## MIDWIFERY RURAL SERVICES SUBSIDIARY AGREEMENT

THIS AGREEMENT made as of the // day of February 2015,

BETWEEN:

# HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Health

(the "Government" or the "Province")

AND:

#### THE MIDWIFERY SPECIAL COMMITTEE

AND:

## THE MIDWIVES' ASSOCIATION OF BRITISH COLUMBIA

(the "MABC")

Herein known as the "Parties"

# WITNESSES THAT WHEREAS:

The Parties intend this Agreement to:

- (a) Enhance access to Midwifery Services for women in rural and remote communities, as defined in this Agreement,
- (b) Continue the expansion of a Rural Midwifery Locum Program, and
- (c) Support the recruitment and retention of Midwives to rural and remote communities by funding a Midwifery Rural Practice and Support Grant Program.

NOW THEREOF in consideration of the premises and the agreements of the Parties as set out herein, the Parties agree as follows:

1. This Midwifery Rural Service Subsidiary Agreement (referred to herein as "this Agreement") is made further to s. 25 of the Midwifery Master Agreement between the parties, and is subject to the terms and conditions of the Midwifery Master Agreement.

## **DEFINITIONS AND INTERPRETATION**

2. Words used in this Agreement that are defined in the Midwifery Master Agreement have the same meaning as in the Midwifery Master Agreement unless otherwise defined in this Agreement.

"Midwifery Master Agreement" means the Midwifery Master Agreement made between the Government and the Midwifery Special Committee and the MABC for the period April 1, 2014 to March 31, 2019.

## **TERM**

3. This Agreement comes into force on April1, 2014. This Agreement shall be for the same term as the Midwifery Master Agreement (the "Term") and will be subject to renegotiation and/or termination pursuant to Sections 76 through 81 of the Midwifery Master Agreement.

#### **PROGRAMS**

# **Rural Midwifery Locum Program**

- 4. The MABC will continue to manage a Rural Midwifery Locum Program for the Term.
- 5. The objective of the Rural Midwifery Locum Program is to create a pool of available Locums for short term leave coverage.

# Midwifery Rural Practice and Support Grant Program

6. MABC will continue to administer a Midwifery Rural Practice and Support Grant Program that will support new rural practices for the Term.

# **FUNDING**

- 7. Funding will be provided by the Government in each of the following Government Fiscal Years for the programs described in Section 4 and Section 6 of this Agreement to be administered by MABC as described below, in the manner and in the amounts as follows:
  - 7(1) Administration of the Rural Midwifery Locum Program:

| Fiscal Year |
|-------------|-------------|-------------|-------------|-------------|
| 2014-15     | 2015-16     | 2016-17     | 2017-18     | 2018-19     |
| \$165,000   | \$180,000   | \$300,000   | \$450,000   | \$500,000   |

7(2) Administration of the Midwifery Rural Practice and Support Grant Program:

| Fiscal Year |
|-------------|-------------|-------------|-------------|-------------|
| 2014-15     | 2015-16     | 2016-17     | 2017-18     | 2018-19     |
| \$75,000    | \$85,000    | \$110,000   | \$160,000   | \$250,000   |

- 8. The funding described in Sections 7(1) and 7(2) of this Agreement will be administered by the MABC.
- 9. The funding described in Sections 7(1) and 7(2) are inclusive of all administrative fees. The MABC will charge a reasonable administrative fee as agreed to by the Province.
- 10. 2014/15 funding described in Sections 7(1) and 7(2) will be released upon execution of this Agreement and will be provided in a one-time lump sum payment.
- 11. 2015/16 2018/19 annual funding described in Sections7(1) and 7(2) will be released quarterly commencing April 1, 2015 subject to meeting reporting requirements established under Sections12 and 13 of this Agreement.

## RECORDS AND PAYMENT

- 12. The MABC must maintain administrative and financial records of all expenses incurred in relation to the programs funded under this Agreement, in form and content and for a period satisfactory to the Province.
- 13. MABC will provide a summary of expenditures and use of funding on a quarterly basis for the program funding provided by the Province under Sections 7(1) and 7(2). Reporting will be in a format and manner acceptable to the Province.

## **DISPUTE RESOLUTION**

14. Disputes as to the interpretation, application, operation or alleged breach of this Agreement are Disputes and will be resolved in accordance with the provisions of Midwifery Master Agreement applicable to Disputes.

SIGNED, SEALED and DELIVERED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA BY the Minister of Health or his/her duly authorized representative:

Ted Patterson

Assistant Deputy Minister

Health Sector Workforce Division

Ministry of Health

AND

On behalf of the MIDWIFERY SPECIAL COMMITTEE:

Stephanie Power

Chair

Midwifery Special Committee

AND

On behalf of the MIDWIVES' ASSOCIATION OF BRITISH COLUMBIA:

Shannon Norberg

President

Midwives' Association of British Columbia

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