IntraCare

# Specialist Bylaws 2026

# INDEX

Please note: all enquiries to the Chief Executive Officer.

## 1. INTRODUCTION

1.1 These Specialist Bylaws set out the key things that medical specialists should be aware of when they are considering applying for clinical privileges at IntraCare. The Bylaws set out the rights and obligations of all Specialists at IntraCare and also cover requirements that apply to the granting and maintaining of clinical privileges and the processes that IntraCare follows when considering applications (and re-applications) for clinical privileges.

1.2 The Bylaws are designed to be read alongside the definitions in Appendix 1 and Specialists Responsibilities set out in Appendix 3.

1.3 Please take time to become familiar with the contents of these Bylaws before applying for clinical privileges and then retain this document for future reference.

## 2. INTRACARE'S VISION AND VALUES

2.1 All Specialists are required to uphold IntraCare's vision and values.

## 3. GENERAL RESPONSIBILITIES

3.1 Amongst other things, these Bylaws set out the rights and obligations of Specialists. Such obligations include:

a) ensuring that they are sufficiently competent, skilled and experienced to provide the services within their Approved Area of Practice;

b) complying with these Bylaws and all applicable IntraCare policies and procedures (including Specialist Responsibilities);

c) complying with the Code of Ethics for the New Zealand Medical Profession, NZMA 2014 or any updated Code of Ethics;

d) participating in and contributing to peer review, audit / mortality and morbidity reviews; and

e) meeting responsibilities as *a person conducting the business or undertaking* (PCBU) under the Health and Safety at Work Act 2015; including consulting, cooperating and coordinating on safety matters with IntraCare.

3.2 Clause 3.1 will not limit any other provision of these Bylaws.

## 4. INTRACARE CLINICAL GOVERNANCE

4.1 IntraCare has a range of clinical, management and other committees, including the following:

- IntraCare Board of Directors (the **Board**)
- Clinical Governance Committee
- Project-related groups (e.g. IT Projects, Redevelopment Projects etc)

4.2 From time to time Specialists may be invited to take specific roles and serve on specific IntraCare committees. Such Specialists hold specific responsibilities and accountability involving clinical management, monitoring of patient care and services.

4.3 From time to time, IntraCare also holds specialty group meetings. The agendas consider issues relating to patient care and outcomes, new developments/improvements/ procedures, policy review, and audit. Specialists are encouraged to contribute and attend these meetings. IntraCare has specific internal committees to review standards, product evaluation and quality and risk management.

**Credentialing Responsibilities and the Clinical Governance Committee**

4.4 The overall responsibility for IntraCare's credentialing processes and decisions sits with the Board, including ensuring that:

a) credentialing policies and procedures are followed;

b) credentialing policies and procedures are documented; and

c) due process is followed.

d) credentialing aligns with the facility in which IntraCare operates its business.

4.5 IntraCare's initial and re-credentialing processes reflect IntraCare's commitment to ensuring that its Specialists are excellent practitioners and personally suited to practising as part of our team. The Board has delegated the responsibility for assessing initial and re-credentialing applications to the Clinical Governance Committee. The Clinical Governance Committee makes non-binding recommendations about whether to offer clinical privileges to the applicants to the Chief Executive Officer, who then makes non-binding recommendations to the Board.

4.6 The Clinical Governance Committee meets three times a year. Four of the members are peer Specialists, each of whom represent one of the four core disciplines at IntraCare: interventional cardiology and structural heart: electrophysiology; vascular interventional radiology; and anaesthesia. The other members are the chairperson (a medical practitioner who has been part of the admitting team and is appointed by the Clinical Governance Committee) and members of the executive team nominated by the Chief Executive Officer. The Specialist members serve for a term of two years.

4.7 Other members of the leadership team (except the Chief Executive Officer) have a standing invitation to attend committee meetings, IntraCare staff and external guests may be invited from time to time and the Committee has the power to co-opt additional persons where required. This power would allow the co-opting of external medical practitioners and a consumer representative. The Committee's terms of reference does not expressly empower the Committee to remunerate external participants.

4.8 The Clinical Governance Committee operates under a written terms of reference and reports through the Chief Executive Officer to the Board.

**Conflicts of Interest**

4.9 A conflict of interest is where a person's personal or professional interests conflict with the responsibilities of that person's position or role. It means that the person's independence, objectivity or impartiality can be called into question. Interests can be direct, indirect, pecuniary or relational and arise form ownership or relationships with other healthcare or commercial businesses, membership of organisations and groups of influence or personal relationships e.g. with spouses, doctors, nurses, patients.

4.10 Specialists must adhere to IntraCare's processes for managing conflicts of interest, which are as follows:

a) Any person who has an actual or potential conflict of interest in relation to a matter to be decided by them, whether solely or jointly with another person, in the course of their practice or work at IntraCare, must (as soon as possible after the relevant facts have come to the person's knowledge) disclose the nature and details of the interest to the Chief Executive Officer.

b) Any member of the Clinical Governance Committee or any relevant committee who has an actual or potential conflict of interest in a matter to be decided or discussed by that committee, that member must (as soon as possible after the relevant facts have come to the member's knowledge) disclose the nature and details of the interest to the chair of that Committee.

4.11 The Manager or chair of the Clinical Governance Committee or relevant committee (as applicable) will decide how the conflict of interest will be managed, for example, whether the person with the conflict of interest:

a) participates fully in the relevant discussions and decision;
b) participates in the relevant discussions but not the decision;
c) is not permitted to be present for the discussions or the decisions; or
d) is not permitted to hold the relevant office for a specified period of time.

4.12 The person with the actual or potential conflict of interest must comply with any such determination.

## 5. CREDENTIALING

5.1 The initial credentialing process is a formal process used to verify the qualifications, experience, professional standing and other relevant professional attributes of medical specialists, for the purpose of forming a view about their competence, performance and professional suitability to provide safe, high quality healthcare services at IntraCare.

5.2 The initial credentialing process is a pre-cursor to deciding whether to offer an applicant clinical privileges and if clinical privileges are to be offered, what type of clinical privileges and in what Approved Area of Practice. IntraCare requires all medical specialists who provide patient care at its facilities to be credentialed and hold clinical privileges in an Approved Area of Practice. This includes maintaining credentialing with the facility in which IntraCare operates its business and such that care can be provided within this facility.

5.3 Other credentialing processes include:

a) annual confirmation that each Specialist is legally entitled to practice and various related items;
b) the re-credentialing process (which is undertaken when a Specialist wishes to continue to practice at IntraCare after their General Privileges have expired); and
c) ongoing monitoring of each Specialist's competence and performance.

### Types of Clinical Privileges

5.4 The types of clinical privileges available from IntraCare are General, Temporary, Visiting Specialist Privileges, and emergency credentialing. General Privileges allow Specialists to book, attend, investigate and operate on or treat patients within their Approved Area of Practice at IntraCare facilities, subject to the provisions of these Bylaws, the Specialist Responsibilities and all applicable IntraCare policies and procedures.

5.5 Admitting a patient is subject to attaining credentialing through the facility that IntraCare operates its business in.

5.6 The eligibility requirements and process for applying for General Privileges are set out in clause 6. The eligibility requirements and process for applying for the other types of clinical privileges are set out in clause 7.

### Approved Area of Practice

5.7 A Specialist's Approved Area of Practice is the extent of the Specialist's permitted clinical practice at IntraCare and is based on Specialist's credentials, competence, performance and professional suitability. Specialists must not practice outside their Approved Area of Practice, except where permitted by these Bylaws.

5.8 An Approved Area of Practice is agreed between each Specialist who has been offered clinical privileges and IntraCare, once the medical practitioner has successfully completed the initial credentialing process and may or may not be the same as the Specialist's Medical Council of New Zealand scope of practice and/or their scope of practice at another facility.

5.9 Expansions to a Specialist's Approved Area of Practice (including the addition of Advanced Procedures) are at the sole discretion of IntraCare. Specialists who wish to expand their Approved Area of Practice must make an application to the Clinical Governance Committee. The Clinical Governance Committee will consider the application and make a non-binding recommendation to the Chief Executive Officer about whether the application should be accepted. The Chief Executive Officer will make a non-binding recommendation to the Board. The Board will make the final decision and IntraCare will advise the Specialist of the outcome.

5.10 A Specialist's Approved Area of Practice may be reviewed and modified by IntraCare from time to time.

## 6. GENERAL PRIVILEGES

### Eligibility

6.1 Medical practitioners must apply for credentialing to IntraCare and for General Privileges at Allevia Hospital Epsom. To be eligible they must:

a) be currently registered with the Medical Council of New Zealand within an appropriate vocational scope of practice;

b) hold a current Annual Practicing Certificate issued by the Medical Council of New Zealand (**APC**);

c) where their intended Approved Area of Practice includes the use of x-ray equipment, hold a Radiation Users Licence;

d) be a member of a recognised specialty college;

e) have experience practicing at Consultant level;

f) be participating in a recognised specialist college CME / CPD programme;

g) have current indemnity insurance that is satisfactory to IntraCare; and

h) be prepared to complete all required safety checks and health and safety checks and documentation

### Application Process – submission of application

6.2 The intending applicant must submit an Application for General Privileges Form to both IntraCare and the facility it operates its services in. By submitting an Application for General Privileges Form, the applicant agrees that the application will be considered in accordance with the processes set out in these Bylaws, and that, notwithstanding anything else in these Bylaws, the receipt and consideration of applications, and the offering and/or granting of clinical privileges, is at the sole discretion of IntraCare. IntraCare has no obligation to receive and consider any application for clinical privileges.

6.3 The applicant also acknowledges that any information that is provided by third parties as part of any credentialing process may be provided in confidence as evaluative material and might not be disclosed to the applicant.

**Consideration by the Clinical Governance Committee**

6.4 Where IntraCare decides to receive and consider an application, the application and all related documents will be forwarded in confidence to the Chief Executive Officer. Confidential references will then be requested from the nominated referees and referees' responses will be annexed to the application.

6.5 The Clinical Governance Committee will then consider the application and form a view about applicant's competence, current fitness, performance and professional and general suitability to provide safe, high-quality healthcare services within the specific environment at IntraCare.

An applicant will be considered to not have current fitness to practice if he or she suffers from a physical or mental impairment, disability, condition or disorder which detrimentally affects or is likely to detrimentally affect the applicant's physical or mental capacity to safely practice medicine and carry out the clinical privileges sought or granted. A substance abuse problem is considered to be a physical or mental disorder.

IntraCare will consider the applicant's history of and current status with respect to professional registration, disciplinary actions, indemnity insurance, and safety checks, as well as organisational capability and organisational need.

**Further information**

6.6 The Clinical Governance Committee may seek further information from the applicant, or any other source, if the Committee considers that such further information is desirable for the proper consideration of the application.

**Consideration by the Clinical Governance Committee**

6.7 The Clinical Governance Committee will consider the information and documents and provide a non-binding recommendation in writing to the Board about whether to offer General Privileges to the applicant and if so, in what Approved Area of Practice.

**Final Decision**

6.8 The Board will consider:

a) whether IntraCare offers General Privileges to any applicant, and

b) if privileges are to be offered, the duration of those privileges, the Approved Area of Practice (including whether the applicant is permitted to undertake any Advanced Procedures) and any restrictions and conditions that will apply.

6.9 The Board will then make the final decision about the matters set out in clause 6.11. The Chief Executive and the Board have the same rights to seek further information as the Clinical Governance Committee do.

6.10 The outcome of the application will be advised in writing. IntraCare is not required to disclose the reasons for the final decision or any of the recommendations made during the process.

**Approval**

6.11 If IntraCare wishes to offer the applicant General Privileges, then it will provide the applicant with a Specialist Medical Services Agreement that will include the duration of the privileges, a proposed Approved Area of Practice and any conditions or restrictions that apply.

6.12 If the applicant wishes to accept the offer of General Privileges, they will return the signed Specialist Medical Services Agreement to IntraCare and at that point they are a Credentialed IntraCare Specialist.

6.13 Each Specialist's details will be entered into the IntraCare register of Specialists, and posted on the IntraCare website.

**Declined**

6.14 If declined, the applicant will not have any claim at law or in equity under any circumstance against IntraCare, including the Board, the Clinical Governance Committee or any staff of IntraCare or associated entities. There is no right of appeal, and the applicant may not re-apply for a period of two years (commencing on the date that the applicant is advised in writing of their application being declined).

**Orientation**

6.15 IntraCare will ensure that all Specialists with General or Temporary Privileges receive orientation arranged by the senior managers.

## 7. OTHER TYPES OF PRIVILEGES

**Temporary Privileges**

7.1 Temporary privileges may be offered from time to time at the sole discretion of the Chief Executive Officer to applicants who have submitted a completed Application For General Privileges Form.

7.2 Subject to clause 7.4, temporary privileges will be offered for a period starting on a date nominated by Chief Executive Officer until the application is considered at the next meeting of the Board, provided that temporary privileges will last no longer than three months.

7.3 Full application criteria apply to the granting for temporary credentialing.

7.4 Temporary privileges may be revoked at any time by the Chief Executive Officer and will automatically terminate upon IntraCare advising of its decision to approve or decline the relevant application for General Privileges. IntraCare is not required to disclose the reasons for not offering temporary privileges or for revoking temporary privileges.

**Visiting Specialist Privileges**

7.5 From time to time an IntraCare Specialist may wish to bring a medical specialist on site to assist or demonstrate techniques/procedures. In order to do so, a Visiting Specialist Application Form is to be completed (including details about the visiting specialist and the planned procedure) and provided by the IntraCare Specialist to the Chief Executive Officer. This must be done at least seven days prior to the intended visit. The Visiting Specialist Application Form can be requested by emailing admin@intracare.co.nz

7.6 IntraCare is under no obligation to approve any Visiting Specialist Application. The Chief Executive Officer will advise the IntraCare Specialist in writing as to whether the application has been approved or declined. Where IntraCare approves the application, it will offer the visiting specialist Visiting Specialist Privileges. These privileges will be recorded in writing along with the specific facility, date, time the visiting specialist will be visiting and the technique/procedure the visiting specialist will be assisting with or demonstrating.

7.7 Visiting Specialists may require clearance in accordance with the IntraCare Infection Prevention and Control and Health and Safety policies. Where there is any doubt in respect of this, it is recommended to seek advice at the time of making the Visiting Specialist Application, so that a time-frame is available for suitable arrangements to be made.

7.8 The Visiting Specialist is to be under the direct supervision of the IntraCare Specialist at all times, and will be required to comply with the Bylaws and all applicable IntraCare policies and procedures while on site.

7.9 The IntraCare Specialist must ensure that patients are advised, and appropriate consent is obtained and documented prior to any Visitor with temporary privileges attending during the patient's treatment. Management must be advised of such intended attendance.

**Emergency Credentialing**

7.10 In the event that an Emergency arises with a patient and the relevant credentialed Specialist (or nominated alternative) is not available, the Chief Executive Officer, Medical Director, or Clinical Operations Manager is permitted to verbally grant emergency privileges to any appropriately qualified medical practitioner, registered or enrolled nurse, or other health practitioner to do what is necessary to prevent permanent harm/or death. Such privileges will last for a maximum of 48 hours.

7.11 An "Emergency" is defined as any situation which could result in permanent harm/death of a patient where there is any delay in obtaining appropriate treatment.

## 8. TERM OF GENERAL PRIVILEGES

8.1 Subject to clause 8.2 and 8.3, General Privileges may be granted for a maximum period of five years.

8.2 A newly credentialed Specialist (i.e. a Specialist that has not been credentialed to use IntraCare's facilities before) has a provisional term of one year. Notwithstanding any other provision of these Bylaws, IntraCare may terminate a newly credentialed Specialist's privileges at any time without cause within that first year on written notice to the Specialist.

**Resignation**

8.3 Specialists may resign (and therefore terminate their own privileges) by giving three months' notice in writing to the Chief Executive Officer.

**Termination on notice**

8.4 Notwithstanding any other provision in these Bylaws, the Chief Executive Officer may terminate any Specialist's privileges or modify their Approved Area of Practice at any time by giving the Specialist three months' notice in writing, provided that the reason for doing so is not a concern, complaint or allegation about the Specialist's behaviour, competence or fitness to practise, compliance with these Bylaws, or conduct by the Specialist which may be or may have been harmful to the interests or reputation of IntraCare. The appropriate process for resolving any such concern, complaint or allegation is set out in clause 12.

## 9. RE-CREDENTAILING

### Re-Credentialing Application

9.1 If a Specialist wishes to continue to practice at IntraCare after their General Privileges expire, the Specialist must submit a completed Re-Credentialing Application Form and all supporting information and documents to IntraCare at least three months prior to the expiry of privileges, be offered new General Privileges in an Approved Area of Practice and enter a new Specialist Services Agreement with IntraCare.

9.2 If the Specialist has not submitted a completed Re-Credentialing Application Form and all supporting information and documents to IntraCare by the applicable deadline, then the Specialist's privileges will terminate on the relevant expiry date and the Specialist will have no access or use of IntraCare facilities after that date (unless and until they are offered new General Privileges in an Approved Area of Practice and has entered into a new Specialist Medical Practice Agreement with IntraCare).

### Process

9.3 The process that IntraCare will follow to assess re-credentialing applications will be as per initial credentialing applications under clauses 6.5, 6.6, 6.8a) and b), and 6.9 -6.11, except that:

a) references are not required;

b) only qualifications and education obtained since the Specialist was last offered privileges will be verified;

c) only the Specialist's clinical activity at IntraCare and other facilities since they were last granted credentials at IntraCare will be assessed;

d) no interview will be required; and

e) no temporary credentials will be available.

### Final decision

9.4 Where the Board proposes to accept a re-credentialing application, IntraCare will notify the Specialist in writing and will offer the Specialist new General Privileges in an Approved Area of Practice, and a new Specialist Medical Services Agreement.

9.5 Where the Board proposes to decline a re-credentialing application or offer the Specialist new General Privileges in a reduced Approved Area of Practice from what they had previously had (for example, if Advanced Procedures are removed from that Approved Area of Practice) or in an Approved Area of Practice with new restrictions or conditions, IntraCare will:

a) notify the Specialist in writing of the proposal and the reasons for proposing to do so;

b) give the Specialist a reasonable opportunity to comment on that proposal; and

c) consider the Specialist's comments in good faith.

9.6 After undertaking the process set out in clause 9.5, the Board will make a final decision on the re-credentialing application, and will notify the Specialist in writing of that decision. If a Specialist's re-credentialing application is declined, the Credentialed Specialist may not make a further application for clinical privileges at IntraCare for a period of two years from the date that the Specialist was notified of the final decision to decline the application.

## 10. RELATIONSHIPS

**Relationship with IntraCare**

10.1 IntraCare will have no legal or equitable relationship whatsoever with any medical practitioner until the practitioner has also successfully completed the initial credentialing process, has been offered General Privileges in an Approved Area of Practice and has entered into a Specialist Medical Services Agreement with IntraCare. Once this has occurred, both parties are legally bound by the terms and conditions set out in that Agreement (including the obligation to comply with these Bylaws).

10.2 Neither the offering nor granting of any form of clinical privileges to a medical practitioner nor anything contained in these Bylaws (or any related forms or documents) creates any relationship of employer/employee between any IntraCare entity and any medical practitioner. IntraCare shall not be liable for any acts, errors or omissions of any Specialist or other medical practitioner on site.

10.3 Specialists practise on their own account and are solely responsible for exercising their own independent medical judgement, and their own practice and conduct while practising at a IntraCare facility.

**Relationship with patients**

10.4 A Specialist's relationship with their patient is independent of IntraCare's relationship with the patient. Specialists will enter into an agreement directly with their patients to provide services. The terms of that agreement (which must include 'consent' to both clinical treatment and payment of practitioner fees) are a matter for the Specialist and patient. It is the Specialist's responsibility to ensure that patients are properly informed about the nature of their relationship with IntraCare.

## 11. MAINTAINING CLINICAL PRIVILEGES

11.1 Specialists are required to maintain:

a) registration with the Medical Council of New Zealand within an appropriate vocational scope of practice;

b) a current Annual Practising Certificate;

c) a Radiation Users Licence (where credentialed by IntraCare or a Facility to use x-ray equipment);

d) membership of a recognised specialty college;

e) participation in a recognised speciality college CME / CPD programme; and

f) current indemnity insurance that is satisfactory to IntraCare.

11.2 The Specialist must provide IntraCare with:

a) a copy of their annual practising certificate, Radiation Users Licence (where applicable) and proof of medical indemnity cover on an annual basis; and

b) evidence of compliance with all or any of the specific requirements of clause 6.1 at any time during the Term within 5 business days of a request by IntraCare.

11.3 From time to time, IntraCare may contact the Medical Council of New Zealand and/or the Specialist's indemnity organisation to confirm compliance with clause 11.1 a) and b) and f) (as applicable). The Specialist consents to the disclosure of information about the Specialist by those organisations.

11.4 Regardless of any other provision of these Bylaws, if a Specialist has their Medical Council of New Zealand registration or Annual Practising Certificate cancelled or has their membership of their specialist college cancelled, the Specialist's privileges will automatically and immediately terminate.

11.5 Without limiting clause 11.1 or 11.2, Specialists are also required to:

a) comply with applicable law, regulations, and legal, professional, ethical standards and codes (including standards published by the Medical Council and the NZMA Code of Ethics or any updated Code of Ethics and obligations under the Code of Health and Disability Services Consumers' Rights;

b) maintain, and comply with, any specific licence required to practise e.g. licence issued by the Office of Radiation Safety;

c) co-operate with all required safety and other checks;

d) participate in all credentialing related processes;

e) behave in a manner consistent with accepted professional practice and the expectations of IntraCare, for example. not engaging in bullying, harassment or dishonest conduct;

f) only practise within their individual Approved Area of Practice. It is the Specialist's responsibility to monitor this;

g) follow evidence-based treatment as current best practice;

h) do nothing that might harm IntraCare's interests or reputation or that of its facilities;

i) comply with these Bylaws, all applicable policies and procedures, and all reasonable requests and instructions from IntraCare;

j) comply with the terms of IntraCare's agreements with health insurers (as notified to the Specialist by IntraCare); and

k) act fairly towards other Specialists, allied health professionals and staff at IntraCare. For example, by ensuring that they do not use their credentialed status to opt-out of clinical responsibilities that are part of their role for reasons of convenience or unfairly demand resources or assert competitive advantage over a fellow practitioner.

11.6 Any failure to comply with the requirements of clause 11.1, 11.2 or 11.5 may result in the Specialist's clinical privileges being suspended or terminated or restrictions or conditions imposed on their Approved Area of Practice.

**Minimum contacts**

11.7 Specialists must maintain familiarity with the IntraCare environment, policies and procedures. In order to do so, each Specialist will undertake regular clinical work on site at an IntraCare facility. For Specialists this is at least ten procedures during each twelve-month period including at least one procedure every 6 months that they hold privileges.

11.8 If a Specialist does not meet the requirements of clause 11.7, they will be moved to an 'adhoc' list and would need to undertake a health and safety onboarding update prior to a list.

## 12. REVIEWS OF CLINICAL PRIVILEGES

12.1 From time to time, concerns, complaints and allegations may arise in relation to a Specialist. When this occurs, IntraCare will treat patient and employee safety as the paramount considerations while also being as fair as possible to the Specialist.

12.2 Subject to clause 12.3, the Chief Executive Officer may at any time initiate a review into whether it is appropriate for a Specialist to continue to hold clinical privileges and/or whether the Credentialed Specialist's Approved Area of Practice is appropriate.

12.3 Prior to commencing any review, the Chief Executive Officer will advise the Specialist (verbally or in writing) of the concerns, complaints or allegations and provide the Specialist with an opportunity to provide an initial response to those concerns, complaints or allegations (what a 'reasonable opportunity' is will depend on the particular circumstances and if there are immediate patient safety risks, this may need to be a very short period of time). The Chief Executive Officer, on hearing the Specialist's response, will consider the response in good faith and determine in his or her sole discretion whether or not to proceed with a review.

12.4 Where the Chief Executive Officer decides to initiate a review he or she will, subject to clause 12.5, establish the terms of reference for the review and select an appropriate person(s) to carry out the review (the **Reviewer**). In establishing the terms of reference and selecting the Reviewer, the Chief Executive Officer may consult with or utilise any person and/or any IntraCare committee.

12.5 The Chief Executive Officer will notify the Specialist of the review, the proposed terms of reference for the review and the proposed identity of the Reviewer and give the Specialist a reasonable opportunity (as described in clause 12.3) to object to those proposals. The Chief Executive Officer will consider any objection made by the Specialist in good faith before making a final decision on the terms of reference for the review and the Reviewer.

12.6 Any review will be conducted and concluded, and the Reviewer will make a non-binding recommendation to the Board, as soon as practicable having regard to the nature of the concerns, complaints or allegations. The Specialist will co-operate with any review undertaken under these Bylaws and will be notified of Reviewer's recommendations in writing as soon as practicable following the conclusion of the review.

## 13. SUSPENSIONS AND RESTRICTIONS

13.1 Subject to clause 13.2 and 13.3, and without limiting IntraCare's right to undertake a review under clause 12, the Chief Executive Officer may immediately impose temporary restrictions and/or conditions on a Specialist's Approved Area of Practice (for example, by removing Advanced Procedures) or suspend a Specialist:

a) where the Chief Executive Officer considers that it is in the interests of patient, staff and/or practitioner safety to do so;

b) where serious and unresolved allegations are made by any person in relation to the Specialist including allegations that relate to misconduct or inappropriate behaviour;

c) where the Specialist's conduct may:

(i) be harmful to the interests or reputation of IntraCare or any IntraCare facility;

(ii) disrupt the efficient operation of IntraCare, or any IntraCare facility; or

(iii) cause IntraCare to breach any of its legislative or legal obligations.

d) on receipt of advice from a Specialist under clause 15.11(a) – (m) or a failure by the Specialist to provide that advice; or

e) where the Specialist fails to comply with a reasonable request from the Reviewer or any recommendations made as a result of a review.

13.2 Prior to imposing any temporary restrictions and/or conditions or imposing a suspension under clause 13.1, the Chief Executive Officer:

a) may in his or her sole discretion consult any person(s) and/or any IntraCare committee he or she deems appropriate and relevant in the circumstances;

b) will notify the Specialist (verbally or in writing) of the proposal to:

(i) impose any temporary restrictions and/or conditions on the Specialist's Approved Area of Practice, along with the detail of those restrictions and/or conditions, the reasons for their imposition and the start and end date of the proposed period they will remain in place; or

(ii) suspend the Specialist, along with the start and end date of the proposed period of the suspension, and the reasons for the suspension.

13.3 The Chief Executive Officer will provide the Specialist with a reasonable opportunity to provide a response to the proposed action (what a 'reasonable opportunity' is will depend on the particular circumstances and if there are immediately patient safety risks, may need to be a very short period of time). On hearing the Specialist's response, the Chief Executive Officer will consider the response in good faith and in his or her sole discretion determine whether or not to proceed with the proposed action.

13.4 If the Chief Executive Officer does decide to impose any temporary restrictions and/or conditions on the Specialist's Approved Area of Practice or suspend the Specialist under clause 13.1, the Chief Executive Officer will:

a) notify the Specialist immediately of that decision along with the following:
   (i) the detail of the restrictions and/or conditions, the reasons for their imposition and the period they will remain in place; and/or
   (ii) the period of the suspension and the reasons for the suspension, as soon as practicable provide that notice in writing; and
b) if the Chief Executive has not already done so, take the steps set out in clause 12.4 and 12.5. The provisions of clause 12.6 will apply to any review undertaken while the Specialist is subject to temporary restrictions and/or conditions or has been suspended.

13.5 Any restrictions and/or conditions or suspension imposed under clause 13.4 will end on the earliest of the following:

a) the end date specified by the Chief Executive Officer under clause 13.4(a);
b) the date that the Specialist's clinical privileges are terminated or that permanent restrictions or conditions are imposed under clause 14; or
c) the date that the Specialist is notified by IntraCare that they are exonerated.

## 14. PERMANENT RESTRICTIONS AND/OR CONDITIONS AND TERMINATION

14.1 After receiving any report and recommendation from the Reviewer, the Board may obtain any additional information and/or documents that it believes is necessary to properly consider whether it is appropriate for a Specialist to continue to hold clinical privileges and/or whether the Specialist's Approved Area of Practice is appropriate.

14.2 After considering the report, recommendation and any additional information and/or documents, the Board will, subject to clause 14.6, make a decision about what action it proposes to take in relation to the Specialist. Such actions may include:

a) terminating the Specialist's clinical privileges;
b) reducing the Specialist's Approved Area of Practice;
c) imposing conditions or restrictions on the Specialist's Approved Area of Practice (for example, by removing Advanced Procedures); and
d) any other action that the Board deems appropriate.

14.3 The Board may consult any person(s) and/or any IntraCare committee it deems appropriate and relevant in the circumstances in the course of meeting its obligations and exercising its rights under this clause 14.

14.4 Where the Board proposes to take any action other than to allow the Specialist to continue to hold clinical privileges in their current Approved Area of Practice, the Board will:

a) notify the Specialist of what the Board proposes to do and the reasons for doing so;

b) provide to the Specialist a copy of the report, recommendation and any additional information and/or documents that the Board has considered in relation to the Specialist;
c) give the Specialist a reasonable opportunity to offer any explanation or evidence in response to the imposition of restrictions and/or conditions or termination; and
d) consider the Specialist's explanation and evidence in good faith.

14.5 After undertaking the process set out in clause 14.4, the Board will make a final decision on what action to take in relation to the Specialist. The Board will then notify the Specialist in writing of that decision and the date that the action will take effect.

14.6 The Board may only permanently modify a Specialist's Approved Area of Practice in a significant manner or terminate a Specialist's clinical privileges (except under clause 5.10, 8.2 or 8.4), where:
a) the Specialist has breached an obligation under these Bylaws and that breach has resulted in, or is reasonably likely to result in:
(i) harm to the safety of patients, staff and/or practitioners;
(ii) disruption to the efficient operation of IntraCare, or an IntraCare facility;
(iii) harm to the interests or reputation of IntraCare or an IntraCare facility; or
(iv) IntraCare breaching any of its legislative or legal obligations.
b) the Specialist is the subject of a criminal investigation about a serious matter, or has been convicted of a crime, which could affect the Specialist's ability to practise safely and/or with the confidence of IntraCare;
c) conditions or restrictions have been imposed on the Specialist's Medical Council of New Zealand scope of practice, or the Specialist has agreed an undertaking with Medical Council of New Zealand, and IntraCare does not consider that it is reasonable or practical in the circumstances to accommodate those conditions or restrictions or that undertaking;
d) the Specialist is, or is about to become, incapable of performing their duties under these Bylaws for a continuous period of six months;
e) the Specialist's level of competence, fitness to practise or performance is not adequate;
f) there is not an adequate level of confidence held in the Specialist; or
g) the Specialist has not utilised IntraCare facilities for a continuous period of twelve months.

## 15. INFORMATION

15.1 IntraCare collects personal information and health information (as those terms are defined in the Privacy Act 2020 and the Health Information Privacy Code 2020, respectively) about its Specialists (**Information**). Information may be collected directly from the Specialist concerned or from third parties (**Third Parties**), as described in clause 15.6.

15.2 Collection may occur before, during, and after the period in which a Specialist holds clinical privileges.

**Purposes of Collection**

15.3 Information about the Specialist is collected, used and disclosed for the following purposes:
a) in the interests of patient safety;
b) ensuring the delivery of safe and high quality health services;
c) assessing, granting, reviewing, and maintaining clinical privileges and Approved Area of Practice;

d) undertaking credentialling, peer review, clinical governance, quality assurance, and risk management activities;
e) enabling IntraCare and its related entities to operate effectively;
f) complying with legal, regulatory, accreditation, funding, and reporting requirements; and
g) any other purpose set out in these Bylaws (as amended or updated from time to time).

(collectively, **Purposes**).

**Indirect Collection and Notification (IPP 3A)**

15.4 Each Specialist acknowledges and agrees that:
a) IntraCare may collect Information about the Specialist from Third Parties on an ongoing basis for the Purposes;
b) this clause constitutes notification for the purposes of Information Privacy Principle 3A of the Privacy Act 2020 and, where applicable, Rule 3A of the Health Information Privacy Code 2020;
c) IntraCare is not required to provide further notice to the Specialist at the time of each collection of Information from a Third Party; and
d) to the extent permitted by law, IntraCare may rely on any applicable exceptions to notification requirements, including where compliance would prejudice the Purposes of collection or is not reasonably practicable.

**Authorisation to Collect, Use, and Disclose**

15.5 Each Specialist
a) authorises and agrees IntraCare to obtain, verify, and collect Information about the Specialist from any Third Party for any of the Purposes;
b) authorises Third Parties to disclose Information to IntraCare for any of the Purposes; and
c) authorises and agrees IntraCare to use and disclose Information to Third Parties for any of the Purposes, whether or not such disclosure would otherwise be required or authorised by law.

**Categories of Third Parties**

15.6 Without limitation, Third Parties may include:
a) healthcare providers and facilities;
b) the Medical Council of New Zealand;
c) the Health and Disability Commissioner;
d) medical and surgical colleges, specialist organisations, and professional associations relevant to the Specialist's scope of practice;
e) Health New Zealand | Te Whatu Ora, the Ministry of Health, and other public health authorities in New Zealand involved in the regulation, oversight, or delivery of health services;
f) ACC and other statutory compensation or funding bodies;
g) accreditation, certification, audit, and quality assurance bodies;
h) insurers, including professional indemnity insurers and health insurers;
i) training institutions and educational bodies relevant to the Specialist's qualifications, training, or scope of practice; and
j) any other entity reasonably connected with the regulation, funding, audit, accreditation, or delivery of health services, where disclosure or collection is necessary for any of the Purposes.

**Evaluative Material**

15.7 Each Specialist acknowledges that:

a) Information may be provided to IntraCare by Third Parties in confidence, including evaluative material;

b) such Information may be used by IntraCare in decision-making relating to the Purposes; and

c) access to such Information may be withheld to the extent permitted by law, including under the Privacy Act 2020 in relation to evaluative material provided in confidence.

**Disclosure for Safety and Regulatory Purposes**

15.8 Without limiting any other provision of these Bylaws, IntraCare may disclose Information about a Specialist to any Third Party where IntraCare considers such disclosure necessary or appropriate, including:

a) where there are concerns about patient safety, clinical competence, or other matters that may affect the delivery of safe and high quality health services;

b) to support a co-ordinated and responsible sector response where there are concerns about a specialist; or

c) to comply with legal, regulatory, professional, or ethical obligations.

**Internal Disclosure**

15.9 Information may be used and disclosed within IntraCare to:

a) members of clinical or other committees;

b) individuals involved in clinical governance, credentialling, quality assurance, or management; and

c) related entities and their personnel,

where reasonably necessary for the Purposes.

**Requirement to Provide Information**

15.10 Provision of Information by a Specialist is a condition of appointment, credentialling, and the holding and maintenance of clinical privileges.

15.11 Failure or refusal to provide requested Information may result in the refusal, suspension, restriction, or termination of clinical privileges or Approved Areas of Practice.

**Access, Correction, and Storage**

15.12 IntraCare will take reasonable steps to ensure that Information is securely stored and protected.

15.13 Each Specialist is entitled to request access to, and correction of, their Information in accordance with the Privacy Act 2020 and the Health Information Privacy Code 2020. IntraCare may refuse access to Information where permitted by law, including in relation to evaluative material provided in confidence.

**Retention**

15.14 Information will be retained by IntraCare for as long as necessary to fulfil the Purposes and comply with legal, regulatory, and operational requirements, after which it will be securely destroyed.

**Required disclosures**

15.15 A Specialist must immediately advise the Chief Executive Officer in writing, disclosing all relevant details, where they:

a) Have an unexpected or adverse outcome for any patients;

b) Receive complaints about any services delivered at IntraCare or a third party facility;

c) are subject to any investigation, enquiry, review, complaint and/or disciplinary process about their competence, conduct and/or clinical practice, by any of the following:

- the HDC
- the Coroner
- Medical Council of New Zealand
- medical or surgical college or specialist organisation or association
- any healthcare provider or public health authority
- the Health Practitioners Disciplinary Tribunal
- any other healthcare facility or other organisation

Details to be advised to the Chief Executive Officer are:

- the type of investigation, review, complaint or process;
- the relevant organisation; and
- in due course, the outcome e.g. suspension, cancellation, termination, restrictions, and conditions including any that are self-imposed)

d) are removed from the Medical Council of New Zealand register or have their Annual Practising Certificate suspended;

e) have their Radiation Users licence revoked for any reason (or if any change in the licence (as applicable);

f) impose any conditions on their own practice (whether at IntraCare or anywhere else) or wish to do so;

g) have or develop a condition (whether physical or mental and including substance abuse and addictions) medical treatment and/or medication which may affect their ability to effectively carry out their functions and responsibilities;

h) are subject to circumstances which may affect their competence or ability to provide treatment within their Approved Area of Practice;

i) have their appointment, credentialing status or scope of permitted practice at any other hospital or any other place where the Specialist does or has practised altered in any way, including withdrawn to any degree, terminated suspended, restricted and/or made conditional and whether by way of agreement or otherwise;

j) are charged with a criminal offence or is involved in any criminal proceedings;

k) seek the advice of and/or notify the Medical Council of New Zealand health matters;

l) discover that some else has notified the Medical Council of New Zealand of health matters relating to the Specialist; or

m) intend to work solely in private practice.

15.16 The failure to disclose any of the circumstances set out above, may result in restrictions or conditions being imposed on the Specialist's Approved Area of Practice or the suspension or termination of the Specialist's clinical privileges.

15.17 In respect of clause 15.15(h) above, IntraCare may require the Specialist to seek independent medical advice on the impairment, disability, disorder, condition or substance abuse issue. The Specialist authorises IntraCare to access the advice received by the Specialist from the independent medical practitioner and any records directly relating to that advice. Subject to clauses 15.8 and 15.9, IntraCare will keep and maintain any advice and any directly related records it accesses on a confidential basis, but IntraCare may rely on that advice and any related records.

15.18 Where a Specialist requires time away from the workplace for treatment, the Specialist must provide IntraCare senior management with evidence of medical clearance of being able to return to work. Subject to clauses 15.8 and 15.9, this information will be treated confidentially.

15.19 Consistent with Medical Council of New Zealand guidance a Specialist who knows or believe themselves to be infected with HBV, HCV, or HIV must notify the Chief Executive Officer of their condition and disclose the condition to the Medical Council.

**Co-operation**

15.20 If requested by IntraCare, the Specialist must provide all relevant details and documents relating to any matters of which IntraCare is notified under clause 15.15 or otherwise becomes aware.

15.21 The Specialist must co-operate with and assist IntraCare with its inquiry into such matters notified to IntraCare, or of which it becomes aware, including by providing such other information as may reasonably be requested by IntraCare.

15.22 IntraCare may at all times (on giving reasonable notice and in compliance with applicable Laws) inspect and have copied any medical records relating to a patient maintained by the Specialist. The Specialist agrees to co-operate in the transfer of a patient's medical records to other persons, as necessary or reasonably requested by IntraCare, subject to all applicable Laws.

**Confidentiality**

15.23 In the course of practising at IntraCare, Specialists may be exposed to information relating to the business, finances or other affairs of IntraCare and/or related entities that is either disclosed as being confidential or could reasonably be presumed to be confidential (**Confidential Information**).

15.24 Specialists will keep the Confidential Information confidential until such time as the Confidential Information ceases to be confidential (which may be after the Specialist stops practising at IntraCare).

## 16. NO RIGHT OF APPEAL

16.1 There is no right of appeal from any decisions relating to a Specialist's credentialing including but not limited to applications for credentialing and any decisions relating to continuing credentialing privileges including decisions relating to imposition of conditions or revocation of credentialed status.

## 17. RESPONSIBILITIES

### Code of Conduct

17.1 IntraCare is committed to its core values. All attending Specialists are required to develop a professional teamwork approach with IntraCare employees. This should be based upon mutual respect of the talents and abilities of each other. All communication should be respectful and conducted in a civil manner.

17.2 Unprofessional behaviour (including bullying, harassment or dishonest conduct) may adversely affect the effective function of IntraCare employees, and be prejudicial to patient care, safety and outcome. Any such behaviour is unacceptable.

### Health and Safety

17.3 When working at IntraCare facilities, Specialists are expected to comply with IntraCare Health and Safety, and, Emergency Response policies and procedures so as to ensure the safety of patients, employees of IntraCare, and themselves.

17.4 Specialists working at IntraCare also have their own responsibilities as a person conducting the business or undertaking (**PCBU**) under the Health and Safety at Work Act 2015 (**HWSAA**). Specialists are responsible for meeting their own responsibilities under the HWSAA. Specialists will consult, cooperate and coordinate on health and safety matters with IntraCare.

17.5 Specialists, and all IntraCare employees, must report any incident that has caused or has the potential to cause personal harm. The incident is to be logged in the electronic incident system and notified to the Clinical Charge for further investigation and management

### Vulnerable Children Act 2014

17.6 The Specialist must comply with the Vulnerable Children Act 2014 and must have completed and provide evidence of completion of the Children's Worker Safety Check, at such times and as otherwise required under that Act.

### Radiation Safety Act 2016

17.7 The Specialist must comply with the Radiation Safety Act 2016 and any associated regulations and codes of practice issued under that legislation, to the extent they apply to the use of radiation sources in connection with the provision of the Specialist Services. Without limiting that obligation, the Specialist must ensure that:

a) where the Specialist does not hold a Radiation Users Licence, a person who holds a Radiation Users Licence or a registered Medical Imaging Technologist (MIT) from IntraCare is physically present in the x-ray room at all times during the procedure where x-ray equipment is used.

b) in any event a MIT from IntraCare is present at the Facility when x-ray equipment is being used in connection with Specialist Services being provided by the Specialist; and

c) advice from the MIT, with respect to radiation safety, is considered.

### Quality, Audits and Improvement Projects

17.8 IntraCare has a Quality Programme committed to the organisation's Vision and Values. The programme is based on continuous improvement, and consequently services and processes may evolve and change over time. Specialists are expected and encouraged to contribute to the programme.

17.9 All deaths, sentinel events, near misses, transfers out will be investigated by senior managers and reviewed by the Clinical Governance Committee and the Quality Committee. When requested, Specialists must provide reports relating to such events and participate in reviews / investigations. Specialists will participate if they are directly involved in an event or may be asked to contribute in the capacity of an independent peer reviewer. All such events are reported to the Clinical Governance Committee which may advise the Chief Executive Officer of any findings/recommendations. The Specialists will be advised of such findings. In specific circumstances Specialists may be invited to attend a meeting of the Clinical Governance Committee.

17.10 In the event of any adverse outcome whilst receiving healthcare at IntraCare Specialists are responsible for disclosure of such issues to the patient/family or representative of the patient in line with open disclosure requirements and guidance. It is important for such disclosure to be witnessed and documented within the clinical records. If appropriate, Specialists are responsible for advising such issues to the Accident Compensation Corporation.

17.11 Specialists are expected to comply with audit programmes. Documentation of participation will be provided to relevant Colleges on request relating to Professional Development Programme requirements. Specialists are also expected to proactively collect quality and audit data as evidence of their competence.

17.12 IntraCare senior managers, through the Clinical Governance Committee may from time to time initiate an audit of practice to review compliance of procedure, policy, standards and consider opportunities for improvement. Specialists are expected to participate in these audits.

17.13 IntraCare is reviewed regularly by external audit authorities for certification as part of requirements for the Ministry of Health and Disability Standards, Accreditation. Specialists may be asked to participate in these audits.

17.14 IntraCare actively seeks feedback of each patient admitted for healthcare. Specific feedback will be advised from the charge nurses to Specialists and employees. Specialists must participate in the resolution of any concerns.

**Clinical Research**

17.15 Clinical research is a valued and integral component of clinical medicine.

17.16 Applications for a research study are to be submitted to the Clinical Governance Committee. All applications must have approval of the relevant National/Regional Ethics Committee. The application must adhere to IntraCare's New Technology: New Procedure Policy.

17.17 All research must be approved by the Clinical Governance Committee. IntraCare will not be under any obligation to approve any such applications. On completion of a research study, a report outlining results/outcomes must be submitted.

**Innovative Procedures or Technologies**

17.18 Specialists should read and comply with IntraCare's New Technology: New Procedures Policy and should not employ experimental, new, untried or unorthodox technology or treatment while providing the Specialist Services to a Patient unless the Specialist has obtained IntraCare's prior written consent (which IntraCare agrees not to withhold unreasonably) except for incremental changes in existing technology and clinical practice, which accords with Best Practice.

**Public statements**

17.19 Specialists will not make or issue any statement to the media relating to the treatment of a patient without prior consultation with the Chief Executive Officer and the patient's medical practitioners, and obtaining the consent of the patient or their next of kin.

17.20 IntraCare respects and recognises the right of Specialists to engage in public debate and dialogue on matters relevant to their professional expertise and experience. The Specialists must, however, prior to entering such public debate and dialogue about any issues that is relevant to IntraCare, advise IntraCare of the issues that the Specialist intends to raise.

17.21 IntraCare will not prepare, use or make, any marketing material, media releases or public statement which directly or indirectly refers to a Specialist without first obtaining the approval of that Specialist (which will not be unreasonably withheld and will be provided in a timely manner).

**Use of names and logos**

17.22 All rights to the use of the names and logos of IntraCare belong to IntraCare. Use of those names and logos by any Specialist requires prior written agreement from the Chief Executive Officer.

## 18. REVIEW OF BYLAWS

18.1 A review of part or all of these Bylaws may be initiated by the Chief Executive Officer and submitted to the Board of IntraCare for consideration. Specialists will be invited to provide feedback on any changes to the Bylaws that are likely to have a significant impact on them but the Board of IntraCare has the sole discretion to approve any changes.

# APPENDICES

## Appendix 1: Definitions

1. "**Approved Area of Practice**" has the meaning given to it in clause 5.7.
2. "**Board**" means the Board of Directors of IntraCare, and its representatives.
3. "**Bylaws**" means the Specialist Bylaws 2023, as amended and updated from time to time;
4. "**Chief Executive Officer**" (CEO) means the person appointed by the Board and is responsible for the management of IntraCare.
5. "**Clinical Governance Committee**" means a forum of Specialists and invited representatives from the IntraCare facilities to discuss and advise the CEO on critical events, morbidity and mortality data, clinical audit processes, and, from time to time, the Specialists. It is chaired by the Chairperson who must be a medical practitioner who has been part of the admitting team and is nominated by the Clinical Governance Committee and appointed by the Chief Executive Officer and reports to the Board on issues defined within the terms of reference.
6. "**Confidential Information**" of a party means information in respect of that party provided or disclosed by, or obtained from, that party that :
   (a) is by its nature confidential; or
   (b) is specified by the party to be confidential; or
   (c) the other party knows or ought to know is confidential.

   For the avoidance of doubt Confidential Information includes information relating to the business, finances or other commercial affairs of IntraCare, related entities, and the Specialist, that is either disclosed as being confidential or could reasonably be presumed to be confidential. Confidential Information does not include information that is or becomes publicly known through no fault of the receiving party, or is disclosed by its owner to any third party without an obligation of confidentiality.
7. "**Inappropriate behaviour**" includes:
   (a) a contravention by the Specialist of the HPCAA;
      i) a contravention by the Specialist of:
      ii) a condition to which the Specialist's registration was subject; or
   (b) an undertaking given by the Specialist to the Medical Council;
   (c) the conviction of the Specialist for an offence under another Law, the nature of which may affect the Specialist's suitability to continue to practise the profession;
   (d) conduct, whether occurring in the practice of medicine or not, that is inconsistent with the Specialist being a fit and proper person to hold registration in the medical profession;
   (e) providing a person with health services of a kind that are excessive, unnecessary or otherwise not reasonably required for the person's wellbeing;
   (f) influencing, or attempting to influence, the conduct of another registered health practitioner in a way that may compromise patient care;
   (g) accepting a benefit as inducement, consideration or reward for referring another person to a health service provider or recommending another person use or consult with a health service provider;
   (h) offering or giving a person a benefit, consideration or reward in return for the person referring another person to the practitioner or recommending to another person that the person use a health service provided by the Specialist;

(i) referring a person to, or recommending that a person use or consult, another health service provider, health service or health product if the Specialist has a pecuniary interest in giving that referral or recommendation, unless the Specialist discloses the nature of that interest to the person before or at the time of giving the referral or recommendation;

(j) conduct or behaviour toward the public or another medical professional that is inconsistent with the NZMA Code of Ethics or professional standards, guidelines and policies published or provided by the Medical Council;

(k) conduct or behaviour that is disruptive to (or inconsistent with) the effective functioning of IntraCare (including its staff) as an organisation with a reputation for, and culture of, clinical and organisational excellence and best patient care, including bullying or intimidation, sexual harassment, racial, ethnic, gender or sexist slurs, abusive or offensive language, treating colleagues discourteously, disrespectfully or unreasonably; and

(l) any professional conduct that is of a lesser standard than that which might reasonably be expected of the Specialist by the public or the Specialist's professional peers.

8. "**IntraCare**" means Intra Limited trading as 'IntraCare'.

9. "**Radiation Users Licence**" means a Licences issued by the Office of Radiation Safety pursuant to section 22 of the Radiation Safety Act 2016 for the use of radiation sources, and having the scope required for the use of x-ray equipment in connection with the provision of the Specialist Services at the Facilities

10. "**Specialists**" are those specialists who have successfully completed IntraCare's credentialing (or re-credentialing) process, have been offered General Privileges in an Approved Area of Practice and have entered into a Specialist Medical Practice Agreement with IntraCare.

11. "**Specialists Responsibilities**" means the Specialist Responsibilities set out in Appendix 3, as amended and updated from time to time.

12. "**Specialist Services**" means the specialist medical services provided or to be provided (as applicable) by the Specialist at a Facility or the Facilities (as applicable) as approved by IntraCare pursuant to the Specialist Medical Services Agreement and recorded from time to time by IntraCare as the Specialist's Approved Area of Practice. "Including" and similar works do not imply any limitation.

13. The plural includes the singular and vice versa.

14. Any reference to any policies or procedures are to those document as amended and/or updated from time to time.

## Appendix 2: References


1. Good Medical Practice – a Guide for Doctors, Medical Council of New Zealand November 2021

2. Code of Ethics for the New Zealand Medical Profession, NZMA 2014

3. Unprofessional Behaviour: Medical Council of New Zealand August 2020

## Appendix 3: Specialist Responsibilities

### 1. INTRODUCTION

The purpose of this document is to set out how IntraCare expects IntraCare Specialists to establish and maintain a positive and collaborative relationship with each other and staff, and to collectively deliver quality care to patients.

Each Specialist has a responsibility to contribute to the function of IntraCare and its facilities, with peer support, teamwork, and collegiality with their associated health professionals. This document sets out the day-to-day roles and responsibilities of Specialists in seeking to do so.

Specialists should read this alongside the IntraCare Specialists Bylaws, as amended and updated from time to time (Bylaws).

This document may be updated or amended in whole or in part at any time by IntraCare from time to time.

Several Policies are referenced in this document. These can be accessed via the IntraCare Intranet or by speaking with one of the clinical team who will access them on your behalf.

### 2. PATIENT MANAGEMENT

Specialists are solely responsible for their own practice and conduct. Specialists admitting patients to IntraCare are solely responsible for the care and management of their patients.

At the time of discharge from IntraCare, it is recommended that Specialists provide patients with contact information in the event of complications/concerns following discharge.

In the event of any adverse outcome for a patient whilst receiving healthcare at IntraCare Specialists are responsible for any disclosure of such issues to the patient/family/or representative of the patient required by applicable open disclosure requirements and guidance. It is important for any such disclosure to be witnessed and documented within the clinical records. Specialists are also responsible for advising such issues to the Accident Compensation Commission where required or appropriate, and complete the appropriate documentation.

If a Specialist has any patient hospitalised during any period where the Specialist will be unavailable the Specialist is responsible for ensuring in their absence:

(a) they have arranged coverage for the hospitalised patient by another Medical Practitioner who is Credentialed in a specialty appropriate for the care of the Patient at the relevant Facility; and

(b) They have informed the nurse in charge of the relevant ward/unit at the Facility where the patient is hospitalised of the alternate cover arrangements that have been made.

### 3. ANGIOGRAPHY SUITE SESSIONS

#### a) Angiography Suite Schedule (ownership, utilisation)

Lists remain under the discretion and control of IntraCare at all times, notwithstanding how long a Specialist has held a list.

Specialists are expected to maximise the use of the allocated sessions.

Room time is expensive to provide, therefore IntraCare's expectation is that allocated sessions are fully and consistently utilised. IntraCare reserves the right to reallocate, shorten or remove sessions which are not well utilised following engagement with the Specialist.

The allocation, reallocation or removal of sessions will only occur following discussion between the Specialist, the Chief Executive Officer and the sharing of utilisation data with the Specialist. Any allocation, reallocation or removal will be confirmed in writing by the Chief Executive Officer.

**b) Allocation of Sessions**

Adhoc Lists - Adhoc sessions are available to all credentialed Specialists and can be requested via IntraCare's Administration team.

Request for additional regular session - Requests for an additional regular session are to be made in writing to the Chief Executive Officer. Additional regular sessions, once agreed, will be confirmed in writing.

Add on to a closed and confirmed submitted list - Add-ons to a closed and confirmed submitted list can be requested via IntraCare Bookings. Such requests must be made as soon as known and only up to 48 hours prior to scheduled list.

**c) Cancellation of Lists**

Specialists are required to notify IntraCare Bookings of a schedule list cancellation a minimum of 5 working days in advance. This assists in the reallocation of session time. Best endeavours will be made should there be a request to reinstate a cancelled list, however this cannot be guaranteed.

**d) Specialist Leave Notification**

IntraCare requires Specialists to provide notification of leave a minimum of 6 weeks in advance of the scheduled list. Should you wish to reallocate this session to another Specialist, this should be noted on the Leave Advice Notice. IntraCare will send a Leave Advice Notice to each Specialist on a quarterly basis for expected leave in the following 3 months. Specialists are required to complete this and return to IntraCare Bookings.

**e) Specialist/Anaesthetist Relationship**

The primary responsibility for this relationship sits with the Specialist and Anaesthetists. Any issues regarding patient suitability and the establishment and/or ending of any working relationship are for the Specialist and Anaesthetist to manage and resolve.

**f) Consent**

It is the responsibility of the Specialist to ensure the patient has been provided with sufficient information to make an informed decision about the proposed procedure and their consent is recorded on a Consent Form which is signed by the patient and the Specialist prior to the administration of a general/regional anaesthetic for surgery or medical care.

**g) Visitors to the Angiography Suite**

Consent should be sought from the patient for the presence of personnel who are not an integral part of the team. This should be recorded in the clinical record or on the consent form.

**h) Surgical Site Marking**

The Specialist must clearly mark where practicable, or otherwise clearly identify the site in a way that is appropriate for the procedure being performed.

**i) Surgical Safety Checklist**

The Specialist must be present in the facility before the commencement of anaesthesia for any procedure on his/her list. All members of the team are expected to participate and be actively involved in Surgical Safety Checklist, in line with the Health Quality and Safety Commission Guidelines and endorsed by RACS.

**j) Procedure Team Briefing**

IntraCare requires that all lists commence with a team briefing where all members of the surgical team are required to be present in line with Health Quality and Safety Commission.

### k) Start and Finish Times

The expectation is that all lists will commence at the scheduled time. Our standard session times are:

AM sessions: 0700 – 1200; PM sessions: 1300 – 1700; AD sessions: 0800 – 1700

Alternative early start and late finish times can be requested by email to the IntraCare Bookings at least 5 working days prior to the scheduled list. Confirmation by the Bookings team will occur after consultation with the Clinical Leadership Teams, subject to staff and session time availability.

### l) Specimens

Specialists must ensure that whenever a pathological examination of a specimen is relevant to the diagnosis, specimens sent for examination are recorded on the patient's procedure record. A copy of the report must be placed in the patient's clinical record and signed by the relevant credentialed specialist. The Specialist will ensure that all specimens sent for pathological examination are recorded in a register.

### m) Equipment

Specialists are responsible for the care and safety of IntraCare's equipment and must immediately notify the Technical Charge of any damage to such equipment.

Annually, prior to the setting of the capital budget, Specialists will be asked to provide input into requirements for new or additional equipment. This will assist in informing the ongoing capital programme.

Specialists are not permitted to use personally owned equipment at IntraCare, without prior approval. As a rule, equipment should not remain on site

IntraCare will not be liable for any repair, replacement, loss or damage of equipment owned by the Specialist and Specialists should arrange for insurance cover (if appropriate).

Equipment is supplied by individual Specialists, these must comply with biomedical, electrical and Infection Control/Sterilisation standards. Appropriate certification and evidence of service documentation may be requested by the Technical Charge. All electrical equipment must be tested prior to use and a Loan Form completed if the equipment is to remain onsite.

## 4. ANAESTHETIC CARE

### a) Anaesthetic Assessment

The Anaesthetist is responsible for assessing suitability of all patients for surgery or procedure prior to admission.

### b) Anaesthetic Consent

It is the responsibility of the Anaesthetist to ensure the IntraCare's Consent for Anaesthesia Form is signed and dated by the patient following appropriate explanations being given, prior to surgery or procedure. This includes the consenting of blood and blood products.

For regional anaesthesia the Anaesthetist and Surgeon must confirm site and side of the intended surgery.

### c) Perioperative Management (Safersleep)

The organisation's electronic anaesthetic management system (currently Safersleep) is available for cases.

## 5. COSTS AND ESTIMATES

### a) Estimated costs

As part of Informed Consent, Specialists must ensure that each patient is advised of an estimated cost of the procedure prior to admission, and the possible deposit of monies to be paid prior to admission as outlined in the IntraCare payment terms.

Specialists and insured patients may request an up-to-date estimate from the IntraCare Admin Team.

All un-insured/self-paying patients must request an estimate from the IntraCare Admin Team.

### b) Specialists must advise:

Insured patients to obtain prior approval for treatment from their insurance company and determine if there may be a gap payment of hospital costs, to be deposited, prior to admission as part of their insurance agreement.

Un-insured patients, that they are required to pay the full estimate prior to admission and any outstanding balance on invoice after discharge.

### c) Additional procedure requirements

Where there are additional requirements to the procedure that will have an impact on the overall cost of the procedure, for example implants, those costs must be provided to the Admin team to ensure we are able to provide accurate estimates to your patients.

## 6. BOOKING OF PATIENTS ON LISTS

### a) Process for submitting a scheduled list

Scheduled lists must be submitted to IntraCare Bookings by close of business 3 working days ahead of the Specialist's scheduled session. Any changes or additions will be by request to the IntraCare Admin Team. Best endeavours will be made to accommodate this request, however this cannot be guaranteed.

Specialists must indicate the need for inpatient care and if an Anaesthetist is required.

If a session time is not fully utilised at the time the list is closed off, we may allocate the remaining time to another specialist.

### b) Submission of List using the IntraCare Booking Sheet Template

All sections of the IntraCare Booking Sheet are required to be completed prior to submission of the list. (See Appendix 1). Rooms may use their own Booking List Template, but it must cover all the required fields that are included on the IntraCare Booking Sheet Template.

To ensure the appropriate transfer of care we request that you provide your last clinic letter to the patients General Practitioner and any relevant reports.

### c) Changes to Approved Lists

Any cancellations, replacements or changes to patients on approved lists must be emailed to the Admin team. Like for like replacement are likely to be approved. However, there may be occasions where changes to procedure or LOS may not be able to be accommodated.

## 7. INPATIENT SERVICES

### a) Prior to Admission

IntraCare requires the completion and submission of patient admission documentation prior to admission. These documents must be sent to the hospital where the procedure is to be carried out.

### b) Consent

Specialists are required to comply with the IntraCare Consent Policy. This is available on the intranet or speak with a Clinical Manager.

Written consent must be obtained separately for each proposed treatment, proposed treatment, procedure, experimental or diagnostic participation in research (including clinical trials), or teaching (e.g. anaesthetics, surgery, blood products, video and photography) by the person who is going to undertake the proposed procedure. This will be accepted as evidence of informed consent.

Written consent is valid for 3 months from date of signing by the patient and Surgeon. IntraCare deems the consent invalid after 3 months. The patient must resign and date all consent forms after 3 months.

### c) Eligibility for Admission

The Chief Executive Officer has ultimate responsibility for determining the range and type of care available to patients at IntraCare, and therefore the type of patient (including age and condition etc.) that may be eligible to be admitted.

Only IntraCare and Allevia Hospital Epsom credentialed Specialists may admit patients to Allevia Hospital Epsom. Temporary credentialing may be available. Refer Bylaws for more information.

The selection of patients for admission involves the recognition and evaluation of risk, and the possible complications for both the medical or surgical procedure and the individual patient.

Admissions are accepted subject to:

- Availability of appropriate patient placement. (Including single room with en-suite for patients known MDRO positive)
- Availability of appropriate nursing care.
- Availability of appropriate resources to meet patient's needs. This includes elective private surgical patients, elective private medical patients and contract patients.
- Compliance with the IntraCare's payment terms.

### d) Paediatric Admissions

Specialists are required to comply with the IntraCare Patient Entry Eligibility and Declination Policy. This available on the Intranet or speak with our Clinical Manager.

Definition: Children at IntraCare are considered to be paediatric when they are aged 16 years or under at the time of admission.

IntraCare does not admit patients under the age of 12 years.

Children under the age of 14 years will not be admitted to Allevia Hospital ICU/HDU/CIU.

Surgeons and Anaesthetists will, at the time of credentialing, indicate that they will be operating on/anaesthetising paediatric patients.

### e) Pre-Admission Service

Patients with a complex patient history may be contacted by the Pre-Admission Nurse up to two weeks prior to admission.

The Pre-admission Registered Nurses will refer appropriately to the patient's Anaesthetist and/or the multi-disciplinary team which may include; Clinical Pharmacist, Specialist Pain Team, Dieticians and/or Physiotherapists for any issues related to the procedure of on ongoing care.

## 8. PATIENT ADMISSION

### a) Day of surgery admission

Specialists are required to comply with the following Admission Management of a Patient Policy.

**b) Continuity of Care for Patients admitted to Allevia Hospital Epsom (includes documentation, availability, visits)**

Specialists are required to:

- Attend and review patients on a daily basis and communicate plans to the ward team.
- Document progress notes, amend treatment orders and medications.
- Be available for contact at all times OR
- Comply with arranging cover requirements.

**c) Documentation in clinical record**

Specialists are required to maintain clinical records in a current, detailed, organised and comprehensive manner and in accordance with accepted professional practice, IntraCare policies, Health Insurer Agreements, and the Code of Health and Disability Services Consumers' Rights Clinical records must be legible, reflect all aspects of pertinent treatment and care, and contain all other relevant information relating to the patient's medical care and treatment by the Specialist or Anaesthetist.

Specialists must ensure that all orders for treatment of a Patient:

(a) are in writing, which are either:
  i) written and signed by the Specialist; or
  ii) recorded in detail and:
    1. signed by a registered nurse from an order given orally by the Specialist and confirmed by a second nurse; and
    2. counter-signed by the Specialist at his or her next visit to the Patient;

(b) are entered into the Patient's chart; and

(c) are recorded clearly, legibly and completely.

**9. PATIENT DISCHARGE**

Specialists are required to comply with the Discharge Management of a patient policy.

**a) Responsibility and Planning for Discharge**

Responsibility for the patient's post-operative rehabilitation requirements rests with the admitting Specialist.

**b) Pre-discharge Visit**

Responsibility lies with the admitting Specialist to visit the patient prior to discharge.

The Specialist must document the request for discharge and any further follow up required in the clinical progress notes.

**c) Discharge Medication**

Following review from the admitting Specialist the Registered Nurse will document the discharge medications in the Discharge Summary.

**d) Discharge Summary on Day of Discharge**

The Registered Nurse will complete Discharge Summary following a review and documentation in the clinical notes by the admitting Specialist.

**e) Death of a Patient**

A deceased patient must be pronounced dead by the admitting Specialist, or another duly qualified medical practitioner nominated by the Specialist. The Chief Executive Officer/Medical Director must be immediately informed and the admitting Specialist must notify the Coroner in

accordance with New Zealand Law. The Death Certificate must be completed before the body is released. The release of the body of the deceased must be in accordance law and relevant IntraCare Policy.

## 10. INFECTION PREVENTION AND CONTROL

Hospital acquired infection is an established risk for any patient who receives care in a hospital environment. IntraCare supports all measures that contribute to minimising this risk.

Specialists shall comply with IntraCare Infection Prevention and Control policies and procedures. Compliance is demonstrated when the following actions are undertaken:

- Personally performing hand hygiene before and after each and every patient contact in line with the World Health Organisation and Health Quality and Safety Commission's 5 Moments of Hand Hygiene principles.
- Implementing standard precautions when in contact with any body fluids.
- Wearing appropriate personal protective equipment, mask/gloves/gown if a patient is receiving isolation care, or during procedures.
- Supporting the maintenance of the hygienic state of the patient's environment.
- Initiating pre-admission screening of a patient who meet the IntraCare's screening criteria for multi-drug resistant screening criteria for multi-drug resistant organisms (MDROs) which may include MRSA, VRA and ESBL and provision of results prior to admission .
- Supporting infection prevention and control audits which may be undertaken from time to time to monitor compliance with any IntraCare infection and control policies and procedures.

## 11. MEDICINES MANAGEMENT SERVICES

### a) Clinical Pharmacy Service

- The onsite Pharmacy Department provides a full pharmacy service including procurement, supply chain management, medicines management, clinical pharmacy and dispensary services.
- Advice and interventions regarding safe use of medicines and quality prescribing practice.
- Assistance with therapeutic drug monitoring and medicines information queries.
- The clinical pharmacy team work Monday to Friday, 7:30am to 4:30pm.

### b) Regular Medications

The patient will be advised to bring their regular medications, in their original pharmacy labelled containers, on admission.

### c) Patient Self-Medication

Patients may only self-medicate under the supervision of a registered nurse and only for limited medications (e.g. inhalers, eye drops), in accordance with policy. These must also be prescribed on the inpatient medication chart.

### d) Unregistered medicines and off-label use

The prescriber must inform patients and obtain consent for the use of medications unregistered in New Zealand. The level of consent (written/verbal) is dependent on the risk and supporting evidence. Refer to guidance on the Medsafe website.

## 12. MEDICINES GOVERNANCE

### a) Prescribing Stationery

- Prescribers must use the provided stationery and meaningfully use electronic prescribing systems where these exist.

- Controlled Drug stationery may not be used other than for the treatment of an IntraCare patient with a current episode of care.

**b) Prescribing Practice**

Specialists must comply with the Medication and Intravenous Fluid Prescribing Policy which upholds the Medication Charting Standard and associated User Guide https://www.hqsc.govt.nz/assets/Medication-Safety/NMC-PR/NMC-UserGuide-Oct2012.pdf as set out by the particular note:

- PRN medication must have an indication and maximum dose (per 24h) endorsed. Allergy documenting allergies as per NMC User Guide.
- Use of approved abbreviations and avoidance of error-prone abbreviations.

**c) Verbal and Standing orders**

- Specialists must comply with IntraCare's verbal order and standing order policies.
- Verbal orders cannot be taken for any controlled drug; this includes both Schedule B (e.g morphine, oxycodone) and Schedule C (e.g. codeine, benzodiazepines) controlled drugs. Therefore all CDs need to be ordered in person or via standing order where one exists.
- Both verbal and standing orders require a verbal discussion with the Specialist prior to initiation/administration.
- Medications must not be ordered by text message. These should be by phone order.
- Both verbal and standing orders require counter-signing within 24 hours.

**d) Paediatric Prescribing**

Unless under the advice of a paediatric pain specialist, prescribing for paediatric patients should align with the Starship Paediatric Analgesia Guidelines.

**e) Discharge Prescribing**

Where discharge prescriptions are written in advance, these must be reviewed for appropriateness nearer to time of discharge.