

Introduction

The Locum Midwife is a self-employed, independent contractor engaged to provide flexible workforce midwifery services in regions operated by Health New Zealand. This Agreement does not create an employment relationship between MMPO, Health NZ, or the Locum Midwife.

The below requirements and terms and conditions for Locum Midwives apply to all locum placements facilitated via the MMPO. This document is designed to ensure that standards of professional conduct, collaborative practice, and effective communication are always maintained by all midwives providing locum cover as contractors via the MMPO.

Please initial each page and complete and sign the final page of this document (page 4).

Required Behaviour

When undertaking a placement, Locum Midwives commit to work solely in the capacity of a locum in the role they have been contracted to for the duration of the contract period.

Respect and Collaboration: Locum Midwives are required to work in such a way that fosters a positive, inclusive, and collaborative work environment. Locum midwives should recognise their role as a temporary member of an existing team with its own established processes and organisational structure, and which may be operating on reduced staffing levels and limited resources.

Professional Responsibilities: Locum midwives are required to be punctual, understand their role and obligations, demonstrate integrity, reliability, and accountability, take ownership of their actions and decisions, adhere to professional standards and facility policies and procedures including health and safety.

Health and Safety: Locum midwives are responsible for ensuring that prior to or at the immediate start of their first placement:

- they are able to perform the responsibilities as described in the Locum Role description, and
- they have been orientated adequately to any facility where they have been contracted to provide cover, including knowing how to escalate care.

Confidentiality and Privacy: All data and information regarding patients, colleagues, locum midwife contracts, and related matters are strictly private and confidential. While undertaking contracted work, and even after its conclusion, locum midwives must not disclose any such information without proper consent, valid reason, or authorisation. This information includes patient-related information such as condition, treatment, or medical history, and business processes, material costs, personnel matters (including engagement terms and conditions), incidents, or confidential aspects of the client's business or affairs.

Conflict Resolution: Conflicts should be addressed constructively and proactively, with a focus on respectful dialogue, mediation, or established conflict resolution mechanisms, fostering a culture of trust, empathy, and understanding. Should any difficulties arise in the provision of locum services during the locum placement, the locum midwife will notify the facility Midwifery Manager and MMPO Locum Support as soon as is practicable.

Professional Development and Learning: Locum midwives are responsible for staying current with all professional education and skills requirements, engage in peer collaboration, interdisciplinary teamwork, and embrace opportunities for shared learning to enhance professional growth and midwifery practice. Some placements will require a specific skillset. Locum midwives are required to be computer literate, and to ensure that they are able to competently use any IT systems required for their placement.

Ethical Conduct and Advocacy: Locum midwives are required to work within the midwifery [Code of Ethics](#) and support whānau-centred care and evidence-based practice.

Indemnity and Liability: The locum midwife shall have professional indemnity insurance cover. The MMPO, College and Health New Zealand accept no liability for any claims arising from negligence, misconduct, or breach of health and safety obligations while performing services.

Communication Principles

Open Communication: Open, honest, and transparent communication with the MMPO Locum Service, Facility Managers, LMCs, and colleagues is essential. Sharing relevant information, concerns, and insights promptly supports effective decision-making and problem-solving.

Information Sharing particularly Unavailability or Absence: Timely communication with both the MMPO and the Facility/LMC is required regarding inability to complete a locum placement, temporary absences, unmet contractual obligations, or health-related issues impacting locum duties.

Cancellations for Facility-based Covers

Cancellation by the Locum Midwife: A notice period of 31 days is required for cancellation of a placement, except in emergencies outside immediate control. Locum midwives may bear costs for non-refundable flights and accommodations.

Cancellations by Facilities: Requirements for locum midwife covers managed by the MMPO are at the initial request of the maternity facility and are offered based on their planned requirements at that point in time. However, these requirements may change due to varying circumstances beyond our control, including but not limited to changes in healthcare facility needs, projected volumes, and staffing policies.

While the MMPO will endeavour to provide a like for like replacement cover in the event of any changes or cancellations, we regret that we cannot guarantee this. MMPO will make all reasonable efforts to communicate any changes in a timely manner.

By agreeing to complete the cover, the locum midwife acknowledges the potential for changes or cancellations and agrees that MMPO will not be liable for any inability to provide replacement cover.

General Administration

Self-employed Contractor Responsibilities: Locum midwives work as self-employed independent contractors when completing locum midwife placements through the MMPO and are not employees of the MMPO or Health NZ. Locum midwives are therefore responsible for their own taxes, insurance, and other statutory obligations.

Locum Cover Documentation and Compliance: To maintain the highest standards of professionalism and ensure compliance with regulatory and facility-based requirements, locum midwives must provide all necessary documentation promptly and accurately. This will include but is not limited to the following: Current APC, Indemnity Insurance and CVCheck. Facilities may also request evidence of your Locum midwife Skill Set to ensure this is current and relevant to the locum role.

Expense Reimbursement Policy (Facility-based covers only): By accepting a locum placement, the locum midwife acknowledges that only expenses specifically listed as part of the locum package as outlined in the Role Confirmation email for the specified placement will be eligible for reimbursement. No expenses will be eligible for reimbursement without an original receipt and locums are responsible for providing all receipts to the MMPO for approval and reimbursement. No other expenses or reimbursements beyond those specified in the locum package will be paid.

Accommodation Policy (Facility-based covers only): To ensure that Health NZ (Te Whatu Ora) funding is utilised in the most effective and efficient manner accommodation provided by the contracting facility will always be prioritised and required to be utilised by the locum in the first instance. If no such accommodation is available, locums may arrange their own accommodation and be reimbursed up to an agreed nightly rate of \$150 excl. GST (based on receipts provided to the MMPO Locum Service), where this has been clearly specified in the locum package and with prior agreement by Health NZ (Te Whatu Ora) for the specified placement only.

Flight Change Policy (Facility-based covers only): All flights will be booked in advance by the MMPO in consultation with the locum midwife (excluding LMC cover).

Any requests for changes to confirmed flights made by the locum – except where due to a change in rostered locum shifts, or a personal emergency or other circumstances outside of the locum's immediate control – will be subject to the conditions below.

- First requested change to a confirmed flight for personal reasons – any applicable difference in airfare, along with the travel agency service fee of \$19.55 will be charged to the locum.
- Any subsequent requested changes to a confirmed flight for personal reasons – an administrative fee of \$50 per change (which includes the travel agency service fee of \$19.55 per change) will be charged to the locum in addition to any applicable difference in airfare.

Locum Midwife Engagement Agreement

- I agree to cover the Maternity Facility or LMC midwife for the cover period(s) and in the Locum Midwife Role agreed between myself and the facility/midwife.
- I have read and will abide by all of the terms and conditions outlined in the Locum Midwife Engagement Agreement (this document), and available under Resources in the Locum Portal.
- I acknowledge that I am required to comply with all relevant Professional Standards, Codes and Guidelines of Practice, as well as the policies and procedures of any maternity facilities where I provide midwifery services as part of any locum midwife placements I complete.
- I confirm that I am not currently under Midwifery Council processes such as competency review or competence programme, there are no complaints or cases against me before the Health and Disability Commissioner, the Midwifery Council, the Professional Conduct Committee, ACC or the Health Practitioners Disciplinary Tribunal. If I become aware of such a complaint or process, I will notify the MMPO Locum Service immediately.
- I confirm that I have met all the requirements of the Midwifery Council Recertification Programme over the previous three years as set out by the Midwifery Council.
- I confirm that I am not on a short call-back for Midwifery Standards Review and that I will notify the MMPO Locum Service immediately if this happens.
- I acknowledge the potential for changes or cancellations to locum placements and agree that the MMPO is not liable for any inability to provide replacement cover.
- I understand that as an independent self-employed contractor and not an employee of the MMPO, I am responsible for my own taxes, insurance, and other statutory obligations.
- I understand that should any claims of negligence, misconduct, or breach of health and safety obligations arise while undertaking a locum placement, I agree to indemnify the MMPO, College and Health New Zealand.
- I understand and agree that should any difficulties arise in the provision of the Locum services I will notify the MMPO Locum Service and the Midwife or Maternity Facility as soon as practicable.
- Dispute resolution: I understand and agree that where any dispute arises between the MMPO Locum Service and me, either one of us may commence the complaint process by submitting the dispute in writing to the MMPO in a timely fashion. The complainant and respondent will be informed in writing of the decision and any actions to be taken within 30 working days from the date of acknowledgment, unless an extension is required due to the complexity of the case. If the dispute is not satisfactorily resolved, then either one of us may file a claim with the Disputes Tribunal.

Locum Name

Signature.....

Date.....