service

**“Client”** means a woman with whom the Licensee has entered into an arrangement whereby the Licensee will provide maternity services to a woman on a fee paying basis.

**“Collaborative Arrangement”** means a collaborative arrangement consistent with the terms specified in the *National Health (Collaborative Arrangements for Midwives) Amendment Determination 2013* (Cth)

**“Commencement Date”** means the date of execution of the Agreement by the parties and if not executed by the parties on the same date, means the date when the last party to sign the Agreement signs it.

**“Endorsed Eligible Midwife”** means a midwife in private practice who has met the requirements of the *Registration Standard for Eligible Midwives* developed by the NMBA and has been noted on the Register of Midwives as an eligible midwife.

**Service Provider”** means the public hospital or private hospital that provides contracted public services specified in schedule 1.

**“NMBA”** means the Nursing and Midwifery Board of Australia.

**“Midwife Professional Indemnity Cover”** has the meaning given to that term in section 5 of the *Midwife Professional Indemnity (Commonwealth Contribution) Scheme Act 2010* (Cth).

**“Minister”** means the Minister for Health for the State of Western Australia .

**“Postnatal”** means the period from completed birth, up to and including six weeks following the birth of the infant.

**“Premises”** means the room/s or physical areas that the Licensee shall be occupying as specified in Schedule 1, and includes any equipment also specified in Schedule 1.

**“Scope of Practice”** means the provision of a range of midwifery services as determined by the Credentialing and Scope of Practice Committee for WA Health.

**“Visiting Rights”** means the approval to provide a Scope of Practice granted by the Credentialing and Scope of Practice Committee for WA Health.

**“WA Health”** means the Department of Health, the five (5) Boards and the legal entity known as Health Support Services.

## Headings are for convenience only and do not affect interpretation.

## The singular includes the plural and vice versa.

## Words denoting a given gender include all other genders.

## 1.5 Where a word or phrase is given a particular meaning in the Agreement, other parts of speech and grammatical form of that word or phrase have a corresponding meaning.

## 1.6 A reference to a person includes a reference to a corporation and other entities recognised by law.

## 1.7 A reference to a Schedule bearing a number is a reference to a Schedule to this Agreement that is identified by that number.

## 1.8 In the case of any inconsistency between a Schedule and a clause, the provisions of the clause will prevail to the extent of any inconsistency.

## 1.9 A reference to this Agreement or to any other agreement or document includes respectively this Agreement or that other agreement or document as amended, novated, supplemented, varied or replaced from time to time.

## 1.10 References to any statutes, regulations, ordinances or by‑laws include all amendments, consolidations or replacements of those statutes, regulations, ordinances or by‑laws.

## 1.11 A reference to any government department or entity or other authority, association or body, whether statutory or otherwise, shall in the event of any such department, entity, authority, association or body ceasing to exist or being reconstituted, renamed or replaced or its powers or functions being transferred to any other department, entity, authority, association or body, be deemed to refer respectively to the department, entity, authority, association or body established or constituted in its place and succeeding, or as nearly as may be, to its powers or functions thereof.

## 1.12 If a party consists of more than one person, this Agreement binds them jointly and each of them individually.

## 1.13 Where under or pursuant to this Agreement the last day of a period of time prescribed or allowed for doing an act falls on a day which is a Saturday, Sunday or public holiday in Western Australia, the act may be done on the first day following that day which is not a Saturday, Sunday or public holiday in Western Australia.

1.14 health services providing contracted public services are required to comply with their organisation’s by-laws/facility rules pursuant to clause 10.1.

1.15 If the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow.

# TERM

This Agreement will commence on the Commencement Date and will continue for a period of three years unless it is terminated or determined pursuant to clause 11 of this Agreement.

# FEE

## 3.1 The Licensee must pay the amount specified in Schedule 1, for the term of this Agreement.

## 3.2 The Board must provide the Licensee with a tax invoice for the fee specified in Schedule 1.

## 3.3 The Licensee must pay each tax invoice within 14 days of receipt.

# GOODS AND SERVICES TAX (GST)

## 4.1 For the purposes of this clause:

### “GST” means the goods and services tax which results from the enactment of the GST Acts.

### “GST Acts” means *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) and the related Acts.

## 4.2 The parties acknowledge that GST may be payable on the supply of goods and/or services under this Agreement.

## 4.3 Where GST is payable upon any supply of goods and/or services under this Agreement the fee payable by the Licensee to the Board for the supply shall be adjusted in accordance with clauses 4.4 and 4.5.

## 4.4 Subject to the Board issuing a valid GST tax invoice, the fee payable by the Licensee to the Board for the supply shall be increased by the amount equal to that which the Board is obliged to remit as GST on the supply.

## 4.5 If it is determined on reasonable grounds that the amount of GST collected from the Licensee under this clause 4 differs, for any reason, from the amount of GST paid or payable by the Board, including by reason of:

#### i. any amendment to the GST Acts; or

### ii. the issue of a ruling or advice by the Commissioner of Taxation,

### the Licensee shall be entitled to a refund of the additional amount, if any, collected from the Licensee, or shall be required to immediately pay any shortfall to the Board.

# PERMITTED USE

## 5.1 The Licensee may use the Premises for the purposes of delivering maternity services to her Clients during the period of Antenatal care, labour and childbirth and Postnatal care, providing that the Licensee:

## Has completed the requirements to be credentialed by Service Providers.

ii Is entitled to the endorsement under section 96 of the Health Practitioner Regulation National Law (WA) Act 2010 and be able to demonstrate the requirements to meet the endorsement.

5.2 The Licensee will advise the Board within 24 hours of:

**Generally**

1. any changes to her Visiting Rights, or her status as an eligible midwife;
2. if any conditions are attached to her registration with the NMBA;
3. any investigation by the NMBA; and
4. her Visiting Rights at another Service Providers are restricted, made conditional, varied, suspended or withdrawn,

**Other circumstances**

and in respect of any Client of the Licensee treated by Service Provider any:

1. adverse incidents;
2. verbal or written complaints received;
3. requests by the Coroner for medical reports;
4. threats of legal action or any writ, subpoena or summons received;
5. matters that you would be obliged to inform your professional indemnity fund organisation or insurer; and
6. referrals to the NMBA, Australian Health Practitioner Regulation Agency (“AHPRA”) or any such similar bodies.

5.3 The Licensee will take all reasonable steps to assist the Board in inquiring into any matter that arises in connection with the provision of services by the Licensee at the hospital or health service.

5.4 The Licensee will provide maternity services pursuant to clause 5.1 and Schedule 2 of this Agreement.

## 5.5 The Licensee may not use the Premises for the provision of care to patients that are classified as public patients nor suggest or otherwise hold out that the fees of the Licensee for providing the service will be paid by the Service Provider, WA Health or the State of Western Australia.

## 5.6 The Licensee must not carry on, or permit or suffer to be carried on, in or on the Premises, any illegal occupation, activity or calling, or to do, cause, permit, or suffer on or in the Premises anything which may be or become a nuisance, annoyance, danger or cause damage to the Premises, the health services in which the Premises are located, or to any employees, agents, or invitees of the health service.

## 5.7 The Licensee must not alter or add to the structure, fittings, facilities or equipment of the Premises or perform any work affecting the Premises or the services supplied to the Premises (such as air-conditioning and electricity).

# ACCESS TO PREMISES AND FACILITIES

6.1 The Board grants the Licensee, her employees, her agents, her Clients and her invitees’ non-exclusive access to and use of:

### the Premises;

### any general-use amenities within the hospital or health care facility in which the Premises are located, such as toilets, lunch facilities, common rooms; and

### the roads, walkways and paths necessary to enter and exit the Premises.

## 6.2 The provision of the Premises being made available for use by the Licensee shall be conditional upon the following:

### the Licensee must always inform patients of their right to choose to be treated publicly or privately;

### the Licensee will be responsible for billing and other arrangements associated with the business, operation and administration of the Licensee’s practice and shall not use any administrative supplies, staff or resources of WA Health in doing so;

### where the Licensee requires other staff of the health service to provide assistance to the Licensee, such as in an emergency, this must occur without cost to the hospital/health service or loss of service to public patients;

### the Licensee is not granted an exclusive right to occupy and use the Premises and any employee, agent or manager of the Service Provider may enter the Premises as reasonably necessary for the proper provision of health services within the health service provided however that upon such entry the person shall do so causing a minimum of disruption to the Licensee and shall, where reasonably possible, do so outside of the hours the Licensee is using the Premises;

### the Board may refuse admission to, or cause to be removed from the Premises, any person whose behaviour is, in the opinion of the Board, objectionable, improper or undesirable; and

### the Board does not warrant or represent that the Premises, facilities or equipment will be adequate or fit for the purposes of the Licensee. The Licensee acknowledges that it has had the opportunity to inspect the Premises and the equipment supplied with the Premises (if any).

## 6.3 The Licensee will maintain and complete in a proper and timely manner an appropriate pregnancy health record for each Client, and will provide a copy of that record to the Service Provider when the Client is admitted to the health service. Whilst the Client is a private inpatient, the Licensee will maintain the hospital record and the hospital will provide a copy to the Licensee. In the event the Client’s status is changed and she becomes a public patient, the hospital will provide a copy of its record to the Licensee when the Client is discharged from the hospital/health service.

## 

## 6.4 The Licensee uses the areas described in clause 6.1 at her own risk.

6.5 The Licensee must comply with all security procedures notified by the Service Provider.

# 7. POWER AND TELEPHONE

All reasonable telephone and electricity usage costs are incorporated in the fee specified in Schedule 1.

# 8. COSTS AND EXPENSES

The Licensee must pay all costs, expenses and outgoings incurred in operating the Licensee’s private practice from the Premises including those services provided at the Premises.

# 9. LICENSEE’S OBLIGATIONS

## 9.1 The Licensee must:

### keep the Premises in good and substantial repair (subject to fair wear and tear) and make good any damage caused by the Licensee, her employees, agents, Clients and invitees;

### keep the Premises, fixtures, fittings and installations in a clean and tidy condition;

### keep the Premises free from litter or accumulation of rubbish;

### use the Premises and any fixtures, fittings and installations in the Premises in a safe and proper manner;

### use any equipment in the Premises with a standard of due care and skill required of the ordinary skilled person exercising and professing to have the skill to use or operate the equipment;

### observe all security and evacuation procedures applicable to the Premises;

### comply with the Boards reasonable directions in relation to the Premises;

### obtain, at her expense and if required, produce evidence of, all permits, licences and consents related to her use of the Premises;

### ensure that there is no smoking in the Premises;

### ensure that all keys and passes relating to access to and security of the Premises given to the Licensee are not copies or duplicated and are returned to the Service Provider at the end of the term of the Agreement or on termination the Agreement;

### ensure that the Licensee and all agents wear identification badges when on the Premises and return the same to the Service Provider at the end of the term;

### notify the Board immediately if the Licensee becomes aware of any damage or loss to the Premises, the facilities, the equipment or any injury to any person in the Premises;

### properly supervise any persons under the direction or control of the Licensee; and

### must comply with any relevant policies, procedures, workplace instructions and standards of the Service Provider, WA Health Department and the NMBA.

## 9.2 In addition to the general maintenance obligations contained in clause 9.1, the Licensee must immediately inform the Nursing and/or Midwifery Director of the hospital/health service of any damage to or defect in any equipment located in the Premises and must ensure that the Licensee’s use of such equipment is exercised using a standard of due care and skill required of the ordinary skilled person exercising and professing to have the skill to use and operate the equipment.

## 9.3 If any equipment in the Premises requires substantial repair or replacement, the Board is under no obligation to repair or replace such equipment, and such equipment shall be deemed deleted from the definition of Premises in this Agreement.

# BOARD’S OBLIGATIONS

The Board will ensure that:

* 1. The licensee is afforded a Collaborative Arrangement with the Service Provider
  2. the Service Provider makes available all relevant Hospital policies, procedures, protocols and standards for use by the Licensee;
  3. the hospital/health service provides to the Licensee an orientation, equivalent to that provided to midwives who are employees of the hospital/health service, on the hospital layout, systems, policies and processes; and
  4. assistance to the Licensee from staff of the health service is provided as specified in clause 6.2.iii and Schedule 2.

# SUSPENSION AND TERMINATION OF THE AGREEMENT

## 11.1 Either party may terminate this Agreement by giving three months’ written notice to the other party.

## 11.2 This agreement will cease automatically if:

### In the absence of written agreement or other agreed arrangements, the Licensee ceases to have current, appropriate and adequate professional indemnity insurance, as the case may be; or

### The Licensee ceases to be registered with the Nursing and Midwifery Board of Australia for whatever reason.

## 11.3 (a) The Board may suspend or terminate this licence if any of the following events occur or come to light, including:

i the Licensee presents a risk to the safety and wellbeing of her Clients or other hospital patients or staff; or

ii the Licensee departs from generally accepted standards of midwifery practice in her conduct; or

iii the Licensee fails to comply with the terms and conditions of this Licence and does not remedy that failure within the a reasonable period of time after receiving written notice from the Board requiring her to do so; or

iv the Licensee is required to give an undertaking to be of good behaviour to, or is reprimanded, fined, restricted in practice, or suspended by the NMBA or AHPRA or any equivalent body; or

v the Licensee is convicted of any offence punishable by imprisonment; or

vi the Licensee is charged with any offence punishable with imprisonment, in which case the Board may suspend or terminate the Licence pending determination of those charges if in all the circumstances and taking into account the nature of the charge a reasonable person would consider it reasonable to do so; or

vii if at the time of applying for the Licence, the Licensee failed to disclose to the Board any material which, if known to the Board at that time, may have resulted in the Board determining not to enter into an Agreement with the Licensee.

11.3 (b) The Board will provide the Licensee with written notice of any action taken pursuant to clause 11.3(a) and will provide reasons for the action.

## 11.4 Immediately upon termination of this Agreement, the Licensee must remove all property of the Licensee, her employees, agents, clients and invitees from the Premises and leave the Premises in the condition required by clause 9.1.

## 11.5 Termination of this Agreement will be without prejudice to such other accrued rights that either party may have against the other.

# DISPUTE RESOLUTION

## 12.1 The parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:

### the party claiming that there is a dispute will send the other party a notice setting out the nature of the dispute;

### the Licensee will directly negotiate with the Director of Nursing and Midwifery of the hospital/health service in an effort to resolve the dispute;

### if there is no resolution to the dispute within 7 days of the commencement of negotiations, pursuant to clause 12.1(ii), or such other time as agreed by the parties, the Licensee will directly negotiate with the Executive Director of the hospital/health service;

### if there is no resolution of the dispute within 7 days of the commencement of negotiations with the Executive Director, or such other time as agreed by the parties, a mediator may be appointed to assist in the resolution of the dispute;

### any mediator will be appointed by agreement of the parties or failing upon agreement upon nomination of the NMBA;

### any fees of the mediation will be shared equally between the parties; and

### if the dispute is not resolved, the parties may agree alternative dispute resolution processes including arbitration or in their discretion exercise their legal rights to take no further action to resolve the dispute.

## 12.2 Despite the existence of a dispute, the parties will (unless requested in writing by the other party not to do so) continue to perform their obligations under this Agreement.

# NO ESTATE OR INTEREST CREATED OR CONFERRED

## 13.1 The rights conferred by this Agreement shall rest in contract only and shall not be construed as creating or conferring a tenancy, an estate or an interest in, on or over the Premises in favour of the Licensee.

### 13.2 The Licensee is an independent contractor and nothing in this Agreement may be construed to make the Licensee an employee or an agent of the Service Provider. The Licensee must not represent that she is an employee or an agent of the Service Provider.

# INSURANCES

## 14.1 The Licensee must have and maintain for the duration of this Agreement workers’ compensation insurance in relation to her private practice as required by law.

### 14.2 The Licensee must maintain a public liability insurance policy naming both the Board and the Licensee as insured for a sum of not less than Twenty Million Dollars ($20,000,000) arising from any one event in respect of accidental death, accidental bodily injury to persons, or accidental damage to property.

### 14.3 The Licensee shall provide proof that she has Midwife Professional Indemnity Cover.

## 14.4 Within seven days of receiving a request to do so from the Board, the Licensee will provide evidence to the satisfaction of the Board of the insurances effected and maintained for the purposes of this clause.

# INDEMNITY

## 15.1 The Licensee:

### indemnifies and holds harmless; and

### releases and discharges,

the State of Western Australia, the Minister, WA Health, their respective officers, employees, and agents (collectively referred to as “the indemnified”) from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses, which may be made or brought by any person against the indemnified, or which the indemnified may pay, sustain, or be put to by reason of, or in the consequence of or in connection with:

### the use and occupation of the Premises by the Licensee, other than to any extent as a result of a negligent act of the indemnified;

### an act or omission of the Licensee; or

### a breach by the Licensee of this Agreement.

## 15.2 The Licensee shall indemnify the Board against any liability for loss or damage to goods or equipment which is the property of the Licensee.

## 

# 15A LIMITATION OF LIABILITY

To the greatest extent permitted by law, all express and implied terms, conditions and warranties which otherwise might apply to, or arise out of, this Agreement are excluded other than:

### as provided in this Agreement; and

### terms, conditions and warranties which by law cannot lawfully be excluded or modified by agreement, including those under Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* and corresponding provisions of state legislation.

# VARIATION

### This Agreement may be varied at any time by an agreement in writing executed by both parties.

# SEVERABILITY

### If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain in full force apart from the invalid provision which shall be deemed deleted.

# CONFIDENTIALITY

## 18.1 The parties must not, except as expressly authorised by the other party or required by law, reveal to any other person any of the confidential operations, dealings or affairs of the other which may come to their knowledge through the carrying out of this Agreement.

## 18.2 The parties must not use or attempt to use any information or knowledge referred to in subclause 18.1 in any manner which may injure or cause loss either directly or indirectly to the other.

## 18.3 Notwithstanding the provisions of clause 18.1, the parties may disclose details of this Agreement to their solicitors, auditors, insurers or accountants for the purposes of obtaining advice. Disclosure to government entities to satisfy mandatory requirements is acknowledged and agreed. The Licensee acknowledges that the Board may make disclosure to a State government department or government owned or controlled corporation or to comply with a direction by a Western Australia government minister or a Western Australia government requirement or policy.

## 18.4 The parties acknowledge and agree that either party may disclose publicly the fact that it has entered into this Agreement and the general details of this Agreement.

# SURVIVAL

Clauses 11, 12, 13, 14, 15, 15A, 18 and 20 will survive termination or expiration of this Agreement.

# NO PROPRIETARY INTERESTS

All liabilities incurred by the Licensee in providing and/or performing the private practice shall remain liabilities of the Licensee and none of those liabilities shall attach to the Board.

# WAIVER

No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party. The failure of the Board to enforce at any time any clause of this Agreement will in no way be interpreted as a waiver of such clause. The waiver by the Board in respect of any breach of a clause of this Agreement by the Licensee will not be deemed to be a waiver in respect of any other clause or of any subsequent breach of that clause.

# COSTS

Each party must pay their own costs of and incidental to the negotiation, preparation and execution of this Agreement.

# GOVERNING LAW

This Agreement will be governed by and construed according to the law of the State of Western Australia and the parties agree to submit to the jurisdiction of the Courts of the State of Western Australia.

# 

# NOTICES

## 24.1 Any notice or communication given under or about this Agreement must be:

### in writing; and

### delivered by hand, sent by ordinary prepaid post, sent by electronic mail or sent by facsimile to the addressee’s address or facsimile number (as the case may be) specified in accordance with sub-clauses 24.2 and 24.3 of this Agreement, or another address or facsimile number notified by the addressee.

## 24.2 Any notice given by the Board to the Licensee must be sent in accordance with sub-clause 24.1 to the following:

Name: insert name & details of the private practitioner

Position: Insert position

Address: Insert Address

Telephone: Insert telephone number

Facsimile: Insert fax number

Email: Insert email address

## 24.3 Any notice sent by the Licensee to the Board must be sent in accordance with sub-clause 24.1 to the following:

Name: insert name & details of the Western Australia Health contact officer

Position: Insert position

Address: Insert Address

Telephone: Insert telephone number

Facsimile: Insert fax number

Email: Insert email address

## 24.4 In this clause 24, business day ("business day") means a day which is not a Saturday, Sunday or a public holiday in Western Australia. A notice or other communication given under or about this Agreement is taken to be received (as the case may be):

### if delivered personally, on the business day it is delivered;

### if sent by ordinary prepaid post, 3 business days after posting; or

### if transmitted electronically when the sender receives acknowledgment that the communication has been properly transmitted to the recipient.

# ENTIRE AGREEMENT

## 25.1 This Agreement constitutes the entire agreement between the parties in relation to the subject matter. Any prior arrangements, agreements, representations or undertakings are superseded.

## 25.2 Where existing arrangements, are in place in respect of the Premises prior to the commencement of this Agreement, the parties agree to negotiate transitional arrangements.

#### 25.3 Any transitional arrangements made under this clause 25.2 must be documented and agreed in writing by the parties to this Agreement.

# ASSIGNMENT AND SUBCONTRACTING

The Licensee must not sub licence, subcontract, assign or deal with any right under this Agreement without the prior written consent of the Board. Any purported dealing and breach of this clause 26 is of no effect.

**Schedule 1**

|  |  |
| --- | --- |
| Licensee: | Insert name of person who is to be the Endorsed Eligible Midwife |
| Service Provider | Insert name and address of the public hospital or private hospital providing contracted public services |
| Premises | As determined by the Service Provider |
| Equipment | Insert any equipment the eligible midwife may be using |
| Days and times the Licensee may use the Premises: | Premises will be available on a continuous basis. |
| Fee and Payment Details (see clause 3) | The fee should be no more than 5% of the intrapartum service fee being charged to the Client |

**Schedule 2**

1. The Board agrees that the following obligations will be complied with by the Service Provider:
2. the hospital/health service will provide the Licensee with training and access, including an employee number, to the site’s perinatal case management database. The Licensee agrees to complete data entry for each client admitted under her care;
3. the hospital/health service may provide the Licensee with an opportunity to access the hospitals/health service’s education activities, for which the hospital/health service may charge a fee;
4. where the Client has consented to do so, the Service Provider will provide the Licensee with a copy of all records relating to the Client’s episodes of care in accordance with hospital/health service policies and procedures.
5. Licensee Obligations:
6. The Licensee shall have completed initial competency according to the Guide to Credentialing and Defining Scope of Practice for Health Professionals (Nursing and Midwifery) in Western Australia Health Services*.* The Licensee will be required to meet ongoing competencies as per WA Health requirements.
7. The Licensee shall be required to participate in the Service Providers clinical Governance activities.
8. The Licensee and Service Provider will have an agreed booking process where all copies of health records, investigations and results are made available to the Service Provider.
9. The Licensee shall engage a second endorsed eligible midwife with Visiting Rights to the hospital/health service pursuant to clause 5.1 to provide assistance during labour and childbirth.
10. Where the Licensee is unable to meet the above requirement and pursuant to Clause 6.2.iii the Service Provider will provide staff to assist the Licensee for the duration of childbirth and for up to one hour following the birth.
11. In the event of an emergency the Service Provider will provide assistance to the Licensee as per the hospital’s emergency procedures process. This may also include covering the Licensee during meal and/or toilet breaks.

**EXECUTED BY THE PARTIES AS AN AGREEMENT**

**EXECUTED** on behalf of **EAST METROPOLITAN**

**HEALTH SERVICE** in accordance with

section 41 of the *Health Services Act 2016*

by an authorised officer

in the presence of

……………………………………………..

Signature of Authorised Officer

……………………………………………..

Name of Authorised Officer (BLOCK LETTERS)

……………………………………………..

Signature of witness

……………………………………………..

Name of witness (BLOCK LETTERS)

……………………………………………..

Status/Occupation witness

**EXECUTED** on behalf of **NORTH METROPOLITAN**

**HEALTH SERVICE** in accordance with

section 41 of the *Health Services Act 2016*

by an authorised officer

in the presence of

……………………………………………..

Signature of Authorised Officer

……………………………………………..

Name of Authorised Officer (BLOCK LETTERS)

……………………………………………..

Signature of witness

……………………………………………..

Name of witness (BLOCK LETTERS)

……………………………………………..

Status/Occupation witness

**EXECUTED** on behalf of **SOUTH METROPOLITAN**

**HEALTH SERVICE** in accordance with

section 41 of the *Health Services Act 2016*

by an authorised officer

in the presence of

……………………………………………..

Signature of Authorised Officer

……………………………………………..

Name of Authorised Officer (BLOCK LETTERS)

……………………………………………..

Signature of witness

……………………………………………..

Name of witness (BLOCK LETTERS)

……………………………………………..

Status/Occupation witness

EXECUTED on behalf of **WA COUNTRY**

**HEALTH SERVICE** in accordance with

section 41 of the *Health Services Act 2016*

by an authorised officer

in the presence of

……………………………………………..

Signature of Authorised Officer

……………………………………………..

Name of Authorised Officer (BLOCK LETTERS)

……………………………………………..

Signature of witness

……………………………………………..

Name of witness (BLOCK LETTERS)

……………………………………………..

Status/Occupation witness

**SIGNED** by………………………………...........................(Name of Midwife in BLOCK LETTERS)

……………………………………………..

Signature of Midwife

in the presence of:

…………………………………………….

Signature of witness

……………………………………………..

Name of witness (BLOCK LETTERS)