

# Access Agreement

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AGREEMENT FOR

ACCESS TO:

(names of maternity  
facilities)

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Practitioner's full  
name:

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Address:

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Contact details:  
(phone, work phone,  
pager, email)

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Professional  
qualifications:

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Does the practitioner currently employed at, or contracted to, any  
of the maternity facilities listed above?

Yes / No

The practitioner must attach to this Access Agreement:

- (a) the names and addresses of two referees who can verify the identity of the practitioner;
- (b) a copy of their New Zealand annual practising certificate; and
- (c) confirmation of their indemnity protection.

The practitioner confirms that all the information provided above is true and correct and agrees to be bound by the terms and conditions of this Access Agreement.

Practitioner's signature: \_\_\_\_\_

Date: \_\_\_\_\_

The provider of the maternity facilities listed above agrees to be bound by the terms and conditions of this Access Agreement.

Signed for, and on behalf of, the provider of the maternity facilities listed above:

Provider: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The information provided in this Access Agreement is collected by the maternity facility for the purpose of issuing and maintaining the agreement, and will not be used for any other purpose.

# Terms and conditions of access to a maternity facility

## Purpose of this agreement

### 1 Purpose

- (1) The practitioner named above is a practitioner as defined by the Primary Maternity Services Notice 2021 issued pursuant to Section 88 of the New Zealand Public Health and Disability Act 2000 (the "Notice"). The practitioner has requested access to the maternity facilities listed above (the "facility" or "facilities") for the purpose of providing labour and birth and inpatient postnatal care to the practitioner's maternity clients.
- (2) This Access Agreement provides the practitioner with access to the services of the facilities as specified in the service specifications for maternity facility services issued by the Ministry of Health, in accordance with the terms and conditions set out in this Access Agreement.

## Obligations of both parties

### 2 Clinical safety

Primary maternity services will be provided in a clinically safe manner. This means that primary maternity care provided by the practitioner or the facilities must be based on the application of the best available knowledge derived from research and clinical expertise that incorporates the skills and standards of the relevant profession.

### 3 Cultural safety

Primary maternity services will be provided in a manner that recognises cultural differences and is sensitive to the cultural traditions, protocols and customs of the woman.

### 4 Māori health outcomes

Primary maternity services are intended to achieve Māori health outcomes and reduce Māori health inequalities by facilitating access to maternity services by Māori, ensuring appropriate pathways through those services and that maternity services address the primary maternity needs of Māori.

### 5 Referral guidelines

Both parties will take into account the Guidelines for Consultation with Obstetric and Related Specialist Medical Services (the "Referral Guidelines") that identify clinical reasons for consultation with a specialist and that are published by the Ministry of Health from time to time, when providing primary maternity services.

## **6 Policies and procedures**

- (1) All relevant administrative policies of the facilities are to be available to the practitioner in those facilities.
- (2) All clinical policies and procedures of the facilities regarding the provision of primary maternity services will be developed, reviewed or updated by the facilities through the establishment of a working group. The working group will be established by the provider of the facilities from time to time, and will be comprised of representatives of the facility, representatives of the practitioners who have access agreements in respect of the facility, and the professional organisations of those practitioners. All clinical policies and procedures should be evidence based and consistent with any nationally developed guidelines.
- (3) All clinical policies and procedures of the facilities will form the basis of primary maternity care provided in the facilities and must be available to the practitioner.

## **7 Relationship between the maternity facility and the practitioner**

- (1) The relationship between the facilities and the practitioner gives the practitioner access to the facilities upon these terms and conditions, and is not to be construed as one of employment or a contract for service by the practitioner.
- (2) Subject to its obligations under the Health and Safety at Work Act 2015, the facilities shall not inquire into or specify matters relating to the operation or administration of the practitioner's practice.

## **8 Complaints management**

- (1) Where a woman makes a complaint about a primary maternity service provided to her in the facilities, the party receiving the complaint will advise the woman of the appropriate avenues for the complaint.
- (2) If the practitioner and the facilities both have responsibilities in respect of the service complained about then, with the consent of the woman, the party who receives the complaint shall discuss the issue with the other party.

## **9 Dispute management**

- (1) If any issue arises between the practitioner and the facilities in relation to the interpretation of, obligations under or compliance by either party to the terms of this access agreement, the practitioner and the facilities shall use their best endeavours to settle the dispute by agreement. The management of any dispute must be by a process that is mutually agreed by both parties.
- (2) The relevant professional organisation should be considered as a resource in preventing or managing any dispute.

## **10 Suspension**

- (1) The General Manager of the facilities shall have the right and complete discretion to immediately suspend access by the practitioner to the facility in the event of a serious complaint being made of gross misconduct, negligence, or a substantial or repeated breach of this agreement by the practitioner.
- (2) Within 48 hours of the suspension, the facilities will provide the practitioner with written reasons for the suspension.
- (3) The practitioner and the facilities shall use their best endeavours to manage the suspension by a process that is mutually agreed by both parties. The relevant professional organisation should be considered as a resource in managing the suspension.

## **Obligations of the practitioner**

### **11 Compliance with Statutes and Regulations**

The practitioner undertakes and agrees that all statutory, regulatory, legal, and professional requirements that apply to the primary maternity services provided by them are complied with.

### **12 Qualifications**

- (1) The practitioner shall at all times be one of the following:
  - (a) a general practitioner, meaning a health practitioner who is, or is deemed to be, registered with the Medical Council of New Zealand (established by the Health Practitioners Competence Assurance Act 2003) in the vocational scope of practice of general practice and holds an annual practising certificate and a Diploma in Obstetrics or a Diploma in Obstetrics and Medical Gynaecology (or equivalent, as determined by the New Zealand College of General Practitioners); or
  - (b) a midwife, meaning a health practitioner who is, or is deemed to be, registered with the Midwifery Council (established by the Health Practitioners Competence Assurance Act 2003) as a practitioner of the profession of midwifery and holds an annual practising certificate; or
  - (c) an obstetrician, meaning a health practitioner who is, or is deemed to be, registered with the Medical Council of New Zealand (established by the Health Practitioners Competence Assurance Act 2003) in the vocational scope of obstetrics and gynaecology and holds an annual practising certificate.
- (2) The practitioner will inform the facilities of any change in their practising status or any conditions attached to their annual practising certificate.

### **13 Professional responsibilities**

- (1) The practitioner agrees that he or she is fully responsible for his or her own professional practice.
- (2) The practitioner will explain to the woman the relationship between the practitioner and the facility.

### **14 Clinical competencies**

- (1) The practitioner is responsible for having the appropriate clinical competencies if the practitioner provides a woman with any one of the procedures listed below during labour and birth, in consultation with a specialist:
  - (a) management of women with epidurals;
  - (b) management of women requiring induction and augmentation;
  - (c) management of women requiring instrumental vaginal deliveries;
  - (d) interpretation of CTGs.
- (2) The practitioner must inform the facilities whether they have the appropriate clinical competencies to provide women in their care with any of the procedures listed in subclause (1) above.

### **15 Participation in protected quality assurance activities**

- (1) The practitioner will participate in quality assurance activities declared by the Ministry of Health to be protected quality assurance activities under section 54 of the Health Practitioners Competence Assurance Act 2003 that are relevant to the provision of primary maternity services in the facilities, including perinatal mortality review meetings where such meetings are protected quality assurance activities.
- (2) A list of all the protected quality assurance activities that are relevant to that facility must be available to the practitioner in the facility.

### **16 Indemnity protection**

The practitioner shall maintain appropriate professional indemnity protection at all times during the term of this agreement.

### **17 Students**

The practitioner shall be responsible for any student accompanying the practitioner in conjunction with a School of Midwifery or a School of Medicine.

## **18 Availability**

- (1) The practitioner, or a back-up Lead Maternity Carer, will be available 24 hours a day, 7 days a week to provide community or hospital-based assessment for urgent problems, other than acute emergencies, in accordance with clause DA6(2) of the Notice.
- (2) The practitioner must ensure that the back-up Lead Maternity Carer has a current Access Agreement with the facilities.

## **19 Administrative requirements**

The practitioner will meet any reasonable administrative requirements of the facilities to the extent necessary to enable the facilities to run an efficient and coordinated service.

## **20 Contact details**

The practitioner shall notify the facilities of any changes in their contact details.

## **Obligations of the facility**

### **21 Health and safety**

The facilities will comply with their obligations under the Health and Safety at Work Act 2015, including taking all practicable steps to ensure that no hazard in or arising in the facilities harms a practitioner working on the premises, and warning practitioners of significant hazards in the facilities that would not normally be expected to arise in that type of place or work.

### **22 Orientation**

The facility shall provide the practitioner with an orientation to its facility at a time mutually agreeable to both parties.

### **23 Education forums**

Where a practitioner provides care that includes any one of the procedures listed below (and in clause 14 of this Access Agreement), where the facilities provides access to educational courses or forums to its employees, the facilities will make available to the practitioner these updates and refresher courses:

- (a) management of women with epidurals;
- (b) management of women requiring induction and augmentation;
- (c) management of women requiring instrumental vaginal deliveries; or
- (d) interpretation of CTGs.

## **24 Administrative requirements**

The facility shall facilitate the practitioner's compliance with any administrative requirements.

## **25 Availability of facilities**

The facility shall ensure that reasonable notice is given prior to any reduction or cessation of the facility's services.

## **Other terms and conditions**

### **26 Entire agreement**

These terms and conditions form the entire agreement between the maternity facility and the practitioner.

### **27 Term**

- (1) This agreement is continuous, subject to an annual sighting of the practitioner's annual practising certificate, indemnity protection, and ongoing compliance with the legislative requirements of the Children's Act 2014 to have passed an appropriate safety check of their suitability to work with children.
- (2) The practitioner may terminate this Access Agreement by giving written notice to the facilities.



September 2021

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