

MIDWIFERY MASTER AGREEMENT

THIS AGREEMENT made as of the 13 day of February 2015.

BETWEEN:

**HER MAJESTY THE QUEEN IN THE 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"

THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

1. In this Agreement:

"Agency" means a public agency including an authority, board, commission, corporation or council.

"Applicable Laws" means all applicable laws, including any statute, regulation or by-law, treaty, directive, policy having the force of law, order, judgment, injunction, award or decree of any Canadian or Provincial Governmental Authority, in Canada or in any Province in Canada, which is binding on the Parties (or on one Party as applicable), and in effect from time to time or are otherwise applicable to this Agreement.

"College of Midwives of BC" or "College" means the regulatory body for the profession of midwifery as established under the *Health Professions Act* [RSBC 1996] Chapter 183 [hereinafter the *Health Professions Act*].

“Consensus Decision” means a decision of the Rural Practice Committee, Fees Advisory Committee or the Midwifery Liaison Committee where a resolution is passed by at least a majority of the members of the committee after the committee has gone through a reasonable process to reach unanimous approval of the resolution by members of the committee and either: (i) the Government and the MABC both express their support of the resolution by notice in writing to the other; or (ii) the resolution is not objected to by either the Government or the MABC by notice in writing to the other within 30 days after the date such resolution is passed by the committee.

“Continuing Midwifery Education” means education referred to in Sections 33 to 37 of this Agreement.

“Dispute” means a dispute between the Parties over the interpretation, application operation or alleged breach of this Agreement or any Subsidiary Agreements.

“Eligible Client” means a resident of British Columbia who is a beneficiary under the Medical Services Plan in accordance with Section 7 of the *Medicare Protection Act* [RSBC 1996] Ch. 286 [hereinafter *Medicare Protection Act*].

“Enrolled” means in respect of a Midwife, enrollment under Section 13 of the *Medicare Protection Act*.

“Fees” means the fees set out in the Midwifery Payment Schedule.

“Fees Advisory Committee” means the committee described at Sections 39 to 43 of this Agreement.

“Full Course of Care” or **“FCC”** means primary care provided by a Midwife for an Eligible Client during pregnancy, labour and delivery, and up to and including six (6) weeks post-partum, and care of the newborn for up to and including six (6) weeks after birth within the scope of practice of the Midwife as established by the College.

“Government Fiscal Year” means a year commencing on April 1st and ending on March 31st.

“Hard Opt Out” refers to the situation in which an Enrolled Midwife elects to collect the MSP fee in full directly from an Eligible Client according to the Midwifery Payment Schedule for services to Eligible Clients. Eligible Clients are entitled to reimbursement from MSP for the MSP payment. Election for payment by a practitioner is explained under Section 14 of the *Medicare Protection Act*.

“Locum” means an Enrolled Midwife to whom care of the Eligible Client is temporarily transferred by the Midwife for a specific period of time. The locum may assign payment to the payee of her choice.

“Midwife” means a general, temporary or conditional registrant of the College whose membership is in good standing with the College.

“Midwifery Liaison Committee” means the committee described in Section 64 and established under this Agreement for the purpose of maintaining communication between the Government and the MABC to address dispute resolution and other matters agreed to by the Parties.

“Midwifery Payment Schedule” means the schedule of Fees and conditions of payments to Midwives providing services to Eligible Clients made by the Midwifery Special Committee under the authority granted by OIC 222/08.

“Midwifery Rural Practice and Support Grant Program” means the program administered by the MABC for the purpose of supporting the recruitment and retention of Midwives to rural and remote communities in British Columbia.

“Midwifery Services” means services provided by a Midwife within the Midwife’s scope of practice as set out in the *Health Professions Act* and *Midwives Regulation*, B.C. Reg. 281/2008 as amended by B.C. Reg. 155/2009 [hereinafter *Midwives Regulation*] and for which payment is identified in the Midwifery Payment Schedule.

“Midwifery Special Committee” means the Midwifery Special Committee established under OIC 222/08 under the authority of Section 4 of the *Medicare Protection Act*.

“Midwifery Rural Services Subsidiary Agreement” or **“MRSSA”** means the Subsidiary Agreement in the form of Appendix A to this Agreement that is entered into between the Parties in accordance with Section 25 of this Agreement.

“Midwives’ Association of BC” or **“MABC”** means the professional association for Midwives and registered as number: S-0017460 under the *Society Act*, which is a party to this Agreement.

“Midwives Protection Program” means the professional liability insurance program available to Midwives through the Ministry of Finance and administered through the MABC.

“MSP” means the Medical Services Plan of British Columbia established under the *Medicare Protection Act* and under which payments are made to Midwives for Midwifery Services.

“Opt In” means the Enrolled Midwife elects to be paid directly by MSP according to the Midwifery Payment Schedule for Midwifery Services to Eligible Clients.

“Rural Midwifery Locum Program” or **“RMLP”** means the program managed by the MABC for the purpose of providing incentives for Locums to support Midwives in rural and remote communities in British Columbia.

“Rural Practice Committee” means the committee described in Sections 27 to 32 of this Agreement established by the Government and the MABC under this Agreement for the purpose of addressing issues related to the practice of midwifery in rural communities.

“Subsidiary Agreements” means agreements referred to in Section 25 of this Agreement.

“this Agreement” means this *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.

“Withdrawal of Services” means a decision by the Midwife to cease the provision of Midwifery Services that are required of her under this Agreement, for the purpose of requiring or attempting to require changes in the terms of this Agreement.

Interpretation

2. The generic feminine used in this Agreement does not presume to exclude persons of the masculine gender. Words importing the singular only shall include the plural and vice versa. Words importing persons shall include an individual, partnership, association, body corporate, executor, administrator or legal representative and any number or aggregate of such persons. The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and should not affect the construction or interpretation hereof. Statutes and regulations referred to in this Agreement include any amendments made thereto.
3. Appendices attached to this Agreement are incorporated into this Agreement by reference and are deemed to be an integral part of this Agreement.

Purpose of this Agreement

4. The purpose of this Agreement is to:
 - (a) Maintain a relationship between the Parties based on transparency, constructive collaboration and mutual respect;
 - (b) Support development of Midwifery Services in BC; and
 - (c) Confirm the relationship between the Parties shall be pursuant to the Midwifery Payment Schedule, this Agreement and the Midwifery Rural Services Subsidiary Agreement.

Application

5. This Agreement applies to Midwives in the Province of BC who provide Midwifery Services to Eligible Clients and who are paid directly or indirectly by the Government according to the Midwifery Payment Schedule as approved by the Midwifery Special Committee.

Representation

6. The Government recognizes MABC as the sole and exclusive representative for Midwives for the purposes of establishing terms and conditions that will apply to Midwives where payment for Midwifery Services is in whole or in part provided by the Government either directly or through an Agency.
7. The Government will include in all funding contracts with any Agency for Midwifery Services, a clause requiring the Agency to advise Midwives of their right to be represented by the MABC. The Parties recognize a Midwife has the right to request the assistance of the MABC in negotiating a contractual arrangement with an Agency for Midwifery Services.
8. The Parties recognise that where payment for Midwifery Services is in whole or in part provided by the Government either directly or indirectly through other Agencies financial arrangements should align, where appropriate, with this Agreement. Where such financial arrangements between Midwives and an Agency funded by the Government do not align with this Agreement, the parties agree to discuss the issue.
9. MABC undertakes that, in exercising its representation rights, it will abide by the terms of this Agreement. MABC will advise its members of the requirement to comply with this Agreement.

Legislative Framework

10. This Agreement is subject to the terms of the *Medicare Protection Act*, the *Medical and Health Care Services Regulation B.C. Reg. 426/96* [hereinafter *Health Care Services Regulation*] the *Health Professions Act*, the *Midwives Regulation* and the Midwifery Payment Schedule established under Section 26 of the *Medicare Protection Act*.

Eligibility for Payment

11. An Enrolled Midwife who renders Midwifery Services to an Eligible Client is eligible to be paid for her services in accordance with the *Medicare Protection Act*, the *Health Care Services Regulation*, and the Midwifery Payment Schedule established for Midwives under Section 26 of the *Medicare Protection Act*.
12. Each Midwife agrees to bill MSP for no more than the equivalent of sixty (60) Full Courses of Care annually (April 1 to March 31) as described in the Midwifery Payment Schedule.

Standards of Service

13. The Parties agree that:
- (a) Any person providing Midwifery Services in the Province of British Columbia and receiving payments for these services from the Government must be registered as a Midwife in good standing with the College of Midwives of BC and be Enrolled in the Medical Services Plan;
 - (b) Each Midwife will provide Midwifery Services in accordance with midwifery standards of practice and professional ethics as defined by the College of Midwives of BC. Midwifery Services will be provided in accordance with applicable municipal, provincial and federal laws and, without limiting the foregoing, the *Health Professions Act* and associated *Midwives Regulation*; and
 - (c) Each Midwife is an independent contractor and is required to supply all labour and equipment necessary to provide Midwifery Services at the Midwife's own expense unless those expenses are specifically provided for under a separate contract.

Withdrawal of Services

14. The Parties agree that a Withdrawal of Services is a breach of this Agreement and a Midwife who elects to exercise a Withdrawal of Services must notify the Government in writing thirty (30) days prior to the Withdrawal of Services. The Government will notify the Midwife by registered letter to the address listed on the "*Application for MSP Billing Number (Midwives)*" that:

- (a) A Withdrawal of Services is a breach of this Agreement;
- (b) The Midwife will be deemed to have elected to Hard Opt Out effective the date of the Withdrawal of Services.

15. In the absence of thirty (30) days' notice of a Withdrawal of Services, the Government will notify the Midwife who has elected to exercise a Withdrawal of Services by registered letter to the address listed on the "*Application for MSP Billing Number (Midwives)*" that:

- (a) A Withdrawal of Service is a breach of this Agreement; and
- (b) If the Midwife fails to resume provision of Midwifery Services within ten (10) days of the date on the registered letter, the Midwife will be deemed to have elected to Hard Opt Out.

16. Any Midwife who has undertaken a Withdrawal of Services resulting in a deemed Hard Opt Out under Section 14(b) or Section 15(b) of this Agreement, and who subsequently elects to resume provision of Midwifery Services, may Opt In pursuant to the process set out in Section 14 (*Election*) of the *Medicare Protection Act*.

MABC Not to Condone Withdrawal of Services

17. MABC will not in any manner sponsor, support or condone a Withdrawal of Services by Midwives during the term of this Agreement.

One-Time Lump Sum Payment

18. The Government will provide a one-time lump sum payment of \$500 per each of the 249 Midwives the MABC has determined are eligible to vote on ratification of this Agreement.

Adjustments to Fees

19. Fees will be adjusted as follows over the term of this Agreement, plus any general increases in accordance with the Economic Stability Dividend:

- (a) Effective April 1, 2015, Fees will be increased by 1.0%.
- (b) Effective April 1, 2017, Fees will be increased by 0.75%.
- (c) Effective April 1, 2018, Fees will be increased by 0.75%

Entitlement to the general increases from the Economic Stability Dividend is determined in accordance with the Letter of Agreement re: Economic Stability Dividend at Appendix B of this Agreement.

Funds Available April 1, 2019

20. The Government and the MABC will meet no later than October 1, 2018 to determine the allocation of those residual funds available under this Agreement on April 1, 2019. The residual funds will be calculated based on the 2017/18 fee for service expenditures of Midwives multiplied by 0.94%.

Home Birthing Supplies & Medications Program

21. Notwithstanding Section 13(c) of this Agreement, the Government and the MABC will work together with the goal of establishing a new home birthing supplies and medications program, agreed on by all parties, by November 2015.

Health Match BC

22. The Government and the MABC will work together towards the goal of including midwives in Health Match BC by April 1, 2016.

Alternate Payments Review

23. The Government will consult the MABC as part of its alternate payments review.

Midwives Protection Program Dues

24. The Government and the MABC will take those actions necessary to decrease Midwives Protection Program dues for Midwives from \$2000 to \$1800 effective January 1, 2015.

Subsidiary Agreements

25. The Parties may enter into agreements which are subsidiary to this Agreement. All provisions of this Agreement will apply to such subsidiary agreements signed after the effective date of this Agreement.

The Midwifery Rural Services Subsidiary Agreement

26. The Parties agree to enter into a Midwifery Rural Services Subsidiary Agreement in the form of Appendix A to this Agreement, to:
- (a) Enhance access to Midwifery Services for women in rural and remote communities, as defined in this Agreement,
 - (b) Support the Rural Midwifery Locum Program; and
 - (c) Support the recruitment and retention of Midwives to rural and remote communities by continuing to fund a Midwifery Rural Practice and Support Grant Program.

Rural Practice Committee

27. The parties agree to establish a Rural Practice Committee. The Rural Practice Committee shall be comprised of two (2) members appointed by the Government, two (2) members appointed by the MABC, and one member appointed by each of Interior Health Authority, Northern Health Authority and Vancouver Island Health Authority.
28. The Rural Practice Committee will invite a representative from First Nations Health Authority to attend. At its discretion, the Rural Practice Committee may also invite representatives of the Vancouver Coastal Health Authority and the Fraser Health Authority to attend to address rural health issues arising in their health authorities.
29. The Rural Practice Committee will be co-chaired by a member chosen by the Government members and a member chosen by the MABC members.
30. Decisions of the Rural Practice Committee will be by Consensus Decision.
31. The Rural Practice Committee will meet a minimum of three (3) times each Government Fiscal Year of the Agreement. Meetings may be carried out via teleconference.
32. The Rural Practice Committee will consider and address the following issues:
- (a) Identification of communities in need of Midwifery Services and the recruitment of Midwives to provide Midwifery Services in those communities identified.
 - (b) Community integration of Midwives.
 - (c) Review and recommend changes to the Rural Midwifery Locum Program.
 - (d) Issues related to the privileging of Midwives.
 - (e) Opportunities to integrate expanded scope of practice for Midwives.

- (f) Collaborative care between Midwives and other health professionals.
- (g) Any other issues related to the practice of midwifery in rural communities.

Continuing Midwifery Education

33. Funding will be provided to the MABC by the Government in each of the Government’s Fiscal Years of this Agreement for Continuing Midwifery Education in the manner and in the amounts as follows:

Fiscal Year 2014-15	Fiscal Year 2015-16	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19
\$65,000	\$65,000	\$92,500	\$149,000	\$250,000

- 34. The funding described in Section 33 will be administered by the MABC for the purpose of providing Midwives with continuing education.
- 35. The funding described in Section 33 is inclusive of all administrative fees. The MABC will charge a reasonable administrative fee as agreed to by the Government.
- 36. 2014/15 funding described in Section 33 will be released upon execution of this Agreement and will be provided in a one-time lump sum payment.
- 37. 2015/16 – 2018/19 funding described in Section 33 will be released in quarterly instalments commencing April 1, 2015 subject to meeting the reporting requirements set out in Sections 56 and 57 of this Agreement.
- 38. The Government and the MABC will take those steps necessary for Midwives to have access to up to 220 Ministry of Health seats for the Provincial Health Service Authority’s (PHSA) Indigenous Cultural Competency Training Program over the 2014/15 and 2015/16 Fiscal Years, subject to PHSA timelines and registration requirements. For clarity, the funding allocated for Continuing Midwifery Education under Section 33 will not be used to fund this initiative.

Fees Advisory Committee

- 39. The parties agree to establish a Fees Advisory Committee. The Fees Advisory Committee shall be comprised of two (2) members appointed by the Government and two (2) members appointed by the MABC.
- 40. The Fees Advisory Committee will be co-chaired by a member chosen by the Government members and a member chosen by the MABC members.
- 41. The Fees Advisory Committee will meet a minimum of four (4) times each Government Fiscal Year of the Agreement. Meetings may be carried out by teleconference.

42. The Fees Advisory Committee mandate will include:
- (a) Reviewing and recommending changes to the financial weighting of the five courses of midwifery care;
 - (b) Identifying and recommending new Fees;
 - (c) Clarifying of the criteria and billing rules for existing Fees;
 - (d) Assisting in the projection of utilization and costs of potential new Fees;
 - (e) Reviewing and analyzing MSP data by Fee item and practice setting;
 - (f) Any other issues related to ensuring that the Midwifery Payment Schedule is reflective of current midwifery practice.
43. The Fees Advisory Committee will provide its recommendations to the Midwifery Special Committee and the Midwifery Special Committee will determine changes to the Midwifery Payment Schedule. Recommendations of the Fees Advisory Committee shall be by Consensus Decision. If the Fees Advisory Committee cannot reach a Consensus Decision on any recommendation, the Government and/or the MABC may make separate recommendations to the Midwifery Special Committee and the Midwifery Special Committee will determine the matter. The Midwifery Special Committee is not obligated to amend the Midwifery Payment Schedule based on the recommendations of the Fees Advisory Committee.

Funding for the Fees Advisory Committee

44. The Government will provide funding, as described in Section 45 of this Agreement, to be allocated by the Fees Advisory Committee in accordance with Sections 39 to 43 of this Agreement in order to create those fee items described in this section and to offset utilization pressures on such fee items:
- (a) Surgical Assist for births which occur by caesarean section;
 - (b) MRP (Most Responsible Provider) for a baby born by caesarean section;
 - (c) Midwife assessment/consultation;
 - (d) Collaborative care coverage in rural communities.
45. The Government will provide:
- (a) \$50,000 in annual funding to be made available effective April 1, 2015; and
 - (b) an additional \$50,000 in annual funding to be made available effective each of April 1, 2016, April 1, 2017 and April 1, 2018, so that available funding will be \$100,000, \$150,000 and \$200,000 in each of the successive Government Fiscal Years of this Agreement commencing on April 1, 2016, April 1, 2017 and April 1, 2018.
46. Any funds identified in Section 45 of this Agreement that are projected to remain unexpended as at the end of the third quarter of any Government Fiscal Year will be available to the MABC for use as one time allocations to support Midwives with low caseload volumes (fewer than 25 FCC per year) practicing in the following rural-remote communities, unless compensated under an alternative payment

model: Creston, Revelstoke, Invermere, Kaslo, Grey Creek, Haida Gwaii, Hazelton, Salt Spring Island, Smithers, Powell River and Sechelt. The distribution of this funding will be agreed to by the Government and the MABC.

- 47. The Government will reserve a budget of \$250,000 for new Fees over the term of this Agreement to be made available when an expanded scope of practice for Midwives is achieved and new Fees are introduced through the Fee Advisory Committee process set out in Sections 39 to 43 of this Agreement. For clarity, these funds are not intended to be used for the fee items referenced in Section 44.

Perinatal Steering Committee

- 48. The Government will support the integration and inclusion of the MABC in provincial planning processes for maternal newborn health, where and when other relevant stakeholders are involved.

Primary Maternity Care Action Plan

- 49. The Government will ensure that the official responsible for leading implementation of the Government’s Primary Maternity Care Action Plan will meet at least twice yearly with the MABC regarding the plan and its implementation.

Integration and Committee Support

- 50. Funding will be provided to the MABC by the Government in each of the Government Fiscal Years of this Agreement for use in supporting the participation of Midwives and the MABC in those committees set out in this Agreement and the MRSSA, and also those other committees in which Midwives and/or the MABC participate, in the manner and in the amounts as follows:

Fiscal Year 2014-15	Fiscal Year 2015-16	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 2018-19
\$0	\$0	\$120,000	\$150,000	\$250,000

- 51. Effective April 1, 2015, \$80,000 from unexpended funds for Continuing Midwifery Education (Section 33 of this Agreement), the Rural Midwifery Locum Program and the Midwifery Rural Practice and Support Grant Program (referred to in Sections 7(1) and 7(2) of the MRSSA, respectively) will be applied by MABC on a one time basis for integration and committee support in Government Fiscal Year 2015/16.
- 52. The funding described in Sections 50 and 51 of this Agreement will be administered by the MABC.
- 53. The funding described in Sections 50 and 51 of this Agreement is inclusive of all administrative fees. The MABC will charge a reasonable administrative fee as agreed to by the Province.

54. 2016/17 – 2018/19 funding described in Section 50 of this Agreement will be released in quarterly instalments commencing April 1, 2016 subject to meeting the reporting requirements set out in Sections 56 and 57 of this Agreement.

Program Funding

55. The Parties agree that the MABC may approach the Government to discuss a reallocation of funding among Sections 33 and 50 of this Agreement and Sections 7(1) and 7(2) of the MRSSA during the term of this Agreement. The Government will not unreasonably refuse any such request from the MABC.

Records and Payment

56. 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 Government, and shall release these records to the Government upon request.
57. MABC will provide a summary of expenditures and use of funding on a quarterly basis for the program funding provided by the Government under Sections 33 and 50 of this Agreement. Reporting will be in a format and manner acceptable to the Government.

Sharing of Information

58. The Parties agree that sharing of relevant information and data in a timely manner is necessary to support the purpose of this Agreement as set out in Section 4.
59. Subject to and in accordance with Applicable Laws, including the provisions of the *Freedom of Information and Protection of Privacy Act* [RSBC 1996] Ch. 165 and Section 49 of the *Medicare Protection Act*, the Government, through the Ministry of Health, agrees to share information with the MABC regarding the Ministry of Health Midwifery expenditures and the number of Midwifery Services provided.
60. Subject to and in accordance with Applicable Laws, MABC agrees to provide information to the Ministry of Health on Midwifery practice including, where appropriate, activities undertaken by MABC.

Dispute Resolution

61. The Parties agree to use this dispute resolution process, in good faith, to resolve Disputes that arise between them pursuant to this Agreement.
62. The dispute resolution process is in the following four steps:
- (a) Informal discussion;
 - (b) Midwifery Liaison Committee;
 - (c) Mediation;
 - (d) Arbitration.

Informal Discussion

63. The Parties will first make every reasonable effort to resolve the Dispute through informal discussion.

Midwifery Liaison Committee

64. The Parties agree to establish a Midwifery Liaison Committee for the purpose of maintaining communication between the Government and the MABC to address dispute resolution and other issues agreed to by the Parties. The Midwifery Liaison Committee will be composed of an equal number of representatives from the Government and the MABC. Decisions of the Midwifery Liaison Committee will be by Consensus Decision.
65. In the event that the Dispute is not resolved through informal discussion under Section 63, the Party raising the issue has thirty (30) calendar days to advise the other Party and the Midwifery Liaison Committee in writing of:
- (a) the nature of the Dispute;
 - (b) the section of this Agreement that is alleged to have been violated; and
 - (c) the remedy sought.
66. The Midwifery Liaison Committee must convene to discuss the Dispute within thirty (30) calendar days of receipt of the written notice.

Mediation

67. In the event that the Parties are unable resolve the Dispute through the Midwifery Liaison Committee, the matter may, with the agreement of both the Government and the MABC, be referred to a mutually agreed upon mediator, who is listed on the BC Roster of Arbitrators and Mediators. The cost of mediation will be shared equally between the Government and the MABC.

Arbitration

68. If the matter remains unresolved by the mediator, or the Parties do not agree to mediation, then any one of the Parties may refer the matter to binding arbitration under the *Commercial Arbitration Act* [RSBC 1996] Chapter 55. Each Party must pay its own costs and the cost of the arbitrator will be shared equally between the Government and the MABC.

Term

69. The term of this Agreement is from April 1, 2014 to March 31, 2019, with an option to renew this Agreement as set out in Sections 76 to 81.

Reopener

70. On or after March 31, 2017, but no later than June 30, 2017, the Government or the MABC may give notice to the other of its wish to reopen negotiations regarding only the following issues:

- (a) Scope of midwifery practice;
- (b) Alternative payment arrangements;
- (c) Continuing health authority integration; and
- (d) Any other matters the Government and MABC have agreed to in writing.

71. The Government and MABC will meet no later than September 1, 2017 to commence such negotiations and will endeavour to complete these negotiations and agree on any amendments, if required, to this Agreement by December 31, 2017.

72. These reopener negotiations will not be subject to the dispute resolution provisions set out at Sections 61 to 68 of this Agreement or to the renewal provisions found at Sections 76 to 81 of this Agreement.

Amendment

73. This Agreement may be amended by the Parties in writing at any time during the term of this Agreement.

Termination

74. A Party must give the other two Parties ninety (90) days written notice of termination of this Agreement while the Agreement is in full force and effect.

75. A Party may give the other two Parties thirty (30) days written notice for breach of this Agreement. The Party claiming the breach must notify the other Parties by registered letter of:

- (a) the nature of the breach;
- (b) the section of this Agreement alleged to have been breached and any remedy sought;
- (c) its intention to terminate the Agreement thirty (30) days from the date of the registered letter.

Renewal

76. Each Party agrees to advise the other Parties in writing by December 1, 2018, of its intention to renew or renegotiate this Agreement and the MRSSA.

77. The Parties may commence negotiations for renewal of this Agreement and the MRSSA after December 1, 2018.

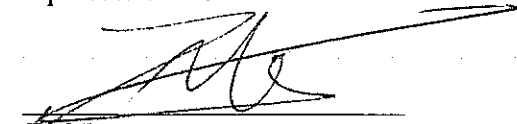
78. If the Parties do not reach agreement by March 31, 2019, then any one of the Parties may refer the unresolved issues identified through negotiations to a mutually acceptable mediator from the BC Roster of Arbitrators and Mediators, for mediation. The costs for mediation will be shared equally between the Government and the MABC.

79. If renegotiation of this Agreement through the mediator does not resolve the issues referred to in Section 78, or if one Party does not agree to mediation, then either the

Government or the MABC may refer the matter to binding arbitration under the *Commercial Arbitration Act*.

80. Where a renegotiation of this Agreement is referred to binding arbitration under Section 79, each Party must pay its own cost and the cost of the arbitrator will be shared equally between the Government and the MABC.
81. In the event that a revised agreement is not reached by March 31, 2019, this Agreement will continue in full force and effect until such time as this Agreement is renewed by the Parties or is terminated by one Party.
82. The Parties may agree to amend any of the time limits specified in this Agreement.

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 representatives:



Ted Patterson
Assistant Deputy Minister
Health Sector Workforce Division
Ministry of Health

AND

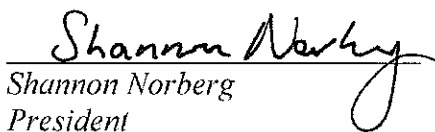
On behalf of the MIDWIFERY SPECIAL COMMITTEE:



Stephanie Power
Chair, Midwifery Special Committee

AND

On behalf of the MIDWIVES' ASSOCIATION OF BRITISH COLUMBIA:



Shannon Norberg
President
Midwives' Association of British Columbia

APPENDIX A

MIDWIFERY RURAL SERVICES SUBSIDIARY AGREEMENT

THIS AGREEMENT made as of the ____ day of _____ 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 April 1, 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	Fiscal Year 2015-16	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 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	Fiscal Year 2015-16	Fiscal Year 2016-17	Fiscal Year 2017-18	Fiscal Year 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 Sections 7(1) and 7(2) will be released quarterly commencing April 1, 2015 subject to meeting reporting requirements established under Sections 12 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
representatives:

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

APPENDIX B

LETTER OF AGREEMENT

BETWEEN:

**HER MAJESTY THE QUEEN IN THE 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")**

Re: ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

"Agreement year" means each twelve (12) month period commencing on the first day of the renewed Midwifery Master Agreement. For example, the agreement year for the Midwifery Master Agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the Midwifery Master Agreement;

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's Real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar Year" Is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar;

“**GDP**” or “**Gross Domestic Product**” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“**GI**” or “**General Increase**” means an increase resulting from the formula set out in this LOA and applied as a percentage increase to Fees in the Midwifery Master Agreement as described at paragraph 9 of this Letter of Agreement on the first pay day after the commencement of the eleventh (11th) month in an agreement year;

“**Real GDP**” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year;

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between midwives in the public sector and the Province contingent on growth in BC’s Real GDP.
3. Midwives will receive a general increase (GI) equal to one-half (1/2) of any percentage gain in Real GDP above the forecast of the Economic Forecast Council for the relevant Calendar Year.
4. For greater clarity and as an example only, if Real GDP were one percent (1%) above Forecast GDP then Midwives would be entitled to a General Increase of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each Agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each Calendar Year will be as follows:
 - (i) February Budget – Forecast GDP for the upcoming Calendar Year;
 - (ii) November of the following Calendar Year – Real GDP published for the previous Calendar Year;
 - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous Calendar Year;
 - (iv) Advice from the PSEC Secretariat to employers’ associations, funders, employers, agencies, professional associations, and unions of the percentage allowable General Increase, if any, for each bargaining unit or group with

authorization to employers and agencies to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for the 2015 Calendar Year;
- (ii) November 2016 – Real GDP published for the 2015 Calendar Year;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers, agencies and unions of the percentage allowable General Increase, if any, for each bargaining unit or group with authorization to employers and agencies to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Increases on the first pay period after February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019, respectively.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. The Economic Stability Dividend must be applied as a percentage increase only on Fees in the Midwifery Payment Schedule and for no other purpose or form.