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## Midwife

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### Report on Opinion - Case 97HDC8623

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**Complaint** The Commissioner received a complaint from a consumer's GP. The complaint is that the provider, a Midwife:

- *did not attend the consumer in the last four weeks of her pregnancy and made no alternative arrangements to provide the consumer with antenatal care for that period.*
  - *advised the consumer that she would not be able to attend the consumer and her baby for the first five days after birth and did not arrange for alternative postnatal care for the consumer to cover this period.*
  - *did not inform the consumer that her contract with a Hospital had been suspended.*
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**Investigation** The complaint was received on 15 September 1997 through the Nursing Council of New Zealand and an investigation was commenced. Information was obtained from:

The Consumer  
The Provider, Midwife  
The Complainant, the Consumer's GP  
The Registrar, Nursing Council of New Zealand

The Commissioner received advice from a midwife.

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**Outcome of Investigation** In April 1997, the consumer and her husband requested the services of a midwife so that their first baby could be born at home. The expected date of delivery was in mid-August 1997. The consumer stated that they chose the provider as their midwife and lead maternity carer because they could not find a suitable local alternative. The consumer lived 45 minutes from a main town and the Midwife lived elsewhere, but had other clients in the consumer's area for whom she acted as midwife.

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## Midwife

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### Report on Opinion - Case 97HDC8623, continued

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**Outcome of  
Investigation,  
*continued***

The Midwife stated that at their first meeting the consumer was informed there was limited Health Funding Authority (HFA) funding to subsidise visits by midwives to rural clients. Visits would therefore only be possible on a monthly basis and when visiting other clients in that area. The Midwife also informed the consumer if a medical problem arose, she should attend her general practitioner, or if there were concerns with her pregnancy, she should telephone or page the Midwife so that further action could be organised. The Midwife stated the consumer agreed to these conditions.

The consumer's understanding was that there was limited HFA funding for visits by midwives and that the Midwife would visit on a monthly basis. However there was no written agreement on the number of visits to be made. The consumer stated the Midwife would often give short notice of these visits by telephoning one or two days ahead to say that she was coming.

In the clinical notes the visits are documented for dates in early April 1997, two dates in May 1997, a date in mid-June 1997, and a date in mid-July 1997. The consumer gave birth in early August 1997, and had been seen two weeks before the baby's birth.

In late July 1997, the consumer telephoned the Midwife to say she had recently been to a general practitioner with back pain. The consumer advised that she wanted more frequent antenatal visits and contact with her general practitioner. In reply the Midwife undertook to write to the consumer's GP about the request for additional visits and to update her on other matters to do with the consumer.

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## Midwife

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### Report on Opinion - Case 97HDC8623, continued

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**Outcome of  
Investigation,  
*continued***

My midwife advisor states that rural midwives are expected to visit six weekly until 24 weeks, then monthly until 34 weeks, then fortnightly until the last two weeks and then weekly.

The Midwife, in her response to the Commissioner, enclosed a copy of a letter she wrote to the consumer's GP dated 26 July 1997 that included the statements:

*"My visits to my [rural] clients have tended to be monthly and although this has sufficed for other Women, [the consumer] feels the need to be seen more frequently. ... She is aware that I am unable to visit more frequently at this point in time. I suggested that she visit you to help maintain her confidence if you are agreeable."*

However, the consumer's GP stated the Midwife did not actively promote the consumer's visits to the doctor as an essential part of her antenatal care given that she, as midwife, could not visit more frequently. The GP was concerned that the consumer was advised that she should attend her general practitioner to "maintain her confidence", and therefore the Midwife downplayed the role of the general practitioner in providing the consumer's antenatal care.

In response, the Midwife stated she did not intend her comments about the doctor to mean that she downplayed her role. The Midwife stated she supported the involvement of the General Practitioner and ensured her letter with all the relevant details was faxed through to the doctor before the consumer was seen. In addition, the Midwife provided evidence of several telephone calls made to the consumer's GP in late July 1997 on hearing of the consumer's condition.

The Midwife also stated that she considers her visits were adequate for the consumer's stage of pregnancy and would have made other arrangements to see the consumer on that day if the consumer had not informed her four days earlier that she intended to see her General Practitioner.

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## Midwife

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### Report on Opinion - Case 97HDC8623, continued

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**Outcome of  
Investigation,  
*continued***

In late July 1997 the consumer saw her GP and it was discovered that she had pre-eclampsia. The GP stated that at 37 weeks pregnant, the consumer had not been seen for 10 days and had not been advised by the midwife that she should have routine check-ups before delivery. The GP then tried to telephone the Midwife but she was initially unavailable. The GP informed the consumer a home birth would be impossible in her current state and suggested she transfer to Hospital. When the consumer's GP telephoned that hospital ("the first Hospital"), she was informed that the Midwife's access contract to that Hospital had been suspended. The consumer then reconsidered and requested admission to a second Hospital because she had relatives living in that city. The consumer's GP contacted the Midwife later that day and discussed the situation. The consumer was then driven to the second Hospital later that day, where after intensive blood pressure management and an attempted induction over two days, the consumer had a caesarean section.

The consumer reported the Midwife advised her that she would not be able to attend for the first five days after the birth and did not arrange for alternative postnatal care to cover this period. The consumer was initially concerned and therefore applied to the HFA for additional funding, which was declined.

The Midwife stated that her usual practice for rural clients is to visit on the fifth day after delivery and then during the second, fourth and sixth weeks after delivery. She further advised that the consumer and her husband were aware of the constraints on the number of times that she could visit postnatally and that they had discussed the matter before the birth and set up strategies to overcome the potential problems. The arrangement if the birth was at home was for the Midwife to stay until breast-feeding was established and after that to remain in telephone contact in-between her visits. The consumer's GP would also be available if necessary and possibly the consumer's mother.

The Midwife stated that while in the second Hospital, the consumer and her husband telephoned her and requested she provide postnatal care. They had been offered postnatal care by a smaller Hospital's maternity unit but they rejected this in favour of returning home. Instead, their arrangement was that after their discharge from Hospital on the Tuesday, the Midwife would arrive at their home on the Thursday and stay until Saturday.

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## Midwife

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### Report on Opinion - Case 97HDC8623, continued

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**Outcome of  
Investigation,  
*continued***

The Midwife reported she stayed with the family during this time as planned. The consumer said she was satisfied with the care provided by the Midwife during this time and stated further that she was seeing the consumer's GP regularly during this time for management of her blood pressure. In addition, the consumer reported she arranged for a midwife who lived nearby to weigh the baby in late August. The Midwife made her last visit to the consumer in the first week of September and made further follow-up arrangements with the consumer's GP who agreed to do the six week check.

The consumer's GP stated that the Midwife did not inform the consumer that her access contract had been suspended from the first Hospital. The consumer confirmed this and stated that if she had known this, she would not have continued with the Midwife as her Lead Maternity Carer. In reply, the Midwife explained that when she commenced as lead maternity carer for the consumer, she understood that the consumer's preference was for a home birth but that if this were not possible then she wished to go to the first Hospital. The Midwife stated that at that time, her access to that Hospital was effective.

The Midwife first knew that her access was denied in mid-June 1997, effective from the start of July 1997. The Midwife reported that she completed the required review with the Midwife's Standards Review Committee in mid-July 1997 and her understanding was that her access would be reinstated once the first Hospital had acknowledged that she had met the requirements.

The Midwife reported that she did not tell the consumer about her access being denied at the first Hospital because in her view this was not relevant. The understanding she had with the consumer was that there would be a home birth, with hospitalisation only if necessary. As a result, they did not discuss any further what would happen if she went to that Hospital. The Midwife considered that the consumer understood that if she needed to go to hospital she would be under "secondary services" with the hospital team taking the lead role. The Midwife would then be available in the role of a support person only and in her opinion, this did not change when the access contract was suspended. The Midwife stated that women have "a right of entry" to the hospital regardless of the midwife's access status and the hospital staff could not prevent her from entering the hospital with her patients in a supportive role rather than as a midwife.

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**Midwife**

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**Report on Opinion - Case 97HDC8623, continued**

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**Code of  
Health and  
Disability  
Services  
Consumers'  
Rights***RIGHT 4**Right to Services of an Appropriate Standard*

- 5) *Every consumer has the right to co-operation among providers to ensure quality and continuity of services.*

*RIGHT 6**Right to be Fully Informed*

- 2) *Before making a choice or giving consent, every consumer has the right to the information that a reasonable consumer, in that consumer's circumstances, needs to make an informed choice or give informed consent.*

*RIGHT 7**Right to Make an Informed Choice and Give Informed Consent*

- 1) *Services may be provided to a consumer only if that consumer makes an informed choice and gives informed consent, except where any enactment, or the common law, or any other provision of this Code provides otherwise.*

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## Midwife

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### Report on Opinion - Case 97HDC8623, continued

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**Opinion:** **Right 6(2)****Breach**

In my opinion the Midwife breached Right 6(2) of the Code of Health and Disability Services Consumers' Rights.

It was the consumer's right to be fully informed when the Midwife's access contract with the first Hospital was suspended. If the consumer was given this information, she may have chosen a lead maternity carer more able to meet her needs at the time. It is not acceptable to say there would be no difference to her midwifery care whether or not she needed to go to the first Hospital, when the Midwife did not have a valid access agreement from the middle of June 1997. Furthermore, it is inappropriate to claim the right to enter as a support person when the decision as to a support person rests with the consumer.

**Right 7(1)**

In my opinion the Midwife breached Right 7(1) of the Code of Health and Disability Services Consumers' Rights.

The consumer was unable to make an informed choice about her maternity care arrangements when the Midwife withheld certain information relating to this care. In not having all the information, the consumer was not able to give informed consent to the Midwife.

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## Midwife

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### Report on Opinion - 97HDC8623, continued

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**Opinion: Right 4(5)****No Breach**

In my opinion the Midwife did not breach Right 4(5) of the Code of Health and Disability Services Consumers' Rights. There is no evidence to show that the Midwife did not ensure continuity of services when caring for the consumer.

The Midwife fulfilled the criteria for antenatal visits by rural midwives up until the time the consumer telephoned her in mid-July 1997 requesting more antenatal visits. The Midwife then facilitated arrangements for the consumer to be seen by her General Practitioner.

There is also no evidence that the postnatal care provided by the Midwife lacked continuity. I accept there are constraints on the frequency of visits that can be made to rural clients and that the Midwife and consumer worked together to find strategies to overcome these difficulties prior to the baby's birth. I also note the consumer's statement that she was satisfied with the care provided by the Midwife during this time.

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**Actions**

I recommend that the Midwife:

- Provides a written apology for her breach of the Code of Rights to the consumer. The apology is to be sent to the Commissioner who will forward it to the consumer.
  - Acknowledges to the client when effective lead maternity care services by her may be limited (for example, when there are considerable distances involved) and fully informs her clients so that they can make an informed choice on who they wish to be the Lead Maternity Carer. Such information should be recorded in the Midwife's notes.
  - Informs all clients of the status of her access to hospitals and provides the Commissioner with written assurance of this.
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**Other Actions**

A copy of this opinion will be sent to the Nursing Council of New Zealand and the New Zealand College of Midwives.

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