

MIDWIFERY MAIN AGREEMENT

THIS AGREEMENT made as of the __1__ day of _____April_____, 2022

(“Effective Date”)

BETWEEN:

**HIS MAJESTY THE KING IN THE RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA,
as represented by the MINISTER OF HEALTH**

(“Government”)

AND:

THE MIDWIFERY SPECIAL COMMITTEE

AND:

MIDWIVES' ASSOCIATION OF BRITISH COLUMBIA

(“MABC”)

(collectively the “Parties”)

BACKGROUND:

- A. MABC is the professional association for midwives in British Columbia, and is registered under the *Societies Act*;
- B. The Midwifery Special Committee is a special committee constituted under the *Medicare Protection Act* in relation to midwives rendering services under that Act;
- C. The Parties have a series of agreements related to midwifery services in British Columbia. In general terms, the purpose of these agreements is to foster the relationship between the Parties, and support Midwifery Services in BC. The most recent ratified agreement was dated February 13, 2015. This was followed by negotiations toward a renewal agreement, in the course of which the parties came to agreement on some terms, and a December 20, 2021 arbitral decision resolving the outstanding terms. Together the agreed and arbitrated terms comprise the “2019-2022 Arbitrated Terms of the Midwifery Agreement”;
- D. The Parties acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of BC First Nations who have cared for and nurtured these lands from time immemorial. The Parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples, including First Nations, Métis, and Inuit. These

harms include the destruction of Indigenous traditional knowledge and practices of primary maternity care, infant care, and women's health care. We are committed to supporting Indigenous communities, families, and midwives in reclaiming these traditions; and

- E. The Parties want to enter an agreement in relation to midwifery services and funding on the terms below.

THE PARTIES AGREE AS FOLLOWS:

PART 1: GENERAL MATTERS

Definitions and Interpretation

1. In this Agreement:
 - (a) "**2019-2022 Arbitrated Terms of the Midwifery Agreement**" has the meaning set out on paragraph C of the Background to this Agreement;
 - (b) "**Agency**" means a public agency including an authority, board, commission, corporation or council;
 - (c) "**Annual Income**" has the meaning set out in Section 30;
 - (d) "**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;
 - (e) "**Beneficiary**" 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*;
 - (f) "**COLA**" means a cost of living adjustment;
 - (g) "**College**" means the regulatory body for the profession of midwifery as established under the *Health Professions Act*, or predecessor legislation (such as the *Health Professions and Occupations Act*, which has received Royal Assent but is not in force);
 - (h) "**Committee Support Payment**" has the meaning set out in Section 52 of this Agreement;
 - (i) "**Consensus Decision**" means a decision of the Fees Advisory 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) Government and 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 Government or MABC by notice in writing to the other within 30 days after the date such resolution is passed by the committee;

- (j) **"Continuing Midwifery Education"** means education referred to in Section 51 of this Agreement;
- (k) **"Contributory Retirement Savings Plan"** has the meaning set out in Section 45 of this Agreement;
- (l) **"Disability, Extended Health and Dental Coverage Program"** has the meaning set out in Section 42 of this Agreement;
- (m) **"Dispute"** means a dispute between the Parties over the interpretation, application operation or alleged breach of this Agreement or the MRSSA;
- (n) **"Effective Date"** is the date on page 1 of this Agreement;
- (o) **"Eligible Midwife"** has the meaning set out in Section 29 of this Agreement;
- (p) **"Engagement Funding"** has the meaning set out in Section 49 of this Agreement;
- (q) **"Fees"** means all Fee Items;
- (r) **"Fees Advisory Committee"** means the committee described at Sections 18 to 22 of this Agreement;
- (s) **"Fee Item"** means a fee item that is set out in the Midwifery Payment Schedule;
- (t) **"Fiscal Year"** means a one year period during the Term that commences on April 1st and ending on March 31st;
- (u) **"Hard Opt Out"** refers to the situation in which a Midwife (who is enrolled in MSP) makes an election under section 14 of the *Medicare Protection Act* to collect the MSP fee in full directly from a Beneficiary according to the Midwifery Payment Schedule for services to Beneficiaries. Beneficiaries are entitled to reimbursement from MSP for the MSP payment;
- (v) **"Health Professions Act"** means the *Health Professions Act*, [RSBC 1996] Chapter 183 or subsequent legislation (such as the *Health Professions and Occupations Act*, which has received Royal Assent but is not in force);
- (w) **"Indigenous Midwifery Support Funding"** has the meaning set out in Section 47 of this Agreement;
- (x) **"Indigenous Midwifery Stipend"** has the meaning set out in Section 48 of this Agreement;
- (y) **"Locum"** means a Midwife to whom care of the Beneficiary is temporarily transferred by the Midwife for a specific period of time;
- (z) **"Medical Services Plan"** or **"MSP"** means the Medical Services Plan for BC, which is continued under the *Medicare Protection Act*;
- (aa) **"MHCSR"** means the Medical and Health Care Services Regulation under the *Medicare Protection Act*, as amended from time to time;
- (bb) **"Midwife"** for the purpose of this Agreement, means an individual who is: (i) a general, temporary or conditional registrant of the College whose membership is in good standing with the College; and (ii) enrolled under section 13 of the *Medicare Protection Act*;

- (cc) **"Midwifery Payment Schedule"** means the schedule of Fees and conditions of payments to Midwives providing services to Beneficiaries set by the Midwifery Special Committee under the authority granted by OIC 222/08 in accordance with the *Medicare Protection Act*;
- (dd) **"Midwifery Rural Practice and Support Grant Program"** means the program administered by MABC for the purpose of supporting the recruitment and retention of Midwives to rural and remote communities in British Columbia;
- (ee) **"Midwives Regulation"** means the Midwives Regulation, B.C. Reg. 281/2008 as amended by B.C. Reg. 155/2009 under the *Health Professions Act*, or a subsequent regulation that regulates Midwifery in BC;
- (ff) **"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 for which payment is identified in the Midwifery Payment Schedule;
- (gg) **"Midwifery Special Committee"** means the Midwifery Special Committee established under OIC 222/08 under the authority of Section 4 of the *Medicare Protection Act*;
- (hh) **"Midwifery Rural Services Subsidiary Agreement" or "MRSSA"** means the subsidiary agreement at Schedule "B" to this Agreement that is entered into between the Parties for the purposes set out in Section 12 of this Agreement;
- (ii) **"Midwives Protection Program"** means the professional liability insurance program available to Midwives through the Ministry of Finance and administered through MABC;
- (jj) **"Opt In"** means a Midwife who elects to be paid directly by MSP according to the Midwifery Payment Schedule for Midwifery Services to Beneficiaries (*i.e.* a Midwife enrolled in MSP who has not elected to Hard Opt Out);
- (kk) **"Overhead Payment"** has the meaning set out in Section 28;
- (ll) **"Parental Leave Program"** has the meaning set out in Section 43;
- (mm) **"Programs"** means the following benefit programs for Midwives who are enrolled and Opted In under the *Medicare Protection Act*:
- (i) Committee Support Payment;
 - (ii) Continuing Midwifery Education;
 - (iii) Contributory Retirement Savings Plan;
 - (iv) Disability, Extended Health and Dental Coverage Program;
 - (v) Engagement Honoraria;
 - (vi) Indigenous Midwifery Support Funding;
 - (vii) Indigenous Midwifery Stipend;
 - (viii) Parental Leave Program;
 - (ix) Rural Midwifery Locum Program; and

- (x) Rural Isolation Allowance;
- (nn) "**Rural Isolation Allowance**" means the program intended to provide additional compensation to Midwives rendering Midwifery Services in rural locations that is intended to recognize the challenges associated with providing such services over a broader rural geography;
- (oo) "**Rural Midwifery Locum Program**" or "**RMLP**" means the program the provides incentives for Locums to support Midwives in rural and remote communities in British Columbia with the objective of creating a pool of available Locums for short term leave coverage in rural areas;
- (pp) "**Service Contract Compensation**" has the meaning set out in Section 38;
- (qq) "**Sessional Rate**" has the meaning set out in Section 36;
- (rr) "**Term**" has the meaning set out in Section 4; and
- (ss) "**Withdrawal of Services**" means a decision by a Midwife to cease the provision of Midwifery Services for the purpose of requiring or attempting to require changes in the terms of this Agreement.

Interpretation

2. 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. Except for the 2019-2022 Arbitrated Terms of the Midwifery Agreement, Schedules attached to this Agreement are incorporated into this Agreement by reference and are deemed to be an integral part of this Agreement.

Term

4. The term of this Agreement is from April 1, 2022 to March 31, 2025, unless terminated in accordance with this Agreement (collectively the "**Term**").

Application

5. This Agreement applies to Midwives who provide Midwifery Services to Beneficiaries and who are paid directly or indirectly by Government, the Midwifery Special Committee, or through Agencies.

Representation

6. 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 Government or the Midwifery Special Committee, either directly or through an Agency.

7. 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 MABC. The Parties recognize a Midwife has the right to request the assistance of MABC in negotiating a contractual arrangement with an Agency for Midwifery Services.
8. The Parties recognize that where payment for Midwifery Services is in whole or in part provided by Government or the Midwifery Special Committee either directly or indirectly or through other Agencies, payment is to be made pursuant to the terms of this Agreement.
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 MHCSR, the *Health Professions Act*, the Midwives Regulation and the Midwifery Payment Schedule established under Section 26 of the *Medicare Protection Act*.

2019-2022 Arbitrated Terms of the Midwifery Agreement

11. The 2019-2022 Arbitrated Terms of the Midwifery Agreement is attached as Schedule “A”, which the Parties acknowledge was drafted after expiry of its stated term and agree is only for informational reference. The Parties agree that the 2019-2022 Arbitrated Terms of the Midwifery Agreement has no legal effect, and that it is not admissible in any dispute resolution proceeding under this Agreement or any other proceeding. In the event the 2019-2022 Arbitrated Terms of the Midwifery Agreement is raised by the MABC in relation to dispute resolution in relation to some or all of the Parties, MABC hereby indemnifies and saves harmless Government and the Midwifery Special Committee (and their employees, members and agents) from any loss, claim damage award, action, cause of action, cost or expense (including legal costs on a solicitor and own client basis) that Government, the Midwifery Special Committee, and their respective employees, members and agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends arising from MABC’s reliance on the 2019-2022 Arbitrated Terms of the Midwifery Agreement.

The Midwifery Rural Services Subsidiary Agreement

12. The Parties agree to enter into a Midwifery Rural Services Subsidiary Agreement in the form of Schedule “B” to this Agreement, to:
 - (a) enhance access to Midwifery Services 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.

PART 2: SERVICES

13. A Midwife who renders Midwifery Services to a Beneficiary is ordinarily paid for these services pursuant to the *Medicare Protection Act*. In considering any form of compensation and payment, the Parties agree that:
- (a) any person providing Midwifery Services in the Province of British Columbia and receiving payments for these services from Government must be registered as a Midwife in good standing with the College and be enrolled and Opted In to 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. Midwifery Services will be provided in accordance with Applicable Laws, including the *Health Professions Act* and associated Midwives Regulation, privacy laws and the *Medicare Protection Act*; 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 in a contract.

Template Midwife Service Contract

14. Where Government, either directly or through an Agency, contracts with a Midwife to provide Midwifery Services on an alternative payment basis, the Midwife's services will be contracted according to the terms set out in the Template Midwife Service Contract in the form of Schedule "C" to this Agreement for the Service Contract Compensation.

Withdrawal of Services

15. The Parties agree that a Withdrawal of Services is a breach of this Agreement and "cause" under section 15 of the *Medicare Protection Act*, and a Midwife who elects to exercise a Withdrawal of Services must notify Government in writing 30 days prior to the Withdrawal of Services. Government of the Midwifery Special Committee 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; and
 - (b) the Withdrawal of Service is "cause" under section 15 of the *Medicare Protection Act*, subjecting the Midwife to potential cancellation of their enrolment in MSP.
16. In the absence of 30 days' notice of a Withdrawal of Services, Government or the Midwifery Special Committee 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 21 days of the date on the registered letter or requests a hearing under the *Medicare Protection Act*, the Midwife’s enrollment in MSP may be cancelled under section 15 of the *Medicare Protection Act* without further notice to the Midwife.
17. MABC will not in any manner sponsor, support or condone a Withdrawal of Services by Midwives during the term of this Agreement.

PART 3: COLLABORATION AND CONSULTATION

Fees Advisory Committee

18. The parties agree to establish a Fees Advisory Committee. The Fees Advisory Committee shall comprise two (2) members appointed by Government and two (2) members appointed by MABC.
19. The Fees Advisory Committee will be co-chaired by a member chosen by Government members and a member chosen by MABC members.
20. The Fees Advisory Committee will meet a minimum of four (4) times each Fiscal Year. Meetings may be carried out by teleconference.
21. 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 Fee Items;
 - (c) clarifying the criteria and billing rules for existing Fee Items;
 - (d) assisting in the projection of utilization and costs of potential new Fee Items;
 - (e) reviewing and analyzing MSP data by Fee Item and practice setting; and
 - (f) any other issues related to ensuring that the Midwifery Payment Schedule is reflective of current midwifery practice.
22. 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, Government and/or 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.

Alternative Funding Model

23. Government and MABC will establish a working group to plan and develop an alternative funding model for Midwives that is modeled after and compatible with the Longitudinal Family Physician payment model with a target implementation of September 2024 (and no later than December 31, 2024), in accordance with the terms set out a May 24, 2023 letter from Government to MABC that is attached as Schedule “D”.

PHHRCC Maternity and Midwifery Advisory Forum

24. Government will invite MABC to provide support and input to the Provincial Health Human Resources Coordination Centre through a maternity and midwifery advisory forum, in accordance with the terms set out a June 12, 2023 letter from Government to MABC that is attached as Schedule “E”.

Midwifery Scope Committee

25. The parties will establish a joint, time-limited committee during the Fiscal Year commencing April 1, 2024 to consider scope of practice changes and expansion for midwives in British Columbia with regard to public interest and need. This committee will also identify the necessary legislative, regulatory, and payment changes that are required should these scope changes be implemented. This joint committee will not determine Indigenous midwifery scope but will work alongside and in conversation with work being led by Indigenous midwives on reclaiming full scope of Indigenous midwifery.

Midwifery Integration Committee

26. The parties will establish a joint, time limited committee with health authority representative during the Fiscal Year commencing April 1, 2024 in relation to identifying gaps and barriers to the integration of Midwifery Services within health authorities and communities throughout British Columbia, in accordance with the terms set out a June 12, 2023 letter from Government to MABC that is attached as Schedule “G”.

PART 4: FEES and RATES

27. Fees will be adjusted over the Term of this Agreement as follows:
 - (a) Effective April 1, 2022, Fees will be increased by 3.24%.
 - (b) Effective April 1, 2023, Fees will be increased by 6.75%, which is calculated as 5.5% plus 1.25% COLA.

- (c) Effective April 1, 2024, Fees will be increased by 2% with a possibility of up to an additional 1% COLA, calculated as the amount of COLA the Public Sector Employers' Council Secretariat declares for the Fiscal Year starting April 1, 2024 (provided in all cases that the maximum COLA under this provision is 1%).

Overhead Fee

28. In accordance with this Agreement, commencing June 13, 2023, Government will pay Eligible Midwives an additional payment for overhead, calculated as the lesser of:
- (a) 52% of the Annual Income for Midwifery Services in a Fiscal Year. For clarity, for the 2023/24 Fiscal Year, this is 52% of the Annual Income for services rendered from June 13, 2023 to March 31, 2024; and
 - (b) \$75,000 per Fiscal Year.
- (each an “**Overhead Payment**”)
29. To be eligible for an Overhead Payment in a given Fiscal Year, a Midwife must:
- (a) contribute directly or indirectly to the rent, lease or ownership costs, as well as other operating costs such as staffing, equipment or supplies, of their clinics
 - (b) be enrolled in MSP under section 13 of the *Medicare Protection Act*;
 - (c) be a general, temporary or conditional registrant of the College whose membership is in good standing with the College; and
 - (d) submit to MABC a declaration in which the Midwife attests that they are meeting the criteria in this Section 29 (a) to (c) above using a designated form for each Fiscal Year in which the Midwife is seeking an Overhead Payment;
- (each an “**Eligible Midwife**”)
30. For the purpose of the Overhead Payment, an Eligible Midwife’s annual income is calculated as the sum of monies the Eligible Midwife is properly paid by Government, the Midwifery Special Committee or an Agency for Midwifery Services rendered by the Eligible Midwife in a given Fiscal Year for the following:
- (a) claims paid under the *Medicare Protection Act*;
 - (b) a Midwifery Services Contract;
 - (c) a rural Midwifery Services contract (formerly known as the 1A contract);
 - (d) fees paid under the Rural Midwifery Locum Program;
 - (e) the Indigenous Midwifery Stipend; and
 - (f) any additional sources of funds approved by Government in accordance with Section 31.
- (“**Annual Income**”)

31. If MABC believes that there is a source of funds that ought to be considered as Annual Income, MABC may request that Government consider including the source of funding as Annual Income. Government will determine when to include an additional source of funding in its sole discretion.
32. MABC will provide Government and the Midwifery Special Committee with a list of Eligible Midwives, as well as financial information for Rural Midwifery Locum Program payments, Indigenous Midwifery Stipend payments, or any other payments or financial information that is relevant for the purpose of calculating Annual Income and/or the Overhead Payment.

Miscellaneous Fee Items

33. The Midwifery Special Committee will repeal the wording for Fee Item 36045 and replace it with the following:

Phase 4 Home Birth Additional Attendant fees

Additional attendant services rendered by a Midwife must be claimed by the Midwife who performs the service. Services rendered by an additional attendant who is recognized by the BCCNM but is not a Midwife will be claimed by the Principal Midwife. The name of the additional attendant must be included in the note record of the claim.

This fee item must be claimed with location code "R".

To submit this fee item more than once for a birth (i.e. more than two attendants), the Midwife must submit a record of the attendants' names and reason for the additional attendants (cultural, medical, etc.) in the note record for manual adjudication.

34. The Midwifery Special Committee will create a new "Home Birth Premium" Fee Item to compensate for attendance at a labour and delivery at a location other than a health care facility, at a rate that is 25% of Fee Item 36040.
35. The Midwifery Special Committee will make the Fee Item amendments set out in Sections 33 and 34 above retroactive to July 31, 2023.

Sessional Rate

36. The sessional rate is:
 - (a) \$136.78 per hour; and
 - (b) Effective April 1, 2024, the hourly rate in (a) above plus an increase of 2% with a possibility of up to an additional 1% COLA, calculated as the amount of COLA the Public Sector Employers' Secretariat declares for the Fiscal Year starting April 1, 2024 (provided in all cases that the maximum COLA under this provision is 1%).

(the “**Sessional Rate**”)

37. Upon a new compensation model being established under Section 23 of this Agreement, the Parties will review the Sessional Rate.

Service Contract Compensation

38. The Midwife Service Contract compensation will be calculated as [(Value of fee codes 36010+36020+36030+36040+36050)*40]/1680]*number of hours in the contract (the “**Service Contact Compensation**”).

PART 5: PROGRAM FUNDS

39. A Midwife must be enrolled under section 13 of the *Medicare Protection Act* to be eligible to participate or to receive monies under the Programs or the Midwives Protection Program.
40. Government will pay MABC \$120,000 for the 2023/24 Fiscal Year, and \$150,000 per year for the following Fiscal Year(s) to coordinate the Programs.
41. Program funds described in this Part are inclusive of administrative fees. MABC will charge a reasonable administrative fee as agreed to by Government for each program.

Disability, Extended Health, and Dental Coverage

42. Government will provide funding to MABC to administer a mandatory health benefits plan for disability, extended health, and dental coverage for Midwives enrolled under section 13 of the *Medicare Protection Act* (the “**Disability, Extended Health and Dental Coverage Program**”):
- (a) \$2.4 million as a one-time lump sum payment effective April 1, 2024;
 - (b) \$1.308 million for the 2022/23 Fiscal Year for; and
 - (c) \$2,188,000 per Fiscal Year commencing April 1, 2024.
43. During the term of the Agreement, the Parties will continue to investigate benefit costs and identify options for the Disability, Extended Health and Dental Coverage Program to optimize coverage. A report will be produced by MABC for the Parties’ use in negotiations for a future Midwifery Services Agreement.

Parental Leave

44. Government will provide funding to MABC to provide parental leave benefits to Midwives at a rate of \$1300 per week, to a maximum of 17 weeks per parental leave (the “**Parental Leave Program**”), retroactive to April 1, 2023. In addition to this ongoing funding, Government will provide MABC with a one-time payment of \$176,000 for MABC to pay Midwives who received less than their full parental leave benefit between April 1, 2019 and

March 31, 2022 because their benefit was pro-rated to stay within funding limits.

Retirement Savings

45. Retroactive to April 1, 2023, Government will provide MABC with annual funding of \$5,000 per Midwife per RRSP contribution year who has: (a) established a registered retirement savings plan account; and (b) made arrangements with MABC, through a third-party administrator, for MABC to deposit the funds in that account. (the “**Contributory Retirement Savings Plan**”).
46. MABC will retain the services of a third-party administrator to administer the funds.

Indigenous Midwifery Support Funding

47. Government will provide \$2.5 million in ongoing, renewable funding to support Indigenous Midwifery, based on guiding principles as agreed between Government and MABC (“**Indigenous Midwifery Support Funding**”). Upon a receiving a written report and confirmation that the Indigenous Midwifery Support Funding has been allocated in accordance with the guiding principles, Government will provide further ongoing renewable Indigenous Midwifery Support Funding in the amount of \$2.5 million per renewal.

Indigenous Midwifery Stipend

48. Government will provide MABC with \$150,000 per Fiscal Year to compensate Indigenous Midwives to offset the increased time commitment of participating in additional cultural activities in relation to providing Midwifery Services to Indigenous Beneficiaries (the “**Indigenous Midwifery Stipend**”).

Engagement Funding

49. Government will provide funding to MABC to a maximum of \$300,000 per Fiscal Year for MABC to compensate Midwives for work using their professional skills and knowledge to plan, assess, improve or coordinate non-patient specific maternity care in their community, or at a regional or provincial level (collectively “**Engagement Funding**”).

Midwives Protection Program Services

50. Government and MABC will take those actions necessary to maintain Midwives Protection Program dues for Midwives at \$1800 per year.

Continuing Midwifery Education

51. Government will provide MABC funding in the amount of \$250,000 each Fiscal Year for the provision of continuing midwifery education (“**Continuing Midwifery Education**”).

Committee Support

52. Government will provide MABC with funding in the amount of \$250,000 each Fiscal Year

for use in supporting the participation of Midwives and MABC in those committees set out in this Agreement and the MRSSA, and also those other committees in which Midwives and/or MABC participate (“**Committee Support Payment**”).

Records

53. MABC will 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 Government, and shall release these records to Government upon request.
54. For all Program funding paid to MABC under this Agreement, MABC will provide Government (in a form acceptable to Government):
 - (a) on a quarterly basis, a summary of expenditures and use of funding for each Program received by MABC under this Agreement;
 - (b) by September 30 of each Fiscal Year, an annual funding plan in relation to the expenditure of monies under this agreement for the following Fiscal Year; and
 - (c) by June 30 of each Fiscal Year, an annual third-party audit report.
55. In addition to Section 54 above, MABC must provide additional records or information requested by Government or the Midwifery Special Committee from time-to-time in the form reasonably requested by the Government or the Midwifery Special Committee.

PART 6: DISPUTE RESOLUTION

56. The Parties agree to use this dispute resolution process, in good faith, to resolve Disputes that arise between them pursuant to this Agreement.
57. The dispute resolution process is in the following four steps:
 - (a) informal discussion;
 - (b) mediation; and
 - (c) arbitration.
58. In the event that the Dispute is not resolved through informal discussion under Section 57(a), the Party raising the issue has 30 calendar days to advise the other Parties 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.

59. The matter may, with the agreement of both Government and MABC, be referred to a mutually agreed upon mediator. The cost of mediation will be shared equally between Government and MABC.
60. 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 *Arbitration Act* [SBC 2020] Chapter 2. Each Party must pay its own costs, and the cost of the arbitrator will be shared equally between Government and MABC.

PART 7: AMENDMENT, TERMINATION, AND RENEWAL

Amendment

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

Termination

62. A Party must give the other two Parties 90 days written notice of termination of this Agreement while the Agreement is in full force and effect.
63. A Party may give the other two Parties 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; and
 - (c) its intention to terminate the Agreement 30 days from the date of the registered letter.
64. Upon termination of the Agreement during a Fiscal Year, the amounts payable under this Agreement will be prorated based on the number of days the Agreement was in force during the Fiscal Year (e.g. if the Agreement is in force for 350 days of a Fiscal Year that has 365 days, the prorated amount is 95.89%). The Parties will promptly reconcile amounts advanced and owing under the Agreement for a Fiscal Year, and, based on the reconciled amounts, the Party (or Parties) owing monies will pay the other Party (or Parties) the amount due and owing within 30 days.

Renewal

65. The parties hereby confirm their intention to renegotiate this Agreement and the MRSSA for a term to commence immediately after the end-date of the Term of this Agreement.
66. If the Parties do not reach agreement by March 31, 2025, then any one of the Parties may refer the unresolved issues identified through negotiations to a mutually acceptable mediator

for mediation. The costs for mediation will be shared equally between Government and MABC.

67. If renegotiation of this Agreement through a mediator does not resolve the issues referred to in Section 66 above, or if the parties do not agree to mediation, then either Government or MABC may refer the matter to binding arbitration under the *Arbitration Act* [SBC 2020] Chapter 2.
68. Where a renegotiation of this Agreement is referred to binding arbitration under Section 67 above, each Party must pay its own cost and the cost of the arbitrator will be shared equally between Government and MABC.
69. In the event that a revised agreement is not reached by March 31, 2025, 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.

PART 7: General

70. Any notices contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

To MABC:

Kristan Ash, Executive Director, Midwives Association of BC

To Government:

Mark Armitage, Associate Deputy Minister, Ministry of Health



To the Midwifery Special Committee:

Stephanie Power, Chair, Midwifery Special Committee

71. The Parties may from time-to-time give notice to the other Parties of substitute contact information for notice, which from the date such notice is given will supersede for purposes of Section 70 any previous contact information specified for the party giving the notice.
72. A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving Party and is not a waiver of any other term or breach.
73. No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the Parties.
74. This Agreement (including any modification of it) constitutes the entire agreement between the Parties.
75. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Government, the Midwifery Special Committee or Agencies of any statutory, prerogative, executive or legislative power or duty. This Agreement does not

operate as a permit, license, approval or other statutory authority which Midwives may be required to obtain from the Government, Agencies or otherwise in order to provide the Midwifery Services.

- 76. If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 77. Each Party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 78. This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.
- 79. This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each Party and that executed copy being delivered to the other Parties by a method provided for in Section 70 or any other method agreed to by the Parties.

<p>SIGNED on the <u>7</u> day of <u>March</u>, 2024 on its behalf of HIS MAJESTY THE KING IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, by the Minister of Health or their duly authorized representative:</p>  <hr/> <p>Signature(s) Mark Armitage</p> <hr/> <p>Print Name(s) Associate Deputy Minister <u>Health Human Resources and Beneficiary Services</u></p> <hr/> <p>Print Title(s)</p>	<p>SIGNED on the <u>6</u> day of <u>March</u>, 20<u>24</u> on behalf of the MIDWIVES' ASSOCIATION OF BRITISH COLUMBIA by its duly authorized representative:</p>  <hr/> <p>Signature Kristan Ash</p> <hr/> <p>Print Name Executive Director</p> <hr/> <p>Print Title</p>
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SIGNED on the 7th day of
March, 2024 on its behalf of THE
MIDWIFERY SPECIAL COMMITTEE by its
duly authorized representative:

Stephanie Power

Signature(s)

Stephanie Power

Print Name(s)

Executive Director, Beneficiary & Diagnostic Services Branch

Print Title(s)

Schedule “A”

2019-2022 Arbitrated Terms of the Midwifery Agreement

The Parties will endeavour to agree on the terms of the 2019-2022 Arbitrated Terms of the Midwifery Agreement by the end of April 2024.

Schedule “B”

THIS AGREEMENT made as of the __1__ day of _____April_____, 2022 (the “MRSSA”)

MIDWIFERY RURAL SERVICES SUBSIDIARY AGREEMENT

BETWEEN:

**HIS MAJESTY THE KING IN THE RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, as represented by the MINISTER OF HEALTH**

(“Government”)

AND:

THE MIDWIFERY SPECIAL COMMITTEE

AND:

MIDWIVES' ASSOCIATION OF BRITISH COLUMBIA

(“MABC”)

(collectively the “**Parties**”)

BACKGROUND:

- A. MABC is the professional association for midwives in British Columbia, and is registered under the *Societies Act*;
- B. The Midwifery Special Committee is a special committee constituted under the *Medicare Protection Act* in relation to midwives rendering services under that Act;
- C. The Parties entered a Midwifery Main Agreement dated April 1, 2022 and want to enter this supporting agreement in relation to rural midwifery services (the “**Midwifery Main Agreement**”); and
- D. The Parties want to enter an agreement in relation to rural midwifery services and funding, on the terms below.

THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

- 1. Words used in this Agreement that are defined in the Midwifery Main Agreement have

the same meaning as in the Midwifery Main Agreement, unless otherwise defined in this Agreement.

TERM

2. The term of this Agreement is the same as the Term of the Midwifery Main Agreement.

Rural Midwifery Locum Program

3. Government will provide \$917,000 per Fiscal Year for the Rural Midwifery Locum Program.
4. The MABC will continue to manage a Rural Midwifery Locum Program for the Term, provided that: (a) MABC must not lower the daily rate in effect as of the Effective Date; (b) the program must provide Locums with travel and accommodation supports; and (c) host Midwives cannot be charged to access the program.
5. MABC may charge a reasonable administrative fee from the Rural Midwifery Locum Program funding described in Section 3 of the MRSSA above for administering this Program.

Midwifery Rural Practice and Support Grant Program

6. Government will provide \$250,000 per Fiscal Year for the Midwifery Rural Practice and Support Grant Program.
7. MABC will continue to administer a Midwifery Rural Practice and Support Grant Program, which funds are supporting new rural practices, and existing rural practices at risk of closure, through provision of time-limited grant-based funding.
8. MABC may charge a reasonable administrative fee from the Midwifery Rural Practice and Support Grant Program funding described in Section 6 of the MRSSA above for administering this Program.

Rural Isolation Allowance

9. Government will provide \$330,000 per Fiscal Year for the Rural Isolation Allowance, which will be fully expended to Midwives who are eligible for the Rural Isolation Allowance.
10. MABC will administer the Rural Isolation Allowance.
11. Subject to Section 9 of the MRSSA above, MABC may create its own policies regarding Midwife eligibility for the Rural Isolation Allowance (including a policy for identifying which communities fall under full and partial isolation), which may be implemented if approved by the Beneficiary and Diagnostic Services Branch within the Ministry of Health



for Government.

RECORDS AND PAYMENTS

- 12. 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. Further, for clarity, Sections 54 to 56 [Records] of the Midwifery Main Agreement apply to the Rural Midwifery Locum Program, Midwifery Rural Practice and Support Grant Program, and Rural Isolation Allowance under the MRSSA

DISPUTE RESOLUTION

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

<p>SIGNED on the <u>7</u> day of <u>March</u>, 20<u>24</u> on its behalf of HIS MAJESTY THE KING IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, by the Minister of Health or their duly authorized representative:</p>  <p>_____ Signature(s)</p> <p><u>Mark Armitage</u> _____ Print Name(s) Associate Deputy Minister <u>Health Human Resources and Beneficiary Services</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>6</u> day of <u>March</u>, 20<u>24</u> on behalf of the MIDWIVES' ASSOCIATION OF BRITISH COLUMBIA by its duly authorized representative:</p>  <p>_____ Signature</p> <p><u>Kristan Ash</u> _____ Print Name</p> <p><u>Executive Director</u> _____ Print Title</p>
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SIGNED on the 7th day of
March, 2024 on its behalf of THE
MIDWIFERY SPECIAL COMMITTEE by its
duly authorized representative:

Stephanie Power

Signature(s)

Stephanie Power

Print Name(s)

Executive Director, Beneficiary & Diagnostic Services Branch

Print Title(s)

Schedule "C"
Template Midwife Service Contract

(1) Individual Template Midwifery Service Contract

(2) Group Template Midwifery Service Contract

INDIVIDUAL TEMPLATE MIDWIFERY SERVICE CONTRACT

BETWEEN:

<name of midwife/corporation>

(the “**Midwife**”
”)

AND:

(the “**Agency**”)

WHEREAS the Midwife wishes to contract with the Agency and the Agency wishes to contract with the Midwife to provide midwifery services on the terms, conditions and understandings set out in this Contract;

THEREFORE, in consideration of the mutual promises contained in this Contract, the Midwife and the Agency agree as follows:

Article 1: Definitions

1.1 In this Contract, including the recitals and Appendices, the following definitions apply:

- (a) “**Clinical Administrative Services**” means non-patient care activities that may not be patient-specific but that require the professional expertise of a midwife, including but not limited to:
 - i. Participation in multidisciplinary team planning for the ongoing antepartum, intrapartum, and postpartum health needs of patients as part of the Services, inclusive of integrated team-based planning with local Indigenous communities (if any) and community-based providers and referring to the College Standards of Practice.
 - ii. The participation in the evaluation of the efficiency, quality and delivery of the Services that require the professional expertise of a midwife, including participation in medical audits, peer and interdisciplinary reviews, chart reviews and incident report reviews, where such activities are specific to the Services in this Contract.
 - iii. Those activities that are necessary to satisfy the Midwife’s reporting requirements under this Contract.
- (b) “**Clinically-related research**” means research directly related to the needs of a particular patient (for example, investigating the appropriateness of particular therapeutic interventions).

- (c) “**Clinically-related teaching**” means teaching concurrent with Direct and Indirect Patient Care, including but not limited to patient-specific training and education of nurses and other health professionals.
- (d) “**Clinical Services**” means services that are traceable to one or more patients including Direct Patient Care, Indirect Patient Care, Clinical Administrative Services and Clinically-related teaching and research.
- (e) “**College**” means the British Columbia College of Nurses & Midwives, the regulatory body for the profession of Midwifery as established under the *Health Professions Act* (or any successor legislation).
- (f) “**Contract**” means this document including the Appendices, as amended from time to time in accordance with Article 24.
- (g) “**Direct Patient Care**” means clinical intervention with a specific patient present, including the concurrent provision of teaching and research, and includes antepartum, intrapartum, and postpartum care provided in person, virtually by TeleHealth or other means, and by phone or text message, in accordance with College Standards of Practice.
- (h) “**EMR**” means the Electronic Medical Record software used by the Midwife in their practice.
- (i) “**Encounter Record**” means the record of the midwifery services provided to a patient by the Midwife, including simplified encounter codes (which capture the Midwife’s activities) and diagnostic codes (ICD9).
- (j) “**Encounter Reporting**” means the transmission of Encounter Records to the Medical Services Plan (MSP)/Health Insurance BC.
- (k) “**Indirect Patient Care**” means patient-specific services provided when the patient is not present, including the concurrent provision of teaching and research. Examples of indirect patient care include, but are not limited to patient-specific conferences, team meetings, telephone consultations and chart/report writing.
- (l) “**2022 Midwifery Main Agreement**” means the agreement titled “2022 Midwifery Main Agreement” and entered into as of April 1, 2022, among the Government, the Midwifery Special Committee, and the Midwives Association of BC, as subsequently amended from time to time.
- (m) “**Midwifery Payment Schedule**” means the schedule of fees and conditions of payments to midwives providing services to residents of British Columbia who are beneficiaries under the Medical Services Plan in accordance with section 7 of the *Medicare Protection Act*.

- (n) “**Midwives Association of BC**” or “**MABC**” means the professional association for Midwives, registered as number S-0017460 under the *Societies Act*.
- (o) “**Midwives Protection Program**” means the professional liability insurance program available to midwives through the Ministry of Finance and administered through the MABC.
- (p) “**Non-Clinical Services**” means services which are not traceable to a specific patient(s). Examples include pre/post natal health prevention and promotion activities and pre/post natal health care/service planning activities.
- (q) “**Services**” means those midwifery services provided by the Midwife within the Midwife’s scope of practice as set out in the *Health Professions Act* (or any successor legislation) and the Midwives Regulation B.C. Reg 103/95, including Clinical Services and Non-Clinical Services (if any) and those Services provided under this Contract are specifically described in Appendix 1, as amended from time to time by written agreement between the Agency and the Midwife.

Article 2: Term & Renewal

2.1 This Contract will be in effect from <insert date> to <insert date> notwithstanding the date of its execution, unless terminated earlier as provided herein (the “**Term**”). This Contract may be renewed for such period of time and on the terms as the parties may mutually agree to in writing:

2.2 Subject to clause 2.3, if both parties agree to renew the Contract the terms and conditions of this Contract must remain in effect until the new contract is signed and any continuation past the Term is without prejudice to issues of retroactivity.

2.3 In the event that the parties agree to renew the Contract in accordance with clause 2.2 above and a new contract is not completed within six (6) months following the end of the Term, this Contract and any extensions will terminate without further obligation on either party.

Article 3: Termination

3.1 Subject to clause 3.2, either party may terminate the Contract without cause upon six (6) months’ written notice to the other party.

3.2 Either party may terminate the Contract immediately upon written notice if the other party breaches a fundamental term of this Contract. For clarity, loss of hospital privileges by the Midwife related to the Services provided under this Contract is a breach of a fundamental term of this Contract.

Article 4: Relationship of Parties

4.1 The Midwife is an independent contractor to the Agency and not the servant, employee, or agent of the Agency. No employment relationship is created by this Contract or by the provision of the Services to the Agency by the Midwife.

4.2 Neither the Midwife nor the Agency will in any manner commit or purport to commit the other to the payment of any monies or to the performance of any other duties or responsibilities except as provided for in this Contract, or as otherwise agreed to in writing between the parties.

4.3 If the Midwife employs other persons or is a professional medical corporation, the Midwife will apply to register with WorkSafeBC and:

- (a) if registered as an employer maintain that registration during the Term and provide the Agency with proof of that registration in the form of the registration number, copies of whatever documentation is issued by WorkSafeBC to confirm registration, and a clearance letter with a clearance date as far into the future as possible, or
- (b) if advised by WorkSafeBC that the Midwife is a “worker”, advise the Agency and provide the Agency with any related documentation from WorkSafeBC.

4.4 If the Midwife purchases Personal Optional Protection coverage with WorkSafeBC as an independent operator (at the Midwife’s Option), the Midwife will provide the Agency with proof of that registration in the form of the registration number, copies of whatever documentation is issued by WorkSafeBC to confirm registration, and a clearance letter with a clearance date as far into the future as possible.

4.5 The Midwife must pay any and all payments and/or deductions required to be paid by the Midwife, including those required for income tax, Employment Insurance premiums, workers’ compensation premiums, Canada Pension Plan premiums or contributions, and any other statutory payments or assessments of any nature or kind whatsoever that the Midwife is required to pay to any government (whether federal, provincial or municipal) or to any body, agency, or authority of any government in respect of any money paid to the Midwife pursuant to this Contract.

4.6 The Midwife agrees to indemnify the Agency from any and all losses, claims, damages, actions, causes of action, liabilities, charges, penalties, assessments, re-assessments, costs, or expenses suffered by it arising from the Midwife’s failure to make any payments referred to in clause 4.5.

4.7 The indemnity in clause 4.6 survives the expiry or earlier termination of this Contract.

Article 5: Waiver/Assignment

5.1 Unless specified otherwise, the Midwife must not retain fee-for-service billings, including third party billings, for the Services provided under the terms of this Contract. The Midwife may bill fee-for-service or directly for any and all services delivered outside the scope of this Contract. For the purposes of this Article, third party billings include but are not limited to:

- (a) billings for Services associated with WorkSafeBC, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
- (b) billings for non-insured Services, excluding medical/legal services, and

- (c) billings for Services provided to persons who are not beneficiaries under the *Medicare Protection Act*, including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.

5.2 The Midwife will sign a waiver and assignment in the form attached hereto as Appendix 3 and such other documentation in connection with such waiver and assignment as may be reasonably required.

Article 6: Autonomy

6.1 The Midwife will provide the Services under this Contract in accordance with applicable standards of law, professional ethics and midwifery practice and any Agency policies, by-laws, rules, and regulations that are not inconsistent with or represent a material change to the terms of this Contract provided such Agency policies and procedures are applicable within the Midwife's place of work, consistent with the applicable standard of care and the Midwife's legal and professional obligations and have been communicated in writing or otherwise expressly brought to the attention of the Midwife in advance whenever possible. These conditions apply notwithstanding the content of any other agreement.

6.2 Subject to clause 6.1, the Midwife is entitled to professional autonomy in the provision of the Services.

Article 7: Midwives Association of BC (MABC)

7.1 The Midwife is entitled, at the Midwife's option, to representation by the MABC in the discussion or resolution of any issue arising under this Contract, including without limitation the re-negotiation or termination of this Contract.

Article 8: Dispute Resolution

8.1 This Contract is governed by and is to be construed in accordance with the laws of British Columbia.

8.2 All disputes with respect to the interpretation, application or alleged breach of this Contract that the parties are unable to resolve informally at the local level, may be referred to mediation on notice by either party to the other, with the assistance of a neutral mediator jointly selected by the parties.

8.3 If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or within such other period as agreed to by the parties in writing, the dispute will be referred to arbitration administered pursuant to the British Columbia *Arbitration Act* and the Domestic Arbitration Rules of the Vancouver International Arbitration Centre (or its successor), as those rules may be amended from time to time, by a sole arbitrator. The place of arbitration will be _____, British Columbia and the language of the arbitration will be English. If the parties do not agree to refer the dispute to arbitration, then the parties may seek redress in the courts of British Columbia.

8.4 Upon agreement of both parties, the dispute may bypass the mediation step and be referred directly to arbitration. Nothing in this Article 8 will prevent any party from commencing arbitration at any time in order to preserve a legal right, including but not limited to relating to a limitation period.

8.5 Any dispute settlement achieved by the parties, up to the point of arbitration, will be deemed to have been concluded without prejudice to other disputes or proceedings involving other parties, and will not be referred to in any other dispute or proceeding.

Article 9: Service Requirements

9.1 The Midwife will provide the Services as described in Appendix 1 and will schedule the Midwife's availability, as set out in Appendix 1, to reasonably ensure the provision of the Services.

9.2 Hours are as agreed by the Midwife and the Agency at Appendix 1. It is understood that many circumstances require flexibility of hours in the provision of the Services and the Midwife will respond to those needs.

Article 10: Licenses & Qualifications

10.1 During the Term, the Midwife will maintain:

- (a) registered membership in good standing with the College and will conduct the practice of midwifery consistent with the conditions of such registration; and
- (b) all other licences, qualifications, privileges, and credentials required to deliver the Services.

10.2 During the Term, it is a fundamental term of the Contract that the Midwife, each locum midwife and subcontracted midwife providing Services under this Contract for the Midwife, maintains enrolment in the Medical Services Plan (MSP).

(a) For clarity, an order of the Medical Services Commission under section 15(2)(a) of the *Medicare Protection Act* for the duration of that order, is a breach of a fundamental term of this Contract.

(b) If the Midwife is no longer enrolled in MSP or is de-enrolled from MSP, the Midwife must immediately notify the Agency of the period of the lack of enrollment or de-enrollment.

10.3 All Services under this Contract will be provided directly by the Midwife, or by a midwifery, medical, or nursing student under the supervision and responsibility of the Midwife.

Article 11: Locum Coverage

11.1 The Midwife and the Agency will work together in recruiting and retaining qualified locum midwives when necessary. Locum midwives are subject to the approval of the Agency, whose approval will not be unreasonably withheld.

11.2 In circumstances where a locum midwife is providing Services and will report their hours under the Contract, the locum midwife will be paid from the amounts available to be paid to the Midwife under this Contract and the Midwife will ensure that locum midwives:

- (a) do not bill FFS for the Services;
- (b) sign a waiver/assignment in the form set out at Appendix 3, and the Midwife will provide the waiver/assignment to the Agency prior to the locum midwife providing Services under the Contract; and
- (c) provide any reporting as required by the Contract.

11.3 In circumstances where a locum midwife has been secured through the Rural Midwifery Locum Program, the locum midwife will be paid in accordance with the Rural Midwifery Locum Program and any hours provided will not count towards the hours specified in Appendix 1 of this Contract.

Article 12: Subcontracting

12.1 The Midwife may, with the written consent of the Agency, subcontract or assign any of the Services. The consent of the Agency will not be unreasonably withheld.

12.2 The Midwife will ensure that any contract between the Midwife and a subcontractor will require that the subcontractor comply with all relevant terms of the Contract, including that the subcontractor sign a waiver/assignment in the form set out at Appendix 3. Further, the Midwife will provide a copy of that waiver/assignment to the Agency prior to the subcontractor providing any Services under this Contract.

12.3 Prior to subcontracting any of their obligations, the Midwife will review the capabilities, knowledge, and experience of the potential subcontractor in a manner sufficient to establish that the potential subcontractor is able to meet the requirements of this Contract.

12.4 No subcontract relieves the Midwife from their obligations or liabilities under this Contract.

Article 13: Parental Leave

13.1 The Midwife must make all reasonable efforts to obtain a locum (per Article 11) or a subcontractor (per Article 12) in advance of taking a Parental Leave. The Midwife will inform the Agency of the Midwife's intention to take a Parental Leave and the anticipated start date and length of the Parental Leave as soon as practicable, and no less than 16 weeks from the anticipated start date of the Parental Leave. The Midwife will work together with the Agency to recruit a locum or subcontractor.

13.2 In the event that either a locum or a subcontractor is not available to replace the Midwife for a period of Parental Leave or a leave under 13.5, the Midwife and the Agency agree that the rights and obligations of both the Midwife and the Agency under this Contract may be suspended for the duration of the Parental Leave or leave under 13.5. For clarity, the Term will continue for the duration of the Parental Leave or leave under 13.5.

13.3 The Midwife will provide the Agency with formal written notice a minimum of four weeks in advance of the anticipated start date of the Parental Leave, such written notice to include the start date and length of the Parental Leave. If requested by the Agency, the Midwife will provide any required supporting documentation.

13.4 For the purposes of this Article 13, "**Parental Leave**" means a leave taken upon the Midwife becoming a parent by birth, adoption, or surrogacy. Parental Leave must begin no earlier than 12 weeks before the expected birth or placement date of the child and must conclude no later than 78 weeks after the actual birth or placement date of the child. The maximum length of a Parental Leave is 78 consecutive weeks.

13.5 A leave of up to a maximum of 17 consecutive weeks may be taken by the Midwife in the event the Midwife is pregnant for more than 19 weeks, or has recently given birth, and does not become a parent. The notice requirements set out in this Article 13 may not be applicable in these circumstances.

Article 14: Compensation

14.1 The Midwife will invoice the Agency for all the Services provided in a form acceptable to the Agency, substantially in the form set out at Appendix 2A.

14.2 The Agency will pay the Midwife pursuant to Appendix 2.

14.3 The Midwife is not entitled under this Contract to any benefit from the Agency including Canada Pension Plan contributions, Employment Insurance premiums, supplemental health coverage for the Midwife or their family, health benefits for travel outside Canada, dental insurance for preventative dental care and dental procedures, supplemental group life insurance, accidental death and dismemberment insurance death benefits, overtime, or statutory holidays.

Article 15: Reporting

15.1 The parties acknowledge that the Agency has a responsibility to transmit the details of the Services to the Ministry of Health the same as required for midwives billing fee-for-service, including:

15.1.1 the name and identity number of the patient;

15.1.2 the practitioner number of the practitioner who personally rendered or was responsible for the service;

15.1.3 the details of the service, including the location where the service was rendered, the date and time the service was rendered, the length of time spent rendering the service, the diagnosis and the equivalent fee item or encounter record code.

15.2 The Midwife will co-operate with the Agency and make all reasonable efforts to provide it with the information it requires in order to meet its obligation referred to in clause 15, by providing the information listed at Appendix 4.

15.3 The Midwife will also:

- (a) report to the Agency all work done by the Midwife in connection with the provision of the Services;
- (b) comply with the reporting obligations set out in Appendix 4 of this Contract; and
- (c) complete and submit to the Agency all reports reasonably required by the Agency within 30 days (subject to the specific requirements in Appendix 4) of the Agency's written request.

15.4 The Midwife is responsible for the accuracy of all information and reports submitted by the Midwife to the Agency.

Article 16: Records

16.1 Where the Midwife is providing Services in an Agency facility and the Agency has procedures in place, the Midwife will create Clinical Records in the clinical charts that are established by and owned by the Agency and used by the facility where the Services are provided.

16.2 Where the Midwife is providing Services in an Agency facility or other facility (including services in a patient's home) and the Agency does not have procedures in place, the Midwife will create and maintain Clinical Records in the manner provided for in the Bylaws of the College.

16.3 For the purposes of this Article 16, "**Clinical Record**" means a clinical record maintained in accordance with the Bylaws of the College and an adequate medical record in accordance with the Midwifery Payment Schedule.

16.4 If requested to do so by the Agency the Midwife will promptly return to the Agency all materials, including all findings, data, reports, documents, and records, whether complete or otherwise, that have been produced or developed by the Midwife or provided to the Midwife by the Agency in connection with the Services, that are in the Midwife's possession or control.

Article 17: Third Party Claims

17.1 The Midwife and the Agency will provide the other with prompt notice of any action against either or both of them arising out of this Contract.

Article 18: Liability Protection

18.1 The Midwife will, without limiting the Midwife's obligations or liabilities herein, purchase, maintain, and cause any sub-contractors to maintain, throughout the Term:

18.1.1 Where the Midwife owns or rents the premises where the Services are provided, comprehensive or commercial general liability insurance with a limit of not less than \$2,000,000. The Midwife will add the Agency as an additional insured and the policy(s) will contain a cross liability clause. It is understood by the parties that this comprehensive or commercial general liability insurance is a reasonable overhead expense.

18.1.2 Professional liability insurance through the Midwives Protection Program in an amount that is at least the minimum level of coverage required by the College.

18.2 All of the insurance required under clause 18.1.1 will be primary and will not require the sharing of any loss by any insurer of the Agency and must be endorsed to provide the Agency with 30 days' advance written notice of cancellation or material change.

18.3 The Midwife agrees to provide the Agency with evidence of the insurance coverage required under this Article 18 at the time of execution of this Contract and otherwise from time to time as requested by the Agency.

Article 19: Confidentiality

19.1 The Midwife and the Agency will maintain as confidential and not disclose any patient information, except as required or permitted by law.

19.2 The Midwife must not, without the prior written consent of the Agency, publish, release, or disclose or permit to be published, released, or disclosed before, during the Term or otherwise, any other confidential information supplied to, obtained by, or which comes to the knowledge of the Midwife as a result of this Contract unless the publication, release or disclosure is required or permitted by law and is:

19.2.1 necessary for the Midwife to fulfill the Midwife's obligations under this Contract; or

19.2.2 made in accordance with the Midwife's professional obligations as identified by the College; or

19.2.3 in reference to this Contract.

19.3 For the purposes of this Article 19, information will be deemed to be confidential where all of the following criteria are met:

19.3.1 the information is not found in the public domain;

19.3.2 the information was imparted to the Midwife and disclosed in circumstances of confidence, or would be understood by parties exercising reasonable business judgement to be confidential; and

19.3.3 the Agency has maintained adequate internal control to ensure the information remained confidential.

Article 20: Conflict of Interest

20.1 During the Term, absent the written consent of the Agency, the Midwife must not perform a service for or provide advice to any person, firm, or corporation where the performance of the service or the provision of the advice may or does give rise to a conflict of interest under this Contract.

20.2 The parties will attempt to resolve at the local level any question as to whether the Midwife has breached or may breach clause 20.1. If the parties are unable to resolve the issue, it will be referred to mediation and/or arbitration pursuant to Article 8 of this Contract.

Article 21: Ownership

21.1 The parties acknowledge that in the course of providing the Services intellectual or like property may be developed. The Midwife agrees to be bound by and observe the relevant patent and licensing policies of the Agency in effect from time to time. Where such policies require the assignment of intellectual property to the Agency, the Midwife will execute and deliver all documents and do all such further things as are reasonably required to achieve the assignment.

Article 22: Audit, Evaluation and Assessment

22.1 With respect to any audits of the Contract conducted by the Medical Services Commission, the Midwife and the Agency acknowledge and agree that:

- (a) the auditing authority of the Medical Services Commission under section 36 of the *Medicare Protection Act*. (the "Act"), as amended from time to time, is incorporated and applies in relation to this Contract and the terms in Sections 15, 37 and 38 of the *Act* are hereby incorporated into this Contract, as modified by sections 23.1(b) and (c) below;
- (b) without limiting section 22.1(a), the Midwife is a "practitioner" as defined in the *Act*; and the terms in sections 36(3) to 36(11) of the *Act* are hereby incorporated into this Contract;
- (c) without limiting sections 22.1 (a) and (b), in relation to this Contract, the incorporated reference in section 37(1) of the *Act* which states "the commission had paid an amount"

also includes an amount paid by the Agency under this Contract; and (ii) the requirement to repay the Medical Services Commission under Sections 37(1)(d) and (1.1) includes that the Medical Services Commission may require the Midwife to pay money to the Agency; and

- (d) notwithstanding Article 8 (Dispute Resolution) or any other provision of this Contract, the Medical Services Commission has exclusive jurisdiction to determine disputes about alleged misbilling for Services under this Contract. The hearing process and rules for a hearing by the Medical Services Commission will be the same as those that the Medical Services Commission would follow in a hearing for the Midwife billing fee-for-service under the Act unless the Medical Services Commission determines that a different process or rules would be more appropriate in the circumstances. Further, a Medical Services Commission audit or hearing for the Midwife in relation to this Contract may occur simultaneously with one or more audits or hearings in relation to fee-for-service claims under the Act or other contracts.

22.2 The Midwife and the Agency agree that the Agency may also audit the Contract.

22.3 Prior to attending the clinic/practice for audit under either 22.1 or 22.2, a notice of inspection of an audit must be provided to the Midwife. Unless determined otherwise by the Medical Services Commission or the Agency, which in no case would include a random audit, notice of inspection must be provided at least 14 days prior to the inspection.

22.4 The Midwife must reasonably cooperate with Medical Services Commission or Agency auditors for an audit in relation to this Contract including by producing information and records requested by the auditors and answering questions by the auditors or their representatives in a timely manner, and allowing auditors to access relevant records, including the clinic/practice EMR.

22.5 The Midwife will comply with the requirements of any audit conducted of the Midwife's practice by the College under the *Health Professions Act* (or any successor legislation).

Article 23: Notices

23.1 Any notice, report, or any or all of the documents that either the Midwife or the Agency may be required to give or deliver to the other in writing, unless impractical or impossible, must be delivered by e-mail, mail or by hand. Delivery will be conclusively deemed to have been validly made and received by the addressee:

23.1.1 If mailed by prepaid double registered mail to the addressee's address listed below, on date of confirmation of delivery; or

23.1.2 If delivered by hand to the addressee's address listed below, on the date of such personal delivery; or

23.1.3 If sent by e-mail, on the next business day following confirmed e-mail transmission to the e-mail address provided in this Article 23.

23.2 The Midwife and the Agency must give notice to the other of a change of address.

24.3 Address and e-mail address of Agency:

Address and e-mail address of the Midwife

Article 24: Amendments

24.1 This Contract must not be amended except by written agreement of the Agency and the Midwife.

Article 25: Entire Contract

25.1 This Contract, the 2022 Midwifery Main Agreement, the Midwifery Payment Schedule and any subsidiary agreements and amendments thereto embody the entire understanding and agreement between the parties relating to the Services and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Contract, the 2022 Midwifery Main Agreement, the Midwifery Payment Schedule and any subsidiary agreements and amendments thereto.

Article 26: No Waiver Unless in Writing

26.1 No provision of this Contract and no breach by either the Midwife or the Agency of any such provision will be deemed to have been waived unless such waiver is in writing signed by the other. The written waiver of the Midwife or the Agency of any breach of any provision of this Contract by the other must not be construed as a waiver of any subsequent breach of the same or of any other provision of this Contract.

Article 27: Headings

27.1 The headings in this Contract have been inserted for reference only and in no way define, limit, or enlarge the scope of any provision of this Contract.

Article 28: Enforceability and Severability

28.1 If any provision of this Contract is determined to be invalid, void, illegal or unenforceable, in whole or in part, such invalidity, voidance, or unenforceability will attach only to such provision or part of such provision, and all other provisions or the remaining part of such provision, as the case may be, continue to have full force and effect.

Article 29: Midwifery Main Agreement

29.1 This Contract is subject to the Midwifery Main Agreement, the Midwifery Payment Schedule and any subsidiary agreements and amendments thereto.

29.2 In the event that during the Term, a new Midwifery Main Agreement, Midwifery Payment Schedule and/or new subsidiary agreements and amendments come into effect, the Midwife and the Agency agree to meet on notice by one to the other to re-negotiate and amend the terms of this Contract to ensure compliance with the new Midwifery Main Agreement, Midwifery Payment Schedule and/or any subsidiary agreements and amendments thereto.

Article 30: Execution of the Contract

30.1 This Contract and any amendments thereto may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and will constitute one and the same original agreement.

30.2 This Contract may be validly executed by transmission of a signed copy thereof by e-mail.

30.3 The parties to this Contract may execute the contract electronically via e-mail by typing their name above the appropriate signature line in the document attached to the e-mail, saving that document, and returning it by way of an e-mail address that can be verified as belonging to that party. The parties to this Contract agree that this Contract in electronic form will be the equivalent of an original written paper agreement between the parties.

Article 31: Midwives as Health Profession Corporations

31.1 Where the Midwife is a health profession corporation:

- (a) the Midwife will ensure that its midwife owner, being the individual signing this Contract on the Midwife's behalf (the "**Midwife's Owner**"), performs and fulfills, in accordance with the terms of this Contract, all obligations of the Midwife under this Contract that cannot be performed or fulfilled by a health profession corporation;
- (b) the Agency agrees to confer on the Midwife's Owner, for the Midwife's benefit, all rights of the Midwife under this Contract that cannot be held by a health profession corporation; and
- (c) for clarity, all remuneration for the Services will be paid to the health profession corporation.

Dated at _____, British Columbia this ____ day of _____.

IN WITNESS WHEREOF THE PARTIES to this Contract have duly executed this Contract as of the date written above.

Signed and Delivered On behalf of the Agency:

Authorized Signatory

Signed and Delivered by the Midwife:

[Sign here if you are a Midwife who is not incorporated]

[Sign here, on behalf of your health profession corporation, if you are a Midwife who is incorporated and do not sign your personal name above]

[] Inc.

Authorized Signatory

APPENDIX 1

SERVICES/DELIVERABLES

1. The Midwife agrees to provide up to _____ hours of Services per Fiscal Year during the Term, pro-rated for any partial Fiscal Year (total hours of Services not to exceed more than 1950 hours per Fiscal Year). Non-Clinical Services will not exceed _____ % of the total hours of Services each Fiscal Year.
2. The Midwife will provide the following Services during the Term:

(a) Clinical Services

<If the Contract is for full-scope midwifery services, use the following description:

The Midwife will provide Clinical Services commensurate with the professional services provided by midwife providing the full-scope of midwifery services, as set out in the Health Professions Act and Midwives Regulation B.C.

If the Contract is not for full-scope midwifery services(e.g., post-partum services only), describe the specific Clinical Services.>

(b) Non-Clinical Services

The Midwife will provide the following Non-Clinical Services:

<insert list of Non-Clinical Services as determined by the Agency and the Midwife based on the Services being provided and local needs. Examples of Non-Clinical Services include but are not limited to:

- *Providing pre/post-natal health prevention and promotion activities including organizing and/or participating in health promotion forums focused on the health care needs of the health service delivery area;*
- *Providing pre/post-natal health care/service planning activities including participating in planning of long-term health care delivery goals for the health service delivery area, specifically in the community and surrounding areas;*
- *In collaboration with the Agency and other health care practitioners, participating in the development and implementation of protocols, care pathways and criteria for patients who may transfer during the course of their maternity care;*
- *Coordinating perinatal training, courses, or workshops for nurses and/or other medical staff to augment skills and competencies to effectively and confidently support deliveries in-hospital and in the community. Training may include, but is not limited to, Emergency*

Obstetrics Skills, Fetal Health Surveillance, Neonatal Resuscitation, Normal Birth, and Comfort Measures in Labour;

- *Involvement in Primary Care Network as part of the interprofessional PCN maternity team;>*

3. Scheduling

<insert details of scheduling of coverage by the Midwife under the Contract, what is the expectation re: provision of a schedule in advance to the Agency, have the parties agreed on additional scheduling details such as clinic hours etc.??>

4. On-Call

<For full scope Services, include language below re: on-call:

The Midwife will also make themselves available after-hours for their patients within professionally recognized reasonable limits. Services provided arising from being called in after-hours while on-call fall within the scope of this Contract.

If required and pursuant to the terms of a separate arrangement, the Midwife will provide “on-call” for the community/area they serve for urgent and emergent care situations for patients who are not patients of the Midwife. Services provided arising from being called while being on-call fall within the scope of this Contract.>

<For defined scope services (e.g., post-partum services only), on-call requirements may be variable, so use the following:

The Midwife, if required based on the Services, will also make themselves available after-hours for their patients within professionally recognized reasonable limits. Services provided arising from being called in after-hours while on-call fall within the Scope of this Contract>

5. Travel Time

Travel time (for clarity, this only includes time and does not include travel expenses), where required to provide the Services, is included for up to a maximum of 5% of the total time invoiced as Services (if travel time needed exceeds 5%, the maximum may be increased to 10% of total time invoiced, upon the Agency obtaining an exception from the Ministry of Health), with the following conditions:

- (a) The travel must be required for the provision of Clinical Services, as defined in this Contract.
- (b) The travel must be medically necessary due to:
 - i. the delivery of care under this Contract for home births;

- ii. the patient/client being unable to practically attend at the Midwife's office/clinic due to significant medical or physical disability or debility, or socioeconomic, cultural, and other factors; or
 - iii. where the patient/client's condition requires the Midwife's attendance in order to determine the appropriate management, or when planned proactive care is determined to be medically necessary to manage the patient/client's condition.
- (c) Travel time is only allowed for travel between two or more patient/client sites (i.e., a medical facility where the patient/client is located, the Midwife's office/clinic or the patient/client's home), it does not include travel to and from the Midwife's home. For clarity, where the Midwife's office/clinic is located at the Midwife's home, travel time from that location to other patient/client sites is included, provided that the travel time occurs during the regular operating hours of the Midwife's office/clinic.
- (d) The Midwife will take all reasonable steps to limit the amount of travel time, such as scheduling visits in order to limit travel time and providing care virtually where appropriate and in accordance with College Standards of Practice.

6. Equipment/Supplies

- (a) Except as expressly set out in paragraph (b) below, the Midwife is solely responsible for procuring and providing all labour, support, technology, material, supplies, equipment, approvals, facilities, and services required by the Midwife to perform the Services in accordance with this Contract.
- (b) The Agency will provide the following support, technology, material, and supplies for use by the Midwife for the sole purpose of providing the Services for the Term:
- (i) All supplies associated with the provision of the Services at *<hospital/HA facility>*.
 - (ii) *<If the Services encompass home births, the Agency will administer those supplies provided by the BC Home Birth Supply Program for the delivery of care under this Contract for home births.>*
 - (iii) *<insert any other supports the Agency will provide>*

APPENDIX 2**PAYMENT**

1. The Agency will pay the Midwife at the rate of \$_____ per hour of Services that the Midwife provides under the terms of this Contract. The Midwife may also be eligible for additional payment for overhead in accordance with sections 29 to 33 of the Midwifery Main Agreement, to be administered and paid outside of this Contract by the Ministry of Health.
2. The payments are only for the provision of Services and not for leave taken for statutory holidays, vacation, or illness, or for any break or time spent away from the provision of Services.
3. The rate in section 1 has been calculated in accordance with section 39 of the Midwifery Main Agreement and will be modified to reflect all negotiated rate increases agreed to between MABC and the Ministry of Health.

It is understood and agreed that a more detailed description of the payment processes, such as timing of invoices and payment will be included in this Appendix 2 as negotiated at the local level and will include either payment on receipt of an invoice for the Services provided or payment on installment with reconciliation where hours worked and reported are less than the contracted hours set out in Appendix 1. Periodic variation in hours will not affect regular installment payments but will affect payments on receipt of an invoice.

APPENDIX 2A

INVOICE

Insert form of invoice used by Agency. If the invoice form is also going to be used for the purposes of the hours reporting requirements set out in Appendix 4, it must include the fields required to satisfy the requirements of Appendix 4.

APPENDIX 3

FEE FOR SERVICE WAIVER AND THIRD PARTY BILLING ASSIGNMENT

Midwife/Corporation Name _____

MSP Practitioner Number _____

All capitalized terms herein have the meaning given to them in the Service Contract between the undersigned and [*name of Agency*] dated _____.

The Midwife acknowledges that the payments paid to the Midwife by the Agency for the Services provided under the terms of the Contract are payments in full for those Services and the Midwife will make no other claim for those Services.

The Midwife will not retain and hereby waives any and all rights the Midwife has to receive any fee for service payments from the Medical Services Plan with respect to such Services.

The Midwife will not retain and hereby assigns to the Agency any and all rights the Midwife has to receive any payments for any such Services from any third party including but not limited to:

- (a) billings associated with, WCB, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
- (b) billings for all non-insured Services, excluding medical-legal services, and
- (c) billings for Services provided to persons who are not beneficiaries under the *Medicare Protection Act* including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.

The Midwife will execute all documents and provide all information and paperwork not already in the Agency's possession relating to the Services provided under the terms of the Contract that are necessary for the Agency to bill, and/or to permit and assist the Agency to bill, the Medical Services Plan according to the Medical Services Commission Payment Schedule for all third party billings with respect to those third parties for whom MSP acts as a processing agent (including but not limited to ICBC and those Canadian provinces that have reciprocal payment arrangements with the province of British Columbia). For all other third-party billings, the Midwife will, as reasonably required, assist the Agency to submit claims directly to, or otherwise as required by, the relevant third party.

Exclusions: The Midwife may bill and collect payment under the Midwifery Payment Schedule for Fee Item 36045, Phase 4 Home Birth Second Attendant fees, for a second attendant who is recognized by the College, but is not a midwife, and who has provided second attendant Services for the Midwife during the Term of this Contract, to compensate the second attendant for such Services.

Midwife's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 4

REPORTING

The Midwife will comply with the reporting requirements set out below. It is the Midwife's responsibility to ensure that all reports/forms are completed and submitted as set out below, and in particular:

1. The Midwife will submit Encounter Records to the Medical Services Plan/Health Insurance BC in accordance with the requirements, rules, and procedures of the Medical Services Plan (MSP)/Health Insurance BC for all midwifery services provided under this Contract and the Encounter Records will include the following information:
 - 1.1 MSP Payee Number,
 - 1.2 Practitioner Number for Midwife,
 - 1.3 Patient/Client's personal health number (PHN),
 - 1.4 Patient/Client last name and first initial,
 - 1.5 Date of service,
 - 1.6 Encounter code(s),
 - 1.7 Location of the service,
 - 1.8 Diagnostic code
2. On a *<weekly/semi-monthly/monthly>* basis during the Term (within *<number>* days of the end of the previous reporting period), the Midwife will provide to the Agency an hours report with respect to the Services provided under the Contract which identifies the days Services were provided, the number of hours of Services provided each day by the Midwife, including start and stop times rounded to the nearest 15 minutes and including the number of hours of Clinical Services, Non-Clinical Services, any hours of travel time in accordance with section 5 of Appendix 1 and the total number of hours provided during the reporting period. Separate start and stop times will be required if needed to report blocks of Services separated by more than 30 minutes.
3. In the event that the Midwife provides services outside the scope of this Contract on a fee-for-service basis on the same day the Midwife provides Services under this Contract, the Midwife, whether or not required by MSP or another paying agency, will enter start and stop times and an appropriate location code for the patient encounter(s).
4. The Midwife acknowledges that information collected by the Medical Services Commission under the authority of the *Medicare Protection Act*, including details of midwife Encounter Reporting may be disclosed to the Agency for any purposes authorized by law, including the purposes of administering, evaluating, and monitoring this Contract. Personal information in the custody or under

the control of the Agency is protected from unauthorized use and disclosure in accordance with the *Freedom of Information and Protection Act* and may be disclosed only as provided by that Act.

5. The Midwife will comply with reasonable requests from the Agency for additional reporting, to evaluate the Services provided.

GROUP TEMPLATE MIDWIFERY SERVICE CONTRACT

BETWEEN:

**THOSE MIDWIVES AND HEALTH PROFESSION CORPORATIONS LISTED ON THE
SIGNATURE PAGE OF THIS CONTRACT**

(each is individually a “**Midwife**” and collectively all
are referred to as the “**Midwives**”)

AND:

(the “**Agency**”)

WHEREAS the Midwives wish to contract with the Agency and the Agency wishes to contract with the Midwives to provide midwifery services on the terms, conditions and understandings set out in this Contract;

THEREFORE, in consideration of the mutual promises contained in this Contract, the Midwives and the Agency agree as follows:

Article 1: Definitions

1.1 In this Contract, including the recitals and Appendices, the following definitions apply:

- (r) “**Clinical Administrative Services**” means non-patient care activities that may not be patient-specific but that require the professional expertise of a midwife, including but not limited to:
 - i. Participation in multidisciplinary team planning for the ongoing antepartum, intrapartum, and postpartum health needs of patients as part of the Services, inclusive of integrated team-based planning with local Indigenous communities (if any) and community-based providers and referring to the College Standards of Practice.
 - ii. The participation in the evaluation of the efficiency, quality and delivery of the Services that require the professional expertise of a midwife, including participation in medical audits, peer and interdisciplinary reviews, chart reviews and incident report reviews, where such activities are specific to the Services in this Contract.
 - iii. Those activities that are necessary to satisfy a Midwife’s reporting requirements under this Contract.
- (s) “**Clinically-related research**” means research directly related to the needs of a particular patient (for example, investigating the appropriateness of particular therapeutic interventions).

- (t) “**Clinically-related teaching**” means teaching concurrent with Direct and Indirect Patient Care, including but not limited to patient-specific training and education of nurses and other health professionals.
- (u) “**Clinical Services**” means services that are traceable to one or more patients including Direct Patient Care, Indirect Patient Care, Clinical Administrative Services and Clinically-related teaching and research.
- (v) “**College**” means the British Columbia College of Nurses & Midwives, the regulatory body for the profession of Midwifery as established under the *Health Professions Act* (or any successor legislation).
- (w) “**Contract**” means this document including the Appendices, as amended from time to time in accordance with Article 25.
- (x) “**Direct Patient Care**” means clinical intervention with a specific patient present, including the concurrent provision of teaching and research, and includes antepartum, intrapartum, and postpartum care provided in person, virtually by TeleHealth or other means, and by phone or text message, in accordance with College Standards of Practice.
- (y) “**EMR**” means the Electronic Medical Record software used by the Midwives in their practice.
- (z) “**Encounter Record**” means the record of the midwifery services provided to a patient by a Midwife, including simplified encounter codes (which capture the Midwife’s activities) and diagnostic codes (ICD9).
- (aa) “**Encounter Reporting**” means the transmission of Encounter Records to the Medical Services Plan (MSP)/Health Insurance BC.
- (bb) “**Indirect Patient Care**” means patient-specific services provided when the patient is not present, including the concurrent provision of teaching and research. Examples of indirect patient care include, but are not limited to patient-specific conferences, team meetings, telephone consultations and chart/report writing.
- (cc) “**2022 Midwifery Main Agreement**” means the agreement titled “2022 Midwifery Main Agreement” and entered into as of April 1, 2022, among the Government, the Midwifery Special Committee, and the Midwives Association of BC, as subsequently amended from time to time.
- (dd) “**Midwifery Payment Schedule**” means the schedule of fees and conditions of payments to midwives providing services to residents of British Columbia who are beneficiaries under the Medical Services Plan in accordance with section 7 of the *Medicare Protection Act*.

- (ee) “**Midwives Association of BC**” or “**MABC**” means the professional association for Midwives, registered as number S-0017460 under the *Societies Act*.
- (ff) “**Midwives Protection Program**” means the professional liability insurance program available to midwives through the Ministry of Finance and administered through the MABC.
- (gg) “**Non-Clinical Services**” means services which are not traceable to a specific patient(s). Examples include pre/post natal health prevention and promotion activities and pre/post natal health care/service planning activities.
- (hh) “**Services**” means those midwifery services provided by a Midwife within the Midwife’s scope of practice as set out in the *Health Professions Act* (or any successor legislation) and the Midwives Regulation B.C. Reg 103/95, including Clinical Services and Non-Clinical Services (if any) and those Services provided under this Contract are specifically described in Appendix 1, as amended from time to time by written agreement between the Agency and the Midwives.

Article 2: Term & Renewal

- 2.1 This Contract will be in effect from <insert date> to <insert date> notwithstanding the date of its execution, unless terminated earlier as provided herein (the “**Term**”). This Contract may be renewed for such period of time and on the terms as the parties may mutually agree to in writing:
- 2.2 Subject to clause 2.3, if both the Midwives and the Agency agree to renew the Contract the terms and conditions of this Contract must remain in effect until the new contract is signed and any continuation past the Term is without prejudice to issues of retroactivity.
- 2.3 In the event that the Midwives and the Agency agree to renew the Contract in accordance with clause 2.2 above and a new contract is not completed within six (6) months following the end of the Term, this Contract and any extensions will terminate without further obligation on either party.

Article 3: Termination

- 3.1 The Midwives (collectively) or the Agency may terminate the Contract without cause upon six (6) months’ written notice to the other, or immediately upon written notice if the other breaches a fundamental term of this Contract.
- 3.2 Subject to clause 3.3 and without affecting the rights and obligations of any remaining Midwives:
- (a) each Midwife has the separate and distinct right to terminate the Contract as between that Midwife and the Agency without cause upon six (6) months’ written notice to the Agency, with an information copy of such notice to any remaining Midwives; and

- (b) the Agency may terminate the Contract as between the Agency and any individual Midwife without cause upon six (6) months' written notice to that Midwife, with an information copy of such notice to the remaining Midwives if any.

3.3 Each Midwife or the Agency may terminate the Contract as between that Midwife and the Agency immediately upon written notice if the other breaches a fundamental term of this Contract. For clarity, loss of hospital privileges by a Midwife related to the Services provided under this Contract is a breach of a fundamental term of this Contract.

Article 4: Relationship of Parties

4.1 Each Midwife is an independent contractor to the Agency and not the servant, employee, or agent of the Agency. No employment relationship is created by this Contract or by the provision of the Services to the Agency by the Midwife. No partnership relationship between the Midwives is created by this Contract or by the provision of the Services to the Agency by the Midwives. None of the Midwives intends to carry on a business with a view to profit with the other Midwives in respect of the Services.

4.2 None of the Midwives nor the Agency will in any manner commit or purport to commit the other to the payment of any monies or to the performance of any other duties or responsibilities except as provided for in this Contract, or as otherwise agreed to in writing between the parties.

4.3 If a Midwife employs other persons or is a professional medical corporation, the Midwife will apply to register with WorkSafeBC and:

- (c) if registered as an employer maintain that registration during the Term and provide the Agency with proof of that registration in the form of the registration number, copies of whatever documentation is issued by WorkSafeBC to confirm registration, and a clearance letter with a clearance date as far into the future as possible, or
- (d) if advised by WorkSafeBC that the Midwife is a "worker", advise the Agency and provide the Agency with any related documentation from WorkSafeBC.

4.4 If a Midwife purchases Personal Optional Protection coverage with WorkSafeBC as an independent operator (at the Midwife's Option), the Midwife will provide the Agency with proof of that registration in the form of the registration number, copies of whatever documentation is issued by WorkSafeBC to confirm registration, and a clearance letter with a clearance date as far into the future as possible.

4.5 Each Midwife must pay any and all payments and/or deductions required to be paid by the Midwife, including those required for income tax, Employment Insurance premiums, workers' compensation premiums, Canada Pension Plan premiums or contributions, and any other statutory payments or assessments of any nature or kind whatsoever that the Midwife is required to pay to any government (whether federal, provincial or municipal) or to any body, agency, or authority of any government in respect of any money paid to the Midwife pursuant to this Contract.

4.6 The liability of the Midwives for payments referred to in clause 4.5 is several and not joint.

4.7 Each Midwife agrees to indemnify the Agency from any and all losses, claims, damages, actions, causes of action, liabilities, charges, penalties, assessments, re-assessments, costs, or expenses suffered by it arising from that Midwife's failure to make any payments referred to in clause 4.5.

4.8 The indemnity in clause 4.7 survives the expiry or earlier termination of this Contract.

Article 5: Unincorporated Groups

5.1 As the Services are provided under this Contract by multiple Midwives, each Midwife will be party to, and bound by, this Contract.

5.2 The Midwives will develop an intra-midwife group governance agreement. Each Midwife will be a party to the intra-midwife group governance agreement, and the Midwives will ensure that any midwife who becomes a Midwife during the Term also become party to the intra-midwife group governance agreement. The Midwives will provide the Agency with a copy of the intra-midwife group governance agreement upon request, such request not to be unreasonably denied.

5.3 Subject to sub-clause 3.2(b), the Midwives may designate a representative from among the Midwives to represent the Midwives with respect to notices, the proposed addition of new midwives to the Contract and all invoicing and payment matters under this Contract (the "**Representative**") and will notify the Agency of the identity of the Representative. If the Representative changes during the Term, the Midwives will notify the Agency of the new Representative.

5.4 Where a notice under any term of this Contract is to be given to all of the Midwives, the Midwives agree that a single notice to the Representative sent to the address provided in Article 24 will constitute notice to all of the Midwives. Where notice is to be given to less than all of the Midwives, it must be given to those individual Midwives at the address(es) provided at Appendix 5.

5.5 In the event of the departure of a Midwife pursuant to clauses 3.2 or 3.3, the parties will meet to discuss whether amendments to any Appendices are required and to make agreed changes.

5.6 The Midwives must use reasonable efforts to replace departing Midwives.

5.7 Any replacement or new midwives that the Midwives propose to add are subject to approval by the Agency in accordance with its normal policies, by-laws, and rules. Such approval will not be unreasonably withheld.

5.8 Subject to clause 5.7, for any new midwife added to this Contract who is not an initial signatory to this Contract, the Midwives (collectively) or their Representative, the Agency, and the new midwife will sign and deliver to the others an acknowledgement and agreement in the form set out in Appendix 6 ("**New Midwife – Agreement to Join**"), agreeing that the new midwife will become party to and bound by the terms of this Contract.

Article 6: Waiver/Assignment

6.1 Unless specified otherwise, each Midwife must not retain fee-for-service billings, including third party billings, for the Services provided under the terms of this Contract. Midwives may bill fee-for-service or directly for any and all services delivered outside the scope of this Contract. For the purposes of this Article, third party billings include but are not limited to:

- (d) billings for Services associated with WorkSafeBC, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
- (e) billings for non-insured Services, excluding medical/legal services, and
- (f) billings for Services provided to persons who are not beneficiaries under the *Medicare Protection Act*, including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.

6.2 Each Midwife will sign a waiver and assignment in the form attached hereto as Appendix 3 and such other documentation in connection with such waiver and assignment as may be reasonably required.

Article 7: Autonomy

7.1 Each Midwife will provide the Services under this Contract in accordance with applicable standards of law, professional ethics and midwifery practice and any Agency policies, by-laws, rules, and regulations that are not inconsistent with or represent a material change to the terms of this Contract provided such Agency policies and procedures are applicable within the Midwife's place of work, consistent with the applicable standard of care and the Midwife's legal and professional obligations and have been communicated in writing or otherwise expressly brought to the attention of the Midwife in advance whenever possible. These conditions apply notwithstanding the content of any other agreement.

7.2 Subject to clause 7.1, each Midwife is entitled to professional autonomy in the provision of the Services.

Article 8: Midwives Association of BC (MABC)

8.1 Each Midwife separately and the Midwives collectively are entitled, at their option, to representation by the MABC in the discussion or resolution of any issue arising under this Contract, including without limitation the re-negotiation or termination of this Contract.

Article 9: Dispute Resolution

9.1 This Contract is governed by and is to be construed in accordance with the laws of British Columbia.

9.2 All disputes with respect to the interpretation, application or alleged breach of this Contract that any Midwife(s) and the Agency (the Midwife(s) or the Agency, each a "**Party to the Dispute**" or collectively "**Parties to the Dispute**") are unable to resolve informally at the local level, may be referred to mediation on notice by either Party to the Dispute to the other, with the assistance of a neutral mediator jointly selected by the Parties to the Dispute.

9.3 If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or within such other period as agreed to by the Parties to the Dispute in writing, the dispute will be referred to arbitration administered pursuant to the British Columbia *Arbitration Act* and the Domestic Arbitration Rules of the Vancouver International Arbitration Centre (or its successor), as those rules may be amended from time to time, by a sole arbitrator. The place of arbitration will be _____, British Columbia and the language of the arbitration will be English. If the Parties to the Dispute do not agree to refer the dispute to arbitration, then the parties may seek redress in the courts of British Columbia.

9.4 Upon agreement of the Parties to the Dispute, the dispute may bypass the mediation step and be referred directly to arbitration. Nothing in this Article 9 will prevent any party from commencing arbitration at any time in order to preserve a legal right, including but not limited to relating to a limitation period.

9.5 Any dispute settlement achieved by the Parties to the Dispute, up to the point of arbitration, will be deemed to have been concluded without prejudice to other disputes or proceedings involving other parties, and will not be referred to in any other dispute or proceeding.

Article 10: Service Requirements

10.1 The Midwives will provide the Services as described in Appendix 1 and will schedule their availability, as set out in Appendix 1, to reasonably ensure the provision of the Services.

10.2 Hours are as agreed by the Midwives and the Agency at Appendix 1. It is understood that many circumstances require flexibility of hours in the provision of the Services and the Midwives will respond to those needs.

Article 11: Licenses & Qualifications

11.1 During the Term, each Midwife will maintain:

- (c) registered membership in good standing with the College and will conduct the practice of midwifery consistent with the conditions of such registration; and
- (d) all other licences, qualifications, privileges, and credentials required to deliver the Services.

11.2 During the Term, it is a fundamental term of the Contract that each Midwife, each locum midwife and subcontracted midwife providing Services under this Contract for a Midwife, maintains enrolment in the Medical Services Plan (MSP).

(a) For clarity, an order of the Medical Services Commission under section 15(2)(a) of the *Medicare Protection Act* for the duration of that order, is a breach of a fundamental term of this Contract.

(b) If a Midwife is no longer enrolled in MSP or is de-enrolled from MSP, the Midwife must immediately notify the Agency of the period of the lack of enrollment or de-enrollment.

11.3 All Services under this Contract will be provided directly by a Midwife, or by a midwifery, medical, or nursing student under the supervision and responsibility of the Midwife.

Article 12: Locum Coverage

12.1 The Midwives and the Agency will work together in recruiting and retaining qualified locum midwives when necessary. Locum midwives are subject to the approval of the Agency, whose approval will not be unreasonably withheld.

12.2 In circumstances where a locum midwife is providing Services and will report their hours under the Contract, the locum midwife will be paid from the amounts available to be paid to the Midwives under this Contract and the Midwives will ensure that locum midwives:

- (a) do not bill FFS for the Services;
- (b) sign a waiver/assignment in the form set out at Appendix 3, and the Midwives will provide the waiver/assignment to the Agency prior to the locum midwife providing Services under the Contract; and
- (c) provide any reporting as required by the Contract.

12.3 In circumstances where a locum midwife has been secured through the Rural Midwifery Locum Program, the locum midwife will be paid in accordance with the Rural Midwifery Locum Program and any hours provided will not count towards the hours specified in Appendix 1 of this Contract.

Article 13: Subcontracting

13.1 Each Midwife may, with the written consent of the Agency, subcontract or assign any of the Services. The consent of the Agency will not be unreasonably withheld.

13.2 Each Midwife will ensure that any contract between the Midwife and a subcontractor will require that the subcontractor comply with all relevant terms of the Contract, including that the subcontractor sign a waiver/assignment in the form set out at Appendix 3. Further, the Midwife will provide a copy of that waiver/assignment to the Agency prior to the subcontractor providing any Services under this Contract.

13.3 Prior to subcontracting any of their obligations, each Midwife will review the capabilities, knowledge, and experience of the potential subcontractor in a manner sufficient to establish that the potential subcontractor is able to meet the requirements of this Contract.

13.4 No subcontract relieves a Midwife from their obligations or liabilities under this Contract.

Article 14: Parental Leave

14.1 The Midwives will ensure that their group governance agreement is not inconsistent with the terms of this Article 14.

14.2 A Midwife taking Parental Leave will inform the Agency of the Midwife's intention to take a Parental Leave and the anticipated start date and length of the Parental Leave as soon as practicable, and no less than 16 weeks from the anticipated start date of the Parental Leave.

14.3 Upon notification in accordance with 14.2, the Agency and Midwives will meet to discuss whether the Midwives will require a locum (per Article 12) or subcontractor (per Article 13) to replace the Midwife taking Parental Leave.

14.4 If a locum or subcontractor is required, the Midwives will work together with the Agency to recruit a locum or subcontractor. If the Agency recruits a qualified locum midwife, the Midwives will not unreasonably withhold their agreement to that locum midwife being added to the Contract to replace the Midwife taking Parental Leave.

14.5 In the event that either a locum or a subcontractor is not available to replace the Midwife for a period of Parental Leave or a leave under 14.9, the Midwives and the Agency agree that the rights and

obligations of the Midwife taking Parental Leave or a leave under 14.9 under this Contract may be suspended for the duration of the Parental Leave or a leave under 14.9 without affecting the rights and obligations of the remaining Midwives under the Contract. For clarity, the Term will continue for the duration of the Parental Leave or a leave under 14.9.

14.6 The Midwife taking Parental Leave will provide the Agency with formal written notice a minimum of four weeks in advance of the anticipated start date of the Parental Leave, such written notice to include the start date and length of the Parental Leave. If requested by the Agency, the Midwife will provide any required supporting documentation.

14.7 Upon formal notification of a Parental Leave in accordance with 14.6, the Midwives and the Agency will meet to discuss whether any amendments to the Contract are required and to make agreed changes.

14.8 For the purposes of this Article 14, “**Parental Leave**” means a leave taken upon a Midwife becoming a parent by birth, adoption, or surrogacy. Parental Leave must begin no earlier than 12 weeks before the expected birth or placement date of the child and must conclude no later than 78 weeks after the actual birth or placement date of the child. The maximum length of a Parental Leave is 78 consecutive weeks.

14.9 A leave of up to a maximum of 17 consecutive weeks may be taken by the Midwife in the event the Midwife is pregnant for more than 19 weeks, or has recently given birth, and does not become a parent. The notice requirements set out in this Article 14 may not be applicable in these circumstances.

Article 15: Compensation

15.1 The Midwives will invoice the Agency for all the Services provided in a form acceptable to the Agency, substantially in the form set out at Appendix 2A.

15.2 The Agency will pay the Midwives pursuant to Appendix 2.

15.3 No Midwife is entitled under this Contract to any benefit from the Agency including Canada Pension Plan contributions, Employment Insurance premiums, supplemental health coverage for the Midwives or their families, health benefits for travel outside Canada, dental insurance for preventative dental care and dental procedures, supplemental group life insurance, accidental death and dismemberment insurance death benefits, overtime, or statutory holidays.

Article 16: Reporting

16.1 The parties acknowledge that the Agency has a responsibility to transmit the details of the Services to the Ministry of Health the same as required for midwives billing fee-for-service, including:

16.1.1 the name and identity number of the patient;

16.1.2 the practitioner number of the practitioner who personally rendered or was responsible for the service;

16.1.3 the details of the service, including the location where the service was rendered, the date and time the service was rendered, the length of time spent rendering the service, the diagnosis and the equivalent fee item or encounter record code.

16.2 Each Midwife will co-operate with the Agency and make all reasonable efforts to provide it with the information it requires in order to meet its obligation referred to in clause 16.1, by providing the information listed at Appendix 4.

16.3 Each Midwife will also:

- (d) report to the Agency all work done by the Midwife in connection with the provision of the Services;
- (e) comply with the reporting obligations set out in Appendix 4 of this Contract; and
- (f) complete and submit to the Agency all reports reasonably required by the Agency within 30 days (subject to the specific requirements in Appendix 4) of the Agency's written request.

16.4 Each Midwife is responsible for the accuracy of all information and reports submitted by the Midwife to the Agency.

Article 17: Records

17.1 Where a Midwife is providing Services in an Agency facility and the Agency has procedures in place, each Midwife will create Clinical Records in the clinical charts that are established by and owned by the Agency and used by the facility where the Services are provided.

17.2 Where a Midwife is providing Services in an Agency facility or other facility (including services in a patient's home) and the Agency does not have procedures in place, each Midwife will create and maintain Clinical Records in the manner provided for in the Bylaws of the College.

17.3 For the purposes of this Article 17, "**Clinical Record**" means a clinical record maintained in accordance with the Bylaws of the College and an adequate medical record in accordance with the Midwifery Payment Schedule.

17.4 If requested to do so by the Agency each Midwife will promptly return to the Agency all materials, including all findings, data, reports, documents, and records, whether complete or otherwise, that have been produced or developed by the Midwife or provided to the Midwife by the Agency in connection with the Services, that are in that Midwife's possession or control.

Article 18: Third Party Claims

18.1 The Midwives and the Agency will provide the others with prompt notice of any action against any of them arising out of this Contract.

Article 19: Liability Protection

19.1 Each Midwife will, without limiting the Midwife's obligations or liabilities herein, purchase, maintain, and cause any sub-contractors to maintain, throughout the Term:

19.1.1 Where a Midwife owns or rents the premises where the Services are provided, comprehensive or commercial general liability insurance with a limit of not less than \$2,000,000. The Midwife will add the Agency as an additional insured and the policy(s) will contain a cross liability clause. It is understood by

the parties that this comprehensive or commercial general liability insurance is a reasonable overhead expense.

19.1.2 Professional liability insurance through the Midwives Protection Program in an amount that is at least the minimum level of coverage required by the College.

19.2 All of the insurance required under clause 19.1.1 will be primary and will not require the sharing of any loss by any insurer of the Agency and must be endorsed to provide the Agency with 30 days' advance written notice of cancellation or material change.

19.3 Each Midwife agrees to provide the Agency with evidence of the insurance coverage required under this Article 19 at the time of execution of this Contract and otherwise from time to time as requested by the Agency.

Article 20: Confidentiality

20.1 Each Midwife and the Agency will maintain as confidential and not disclose any patient information, except as required or permitted by law.

20.2 Each Midwife must not, without the prior written consent of the Agency, publish, release, or disclose or permit to be published, released, or disclosed before, during the Term or otherwise, any other confidential information supplied to, obtained by, or which comes to the knowledge of the Midwife as a result of this Contract unless the publication, release or disclosure is required or permitted by law and is:

20.2.1 necessary for the Midwife to fulfill the Midwife's obligations under this Contract; or

20.2.2 made in accordance with the Midwife's professional obligations as identified by the College; or

20.2.3 in reference to this Contract.

20.3 For the purposes of this Article 20, information will be deemed to be confidential where all of the following criteria are met:

20.3.1 the information is not found in the public domain;

20.3.2 the information was imparted to the Midwife and disclosed in circumstances of confidence, or would be understood by parties exercising reasonable business judgement to be confidential; and

20.3.3 the Agency has maintained adequate internal control to ensure the information remained confidential.

Article 21: Conflict of Interest

21.1 During the Term, absent the written consent of the Agency, each Midwife must not perform a service for or provide advice to any person, firm, or corporation where the performance of the service or the provision of the advice may or does give rise to a conflict of interest under this Contract.

21.2 The parties will attempt to resolve at the local level any question as to whether the Midwife has breached or may breach clause 21.1. If the parties are unable to resolve the issue, it will be referred to mediation and/or arbitration pursuant to Article 9 of this Contract.

Article 22: Ownership

22.1 The parties acknowledge that in the course of providing the Services intellectual or like property may be developed. Each Midwife agrees to be bound by and observe the relevant patent and licensing policies of the Agency in effect from time to time. Where such policies require the assignment of intellectual property to the Agency, each Midwife will execute and deliver all documents and do all such further things as are reasonably required to achieve the assignment.

Article 23: Audit, Evaluation and Assessment

23.1 With respect to any audits of the Contract conducted by the Medical Services Commission, each Midwife and the Agency acknowledge and agree that:

- (e) the auditing authority of the Medical Services Commission under section 36 of the *Medicare Protection Act*. (the “Act”), as amended from time to time, is incorporated and applies in relation to this Contract and the terms in Sections 15, 37 and 38 of the *Act* are hereby incorporated into this Contract, as modified by sections 23.1(b) and (c) below;
- (f) without limiting section 23.1(a), the Midwife is a “practitioner” as defined in the *Act*; and the terms in sections 36(3) to 36(11) of the *Act* are hereby incorporated into this Contract;
- (g) without limiting sections 23.1 (a) and (b), in relation to this Contract, the incorporated reference in section 37(1) of the *Act* which states “the commission had paid an amount” also includes an amount paid by the Agency under this Contract; and (ii) the requirement to repay the Medical Services Commission under Sections 37(1)(d) and (1.1) includes that the Medical Services Commission may require the Midwife to pay money to the Agency; and
- (h) notwithstanding Article 9 (Dispute Resolution) or any other provision of this Contract, the Medical Services Commission has exclusive jurisdiction to determine disputes about alleged misbilling for Services under this Contract. The hearing process and rules for a hearing by the Medical Services Commission will be the same as those that the Medical Services Commission would follow in a hearing for a Midwife billing fee-for-service under the *Act* unless the Medical Services Commission determines that a different process or rules would be more appropriate in the circumstances. Further, a Medical Services Commission audit or hearing for a Midwife in relation to this Contract may occur simultaneously with one or more audits or hearings in relation to fee-for-service claims under the *Act* or other contracts.

23.2 Each Midwife and the Agency agree that the Agency may also audit the Contract.

23.3 Prior to attending the clinic/practice for audit under either 23.1 or 23.2, a notice of inspection of an audit must be provided to the Midwives. Unless determined otherwise by the Medical Services Commission or the Agency, which in no case would include a random audit, notice of inspection must be provided at least 14 days prior to the inspection.

23.4 Each Midwife must reasonably cooperate with Medical Services Commission or Agency auditors for an audit in relation to this Contract including by producing information and records requested by the auditors and answering questions by the auditors or their representatives in a timely manner, and allowing auditors to access relevant records, including the clinic/practice EMR.

23.5 Each Midwife will comply with the requirements of any audit conducted of their practice by the College under the *Health Professions Act* (or any successor legislation).

Article 24: Notices

24.1 Any notice, report, or any or all of the documents that either the Midwives or the Agency may be required to give or deliver to the other in writing, unless impractical or impossible, must be delivered by e-mail, mail or by hand. Delivery will be conclusively deemed to have been validly made and received by the addressee:

24.1.1 If mailed by prepaid double registered mail to the addressee’s address listed below or in Appendix 5 (as applicable), on date of confirmation of delivery; or

24.1.2 If delivered by hand to the addressee’s address listed below or in Appendix 5 (as applicable), on the date of such personal delivery; or

24.1.3 If sent by e-mail, on the next business day following confirmed e-mail transmission to the e-mail address provided in this Article 24 or in Appendix 5 (as applicable).

24.2 Each Midwife and the Agency must give notice to the other of a change of address.

24.3 Address and e-mail address of Agency:

Address and e-mail address of the individual Midwives – see Appendix 5:

If the Midwives have selected a Representative as per Article 5:

Address and e-mail address of the Representative:

Article 25: Amendments

25.1 This Contract must not be amended except by written agreement of the Agency and the Midwives.

Article 26: Entire Contract

26.1 This Contract, the 2022 Midwifery Main Agreement, the Midwifery Payment Schedule and any subsidiary agreements and amendments thereto embody the entire understanding and agreement between the parties relating to the Services and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Contract, the 2022 Midwifery Main Agreement, the Midwifery Payment Schedule and any subsidiary agreements and amendments thereto.

Article 27: No Waiver Unless in Writing

27.1 No provision of this Contract and no breach by either a Midwife or the Agency of any such provision will be deemed to have been waived unless such waiver is in writing signed by the other. The written waiver of a Midwife or the Agency of any breach of any provision of this Contract by the other must not be construed as a waiver of any subsequent breach of the same or of any other provision of this Contract.

Article 28: Headings

28.1 The headings in this Contract have been inserted for reference only and in no way define, limit, or enlarge the scope of any provision of this Contract.

Article 29: Enforceability and Severability

29.1 If any provision of this Contract is determined to be invalid, void, illegal or unenforceable, in whole or in part, such invalidity, voidance, or unenforceability will attach only to such provision or part of such provision, and all other provisions or the remaining part of such provision, as the case may be, continue to have full force and effect.

Article 30: Midwifery Main Agreement

30.1 This Contract is subject to the Midwifery Main Agreement, the Midwifery Payment Schedule and any subsidiary agreements and amendments thereto.

30.2 In the event that during the Term, a new Midwifery Main Agreement, Midwifery Payment Schedule and/or new subsidiary agreements and amendments come into effect, the Midwives and the Agency agree to meet on notice by one to the other to re-negotiate and amend the terms of this Contract to ensure compliance with the new Midwifery Main Agreement, Midwifery Payment Schedule and/or any subsidiary agreements and amendments thereto.

Article 31: Execution of the Contract

31.1 This Contract and any amendments thereto may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and will constitute one and the same original agreement.

31.2 This Contract may be validly executed by transmission of a signed copy thereof by e-mail.

31.3 The parties to this Contract may execute the contract electronically via e-mail by typing their name above the appropriate signature line in the document attached to the e-mail, saving that document, and returning it by way of an e-mail address that can be verified as belonging to that party. The parties to this Contract agree that this Contract in electronic form will be the equivalent of an original written paper agreement between the parties.

Article 32: Midwives as Health Profession Corporations

32.1 Where a Midwife in this Contract is a health profession corporation:

- (d) the Midwife will ensure that its midwife owner, being the individual signing this Contract on the Midwife's behalf (the "Midwife's Owner"), performs and fulfills, in accordance

with the terms of this Contract, all obligations of the Midwife under this Contract that cannot be performed or fulfilled by a health profession corporation;

- (e) the Agency agrees to confer on the Midwife's Owner, for the Midwife's benefit, all rights of the Midwife under this Contract that cannot be held by a health profession corporation; and
- (f) for clarity, all remuneration for the Services will be paid to the health profession corporation.

Dated at _____, British Columbia this ____ day of _____.

IN WITNESS WHEREOF THE PARTIES to this Contract have duly executed this Contract as of the date written above.

Signed and Delivered On behalf of the Agency:

Authorized Signatory

Signed and Delivered by the Midwives:

[Sign here if you are a Midwife who is not incorporated]

[Sign here, on behalf of your health profession corporation, if you are a Midwife who is incorporated and do not sign your personal name above]

[] Inc.

Authorized Signatory

APPENDIX 1

SERVICES/DELIVERABLES

3. The Midwives agree to provide up to _____ hours of Services per Fiscal Year during the Term, pro-rated for any partial Fiscal Year (total hours of Services not to exceed more than 1950 hours per Midwife per Fiscal Year). Non-Clinical Services will not exceed _____ % of the total hours of Services each Fiscal Year.
4. The Midwives will provide sufficient Midwife resources to provide all of the Services required, consisting of those Services scheduled in accordance with section 4 below and any unscheduled services, including those Services provided while on-call.
5. The Midwives will provide the following Services during the Term:

(c) Clinical Services

<If the Contract is for full-scope midwifery services, use the following description:

The Midwives will provide Clinical Services commensurate with the professional services provided by midwife providing the full-scope of midwifery services, as set out in the Health Professions Act and Midwives Regulation B.C.

If the Contract is not for full-scope midwifery services (e.g., post-partum services only), describe the specific Clinical Services.>

(d) Non-Clinical Services

The Midwives will provide the following Non-Clinical Services:

<insert list of Non-Clinical Services as determined by the Agency and the Midwives based on the Services being provided and local needs. Examples of Non-Clinical Services include but are not limited to:

- *Providing pre/post-natal health prevention and promotion activities including organizing and/or participating in health promotion forums focused on the health care needs of the health service delivery area;*
- *Providing pre/post-natal health care/service planning activities including participating in planning of long-term health care delivery goals for the health service delivery area, specifically in the community and surrounding areas;*
- *In collaboration with the Agency and other health care practitioners, participating in the development and implementation of protocols, care pathways and criteria for patients who may transfer during the course of their maternity care;*

- *Coordinating perinatal training, courses, or workshops for nurses and/or other medical staff to augment skills and competencies to effectively and confidently support deliveries in-hospital and in the community. Training may include, but is not limited to, Emergency Obstetrics Skills, Fetal Health Surveillance, Neonatal Resuscitation, Normal Birth, and Comfort Measures in Labour;*
- *Involvement in Primary Care Network as part of the interprofessional PCN maternity team;>*

7. Scheduling

<insert details of scheduling of coverage by Midwives under Contract -i.e., is the requirement for 52 weeks of coverage, what is the expectation re: provision of a schedule in advance to the Agency, have the parties agreed on additional scheduling details such as clinic hours etc.??>

8. On-Call

<For full scope Services, include language below re on call:

The Midwives will also make themselves available after-hours for their patients within professionally recognized reasonable limits, and <for those groups with 3 or more Midwives> will ensure at least one Midwife is available 24/7 for assessments, emergencies and/or deliveries. Services provided arising from being called in after-hours while on-call fall within the scope of this Contract.>

If required and pursuant to the terms of a separate arrangement, the Midwives will provide “on-call” for the community/area they serve for urgent and emergent care situations for patients who are not patients of the Midwives. Services provided arising from being called while being on-call fall within the scope of this Contract.>

<For defined scope services (e.g., post-partum services only), on-call requirements may be variable, so use the following:

The Midwives, if required based on the Services, will also make themselves available after-hours for their patients within professionally recognized reasonable limits. Services provided arising from being called in after-hours while on-call fall within the Scope of this Contract>

9. Travel Time

Travel time (for clarity, this only includes time and does not include travel expenses), where required to provide the Services, is included for up to a maximum of 5% of the total time invoiced as Services (if travel time needed exceeds 5%, the maximum may be increased to 10% of total time invoiced, upon the Agency obtaining an exception from the Ministry of Health), with the following conditions:

- (e) The travel must be required for the provision of Clinical Services, as defined in this Contract.
- (f) The travel must be medically necessary due to:

- i. the delivery of care under this Contract for home births;
 - ii. the patient/client being unable to practically attend at a Midwife's office/clinic due to significant medical or physical disability or debility, or socioeconomic, cultural, and other factors; or
 - iii. where the patient/client's condition requires the Midwife's attendance in order to determine the appropriate management, or when planned proactive care is determined to be medically necessary to manage the patient/client's condition.
- (g) Travel time is only allowed for travel between two or more patient/client sites (i.e., a medical facility where the patient/client is located, a Midwife's office/clinic or the patient/client's home), it does not include travel to and from a Midwife's home. For clarity, where a Midwife's office/clinic is located at the Midwife's home, travel time from that location to other patient/client sites is included, provided that the travel time occurs during the regular operating hours of the Midwife's office/clinic.
- (h) The Midwives will take all reasonable steps to limit the amount of travel time, such as scheduling visits in order to limit travel time and providing care virtually where appropriate and in accordance with College Standards of Practice.

10. Equipment/Supplies

- (a) Except as expressly set out in paragraph (b) below, the Midwives are solely responsible for procuring and providing all labour, support, technology, material, supplies, equipment, approvals, facilities, and services required by the Midwives to perform the Services in accordance with this Contract.
- (b) The Agency will provide the following support, technology, material, and supplies for use by the Midwives for the sole purpose of providing the Services for the Term:
- (iv) All supplies associated with the provision of the Services at *<hospital/HA facility>*.
 - (v) *<If the Services encompass home births, the Agency will administer those supplies provided by the BC Home Birth Supply Program for the delivery of care under this Contract for home births.>*
 - (vi) *<insert any other supports the Agency will provide>*

APPENDIX 2

PAYMENT

4. The Agency will pay the Midwives at the rate of \$_____ per hour of Services that the Midwives provide under the terms of this Contract. Each Midwife may also be eligible for an additional payment for overhead in accordance with sections 29 to 33 of the Midwifery Main Agreement, to be administered and paid outside of this Contract by the Ministry of Health.

If the Agency is paying the individual Midwives, replace “Midwives” above with “each Midwife”.

If payment is being made to the group via a Representative, additional language should be added to Appendix 2 as follows:

Payments will be made to the Representative. It is the responsibility of the Midwives and the Representative to allocate payments among the Midwives providing the Services in accordance with this Contract and their intra-Midwife process or agreement. Each Midwife hereby acknowledges that the Agency is not and will not be responsible for such allocation and for any disagreements between the Midwives over such allocation of payments from the Agency.

5. The payments are only for the provision of Services and not for leave taken for statutory holidays, vacation, or illness, or for any break or time spent away from the provision of Services.
6. The rate in section 1 has been calculated in accordance with section 39 of the Midwifery Main Agreement and will be modified to reflect all negotiated rate increases agreed to between MABC and the Ministry of Health.

It is understood and agreed that a more detailed description of the payment processes, such as timing of invoices and payment will be included in this Appendix 2 as negotiated at the local level and will include either payment on receipt of an invoice for the Services provided or payment on installment with reconciliation where hours worked and reported are less than the contracted hours set out in Appendix 1. Periodic variation in hours will not affect regular installment payments but will affect payments on receipt of an invoice.

APPENDIX 2A

INVOICE

Insert form of invoice used by Agency. If the invoice form is also going to be used for the purposes of the hours reporting requirements set out in Appendix 4, it must include the fields required to satisfy the requirements of Appendix 4.

APPENDIX 3

FEE FOR SERVICE WAIVER AND THIRD-PARTY BILLING ASSIGNMENT

Midwife/Corporation Name _____

MSP Practitioner Number _____

All capitalized terms herein have the meaning given to them in the Service Contract between the undersigned and [*name of Agency*] dated _____.

The Midwife acknowledges that the payments paid to the Midwife (or to the Representative on the Midwife's behalf) by the Agency for the Services provided under the terms of the Contract are payments in full for those Services and the Midwife will make no other claim for those Services.

The Midwife will not retain and hereby waives any and all rights the Midwife has to receive any fee for service payments from the Medical Services Plan with respect to such Services.

The Midwife will not retain and hereby assigns to the Agency any and all rights the Midwife has to receive any payments for any such Services from any third party including but not limited to:

- (d) billings associated with, WCB, ICBC, Armed Forces, Corrections (provincial and federal), Interim Federal Health Programs for Refugee Claimants and disability insurers,
- (e) billings for all non-insured Services, excluding medical-legal services, and
- (f) billings for Services provided to persons who are not beneficiaries under the *Medicare Protection Act* including but not limited to billings for persons in respect of whom MSP may seek payment from another Canadian province under a reciprocal payment arrangement.

The Midwife will execute all documents and provide all information and paperwork not already in the Agency's possession relating to the Services provided under the terms of the Contract that are necessary for the Agency to bill, and/or to permit and assist the Agency to bill, the Medical Services Plan according to the Medical Services Commission Payment Schedule for all third party billings with respect to those third parties for whom MSP acts as a processing agent (including but not limited to ICBC and those Canadian provinces that have reciprocal payment arrangements with the province of British Columbia). For all other third-party billings, the Midwife will, as reasonably required, assist the Agency to submit claims directly to, or otherwise as required by, the relevant third party.

Exclusions: The Midwife may bill and collect payment under the Midwifery Payment Schedule for Fee Item 36045, Phase 4 Home Birth Second Attendant fees, for a second attendant who is recognized by the College, but is not a midwife, and who has provided second attendant Services for the Midwife during the Term of this Contract, to compensate the second attendant for such Services.

Midwife's Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Date

APPENDIX 4

REPORTING

Each Midwife will comply with the reporting requirements set out below. It is the Midwives' responsibility to ensure that all reports/forms are completed and submitted as set out below, and in particular:

2. Each Midwife will submit Encounter Records to the Medical Services Plan/Health Insurance BC in accordance with the requirements, rules, and procedures of the Medical Services Plan (MSP)/Health Insurance BC for all midwifery services provided under this Contract and the Encounter Records will include the following information:
 - 2.1 MSP Payee Number,
 - 2.2 Practitioner Number for Midwife,
 - 2.3 Patient/Client's personal health number (PHN),
 - 2.4 Patient/Client last name and first initial,
 - 2.5 Date of service,
 - 2.6 Encounter code(s),
 - 2.7 Location of the service,
 - 2.8 Diagnostic code

6. On a <weekly/semi-monthly/monthly> basis during the Term (within <number> days of the end of the previous reporting period), the Midwives will provide to the Agency an hours report with respect to the Services provided under the Contract which identifies the days Services were provided, the Midwives providing the Services each day, the number of hours of Services provided each day by the Midwives, including start and stop times rounded to the nearest 15 minutes and including the number of hours of Clinical Services, Non-Clinical Services, any hours of travel time in accordance with section 6 of Appendix 1, the total number of hours provided by the Midwives each day and the total number of hours provided during the reporting period. Separate start and stop times will be required if needed to report blocks of Services separated by more than 30 minutes.

7. In the event that a Midwife provides services outside the scope of this Contract on a fee-for-service basis on the same day the Midwife provides Services under this Contract, the Midwife, whether or not required by MSP or another paying agency, will enter start and stop times and an appropriate location code for the patient encounter(s).

8. The Midwives acknowledge that information collected by the Medical Services Commission under the authority of the *Medicare Protection Act*, including details of midwife Encounter Reporting may be disclosed to the Agency for any purposes authorized by law, including the purposes of

administering, evaluating, and monitoring this Contract. Personal information in the custody or under the control of the Agency is protected from unauthorized use and disclosure in accordance with the *Freedom of Information and Protection Act* and may be disclosed only as provided by that Act.

9. Each Midwife will comply with reasonable requests from the Agency for additional reporting, to evaluate the Services provided.

APPENDIX 6

NEW MIDWIFE - AGREEMENT TO JOIN

(“New Midwife-Agreement to Join”)

Re: Service Contract effective <insert date> (the “Contract”) between the Agency and those Midwives named on the signature page of the Contract, or who subsequently became a party to the Contract by entering into this New Midwife - Agreement to Join.

[Note: if a Representative has not been designated, replace all references to the “Representative” below with “Midwives” and make other consequential amendments]

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned:

1. The Representative, on behalf of and with the authority of all of the Midwives, confirms that the Midwives wish to add _____ (the “**New Midwife**”) as a “Midwife” under the Contract to provide Services to the Agency under the terms of the Contract.
2. The New Midwife acknowledges having received a copy of the Contract and hereby agrees with the Agency and the other Midwives that the New Midwife will be bound by, and will comply with, all of the terms and conditions of the Contract as a “Midwife”. The New Midwife acknowledges that all payments for Services under the Contract will be made by the Agency to the Midwives as provided in the Contract and that the Representative, currently _____, has been granted certain authority to act as the representative of the Midwives, including the New Midwife, under the Contract. [The New Midwife confirms that _____ is the “Midwife Owner” for the New Midwife]
3. The New Midwife will become party to any intra-group governance agreement between the Midwives.
4. The New Midwife confirms that notices to the Midwives will be delivered as set out in clause 24.3 of the Contract. Where a notice is to be given to less than all of the Midwives, the address for notice for the New Midwife is:

▼▼

▼▼

5. The Agency's agreement to the New Midwife joining is subject to the New Midwife meeting all credentialing, licensing and other qualifications set out in the Contract (if not already met).
6. All capitalized terms used in this New Midwife – Agreement to Join and not otherwise defined will have the meaning given to them in the Contract. This New Midwife – Agreement to Join may

be executed in multiple counterparts and all such counterparts will constitute one and the same agreement.

7. The addition of the New Midwife to the contract is effective the date the New Midwife signatory actually commences providing Services under the Contract.

Dated at _____, British Columbia this ____ day of _____.

IN WITNESS WHEREOF THE PARTIES to this New Midwife – Agreement to Join have duly executed this New Midwife – Agreement to Join as of the date written above.

_____ as the **Representative**

Signed and Delivered On behalf of the Agency:

Authorized Signatory

Signed and Delivered on behalf of the New Midwife:

New Midwife’s Signature (unincorporated)

or

[] Inc.

Authorized Signatory

Schedule “D”
May 24, 2023 Alternative Funding Model Letter



June 12th, 2023

Lehe Spiegelman, Co-Chair
 Lisa Delorme, Co-Chair
 Bernice Budz, Executive Director
 Midwives Association of British Columbia
 2-175 East 15th Avenue
 Vancouver BC V5T 2P6

Dear Lehe Spiegelman, Lisa Delorme, and Bernice Budz:

I am writing this letter to outline the commitment of the Ministry of Health (Ministry) to developing a Longitudinal Family Physician (LFP) Payment-style compatible model for midwives in British Columbia.

In the 2022-2025 round of negotiations, the Midwives Association of BC (MABC) expressed their desire to include midwives in the existing LFP model. As explained by the Ministry, the LFP model was developed to support full-service family practice by family physicians and therefore is not a portable payment model that can be applied to midwifery services.

However, the Ministry commits to developing an LFP-style compatible model for midwives in British Columbia. Once an agreement between the Ministry and MABC has been ratified in relation to the Master Agreement, the Ministry will initiate a working group within 14 days of ratification, with the objective to plan and develop an LFP-style compatible model for midwives with a target implementation of September 2024 but no later than December 31, 2024.

Should an agreement not be ratified by November 30th, 2023, the commitments made in this letter will no longer be valid and will be revisited.

I look forward to a successful round of negotiations and continued collaboration between the Ministry and MABC, to improve the care of maternity patients across the province.

Sincerely,

Mark Armitage
 Associate Deputy Minister

Schedule “E”
June 12, 2023 Maternity and Midwifery Advisory Forum Letter



June 12th, 2023

Lehe Spiegelman, Co-Chair
Lisa Delorme, Co-Chair
Bernice Budz, Executive Director
Midwives Association of British Columbia
2-175 East 15th Avenue
Vancouver BC V5T 2P6

Dear Lehe Spiegelman, Lisa Delorme, and Bernice Budz:

I am writing this letter to outline the commitment of the Ministry of Health (Ministry) to establishing representation of the Midwives Association of BC (MABC) within the Provincial Health Human Resources Coordination Centre (PHHRCC) organizational structure.

During the 2022-2025 round of negotiations, MABC has expressed their desire to represent Health Human Resource planning of midwives in British Columbia. The Ministry acknowledges both the importance midwives play within BC's health care system and concerns MABC have raised regarding recruitment and retention of midwives within the province.

PHHRCC is responsible for identifying strategic actions relating to the Provincial Health Human Resource (HHR) Strategy, developing implementation plans for key approaches and provide governance, oversight, and monitoring of implementation of the plans. MABC will be invited to provide support and input through a maternity and midwifery advisory forum, which is intended to support implementation of the HHR Strategy, raise issues facing members with respect to HHR plans, and support retention of the workforce through different strategies or actions.

The invitation to participate will be established within 45 days of ratification of the agreement. Should an agreement not be ratified by November 30th, 2023, the commitments made in this letter will be revisited.

I look forward to a successful round of negotiations and continued collaboration between the Ministry and MABC, to improve the care of maternity patients across the province.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Armitage', with a horizontal line underneath.

Mark Armitage
Associate Deputy Minister

DRAFT

Schedule “F”
June 12, 2023 Midwifery Scope Letter



June 12th, 2023

Lehe Spiegelman, Co-Chair
 Lisa Delorme, Co-Chair
 Bernice Budz, Executive Director
 Midwives Association of British Columbia
 2-175 East 15th Avenue
 Vancouver BC V5T 2P6

Dear Lehe Spiegelman, Lisa Delorme, and Bernice Budz:

I am writing this letter to outline the commitment of the Ministry of Health (Ministry) to establishing a joint, time-limited Ministry-Midwives Association of BC (MABC) scope committee, which will consider scope of practice changes and expansion for midwives in British Columbia, within the context of public interest and need.

During and prior to the 2022-2025 round of negotiations, MABC has expressed their desire to explore scope expansion for midwives in British Columbia, including both an expansion of patient population and types of services provided by midwives. MABC has initiated some work with the Ministry to explore scope expansion, however this letter is intended as a commitment to a formal, time limited committee to consider scope of practice changes.

This committee will be established in year 3 of the 2022-2025 Midwifery Agreement and will meet periodically for one year. The deliverables of this committee will be recommendations on midwifery scope expansion and changes based on public interest and needs, as well as the identification of the necessary legislative, regulatory, and payment changes that are required should these scope changes be implemented.

In addition to this work, I would like to acknowledge the important work that MABC's Indigenous Advisors and Indigenous Advisory Council have done to date with the Ministry and other government bodies on reclaiming the traditional scope that Indigenous midwives held prior to colonization. The Ministry recognizes that additional work beyond the scope committee outlined above is required to support Indigenous midwives in reclaiming the roles and work that they have traditionally held. Therefore, in addition to the scope committee, the Ministry has committed up to \$2.5 million in ongoing funding to support programs and initiatives to support Indigenous midwives and communities, which will include supporting the reclamation of Indigenous midwifery scope and roles. As a part of this work, the Ministry commits to being a partner with MABC in addressing the barriers to the reclamation of traditional scope for Indigenous midwives.

Should an agreement not be ratified by November 30th, 2023, the commitments made in this letter will be revisited.

I look forward to a successful round of negotiations and continued collaboration between the Ministry and MABC, to improve the care of maternity patients across the province.

Sincerely,



Mark Armitage
Associate Deputy Minister

DRAFT

Schedule “G”
June 12, 2023 Midwifery Integration Letter



June 12th, 2023

Lehe Spiegelman, Co-Chair
 Lisa Delorme, Co-Chair
 Bernice Budz, Executive Director
 Midwives Association of British Columbia
 2-175 East 15th Avenue
 Vancouver BC V5T 2P6

Dear Lehe Spiegelman, Lisa Delorme, and Bernice Budz:

I am writing this letter to outline the commitment of the Ministry of Health (Ministry) to establishing a joint, time-limited committee between the Ministry, the Midwives Association of British Columbia (MABC), and health authority (HA) representatives as appropriate and needed.

This committee will be established in year 3 of the 2022-2025 Midwifery Agreement and will meet periodically for one year. The intention of this committee is to identify gaps and barriers to the integration of midwifery services within HAs and communities throughout the province. Possible topics for the committee to explore may include, but are not limited to, service contract administration, implementation and support, and hospital privileging. At the conclusion of the one-year time frame, the committee will produce a shared protocol document that defines and outlines how the HAs, Ministry, and MABC will work together moving forward.

Should a 2022-2025 Midwifery Agreement not be ratified by November 30th, 2023, the commitments made in this letter will be revisited.

I look forward to a successful round of negotiations and continued collaboration between the Ministry and MABC, to improve the care of maternity patients across the province.

Sincerely,

Mark Armitage
 Associate Deputy Minister