

Association of Ontario Midwives
Rural and Remote Locum Program Agreement

AMONG:

Association of Ontario Midwives
hereinafter "AOM"

and

[insert name of AOM Practice Group]
hereinafter "Midwifery Practice Group" or "MPG"

and

[insert name of Locum Midwife]
hereinafter "Locum Midwife"

WHEREAS in 2009 the AOM entered into a Memorandum of Understanding with the Ministry of Health and Long Term Care (MOHLTC) to assist the AOM in their administration of a rural and remote practice locums program, hereinafter called "AOM Locum Program";

AND WHEREAS the Midwifery Practice Group (MPG) is funded through a Funding Agreement with a Transfer Payment Agency (TPA) authorized by the MOHLTC, and is a rural or remote practice group and wishes to partake in the AOM Locum Program;

AND WHEREAS the Locum Midwife is the Registered Midwife who is participating under the AOM Locum Program and who will be providing Midwifery Services for the MPG:

NOW THEREFORE on the terms and conditions herein the parties agree as follows:

1. Interpretation

1.1 For the purposes of this *AOM Rural and Remote Locum Program Agreement* the following additional definitions apply:

"Agreement" means this *Association of Ontario Midwives Rural and Remote Locum Program Agreement*;

“AOM Locum Program” means the program, as amended from time to time, which was established by the AOM to financially assist rural and remote MPGs to engage Locum Midwives.

“Block Incentive Fee Payments” means payments that are made pursuant to this Agreement to the Locum Midwife from the AOM Locum Program for provision of Midwifery Services, and that are over and above what the MPG pays the Locum Midwife for provision of Midwifery Services.

“College” means the College of Midwives of Ontario.

“College Rules” means the standards of practice and other standards, policies, guidelines and rules established by the College relating to the practice of midwifery or the conduct, status or qualifications of Midwives, all as amended from time to time;

“Course of Care” means the provision of Midwifery Services to a female person for a period of 12 or more weeks during the female person’s pregnancy, during labour and birth, and for up to six weeks post-partum in accordance with College Rules, which course of care involves, on average, 48 hours of Midwifery Services and includes, but is not limited to, the following:

- (a) approximately 12 prenatal visits, including one home visit;
- (b) attendance at labour and birth;
- (c) three to five postpartum home or hospital visits;
- (d) one to three postpartum clinic visits;
- (e) 24-hour access to Midwifery Services; and
- (f) practice administration.

“Funding Agreement” means the written contract between the MPG and the TPA effective on the ____ day of _____, in the year 20__ and includes the schedules attached to such Funding Agreement, any amendments and any successor agreements and as amended from time to time;

“Midwife” means a registered midwife who is a member in good standing of the College and who practices midwifery pursuant to the *Midwifery Act, 1991*, S.O. 1991, C.31.

“Midwifery Services” means, comprehensive care provide to a female person during her pregnancy, labour and birth and the period that is six-weeks postpartum, and for the first six weeks of the newborn’s life, including:

- (a) midwifery care described in College Rules;
- (b) services provided pursuant to the description of the practice of midwifery in section 3 of the *Midwifery Act 1991*, S.O. 1991, c.31;

- (c) the authorized acts described in section 4 of the *Midwifery Act, 1991, S.O. 1991, c.31*;
- (d) the responsibilities required and acts authorized by Applicable Law; and
- (e) the responsibilities required by policies related to the administration of, and accountability for, Midwifery Services as issued by the TPA from time to time.

“Remote Practice Group” means that the MPG meets the following criteria:

- (a) Main clinic site or approved funded satellite clinic site has a Rurality Index of Ontario (RIO) score of 60 or greater or is located in Northern Ontario (e.g. north of Parry Sound), and
- (b) At least 35% of clients have a RIO score of 50 or greater.

“Resident Midwife” means the Midwife from the MPG for whom the Locum Midwife is providing temporary replacement services. The Resident Midwife must be currently associated with the Midwifery Practice Group and must be a registrant in Good Standing of the College of Midwives of Ontario, and a member in Good Standing of the Association of Ontario Midwives.

“RIO” means the Rurality Index of Ontario, 2008 version.

“Rural Practice Group” means that the MPG meets one of the following criteria:

- (a) Main clinic site or approved funded satellite clinic site has a RIO score of 25 - 59, or
- (b) Main clinic site or approved funded satellite clinic site has a RIO score of 20 - 24 AND 35% of clients have RIO score of 35 or greater.

2. Warranties and Responsibilities:

- 2.1 The AOM will approve funding for a Locum Midwife under the AOM Locum Program subject to the:
 - (a) eligibility of the MPG to participate in the AOM Locum Program
 - (b) granting of hospital privileges to the Locum Midwife in the locum location; and
 - (c) availability of funds in the AOM Rural and Remote Locum Program.
- 2.2 The MPG is responsible for advertising, receiving applications, and selecting from among eligible Registered Midwives who respond to the application, which Locum Midwife the MPG would like to contract with to provide temporary replacement services
- 2.3 The MPG is responsible for confirming the Locum Midwife’s standing with the College, including the option of requesting a professional letter of conduct from the College.

- 2.4 The MPG, to be eligible for funding from the AOM Locum Program, must receive approval from the AOM prior to contracting with a Locum Midwife.
- 2.5 The MPG and the Locum Midwife are jointly responsible for securing privileges at the hospital in which the MPG has privileges
- 2.6 The Locum Midwife shall at all times during the term of this Agreement be in good standing as a registered Midwife with the College, a voting member in good standing of the AOM, and a member of the AOM Benefits Program.
- 2.7 The Locum Midwife shall maintain professional liability insurance as required by the College. The MPG shall maintain insurance as required by the Funding Agreement.
- 2.8 The Locum Midwife, after termination or expiration of this Agreement remains responsible for any lawful obligations incurred before withdrawal. For greater certainty such lawful obligations include, but are not limited to, all clinical obligations of the undersigned Locum pursuant to College Rules and any lawful obligations arising out of her association with the MPG.
- 2.9 From effective date and for the term of this Agreement, the Locum Midwife is a member of the MPG and as such she assumes the duties, responsibilities and obligations of the MPG pursuant to this Agreement, the Funding Agreement, College Rules and applicable law. The Locum Midwife shall assume and perform in good faith and to the best of her ability her assigned share of the duties, responsibilities and obligations of the MPG.

3. Term of Agreement

- 3.1 The effective date of this Agreement shall be the ____ day of _____, in the year _____ and shall remain in effect until the ____ day of _____, in the year _____ and as of effective date supersedes and replaces any previous agreement as between the parties.
- 3.2 The term of this Agreement may be extended in writing if mutually agreed upon by all of the parties.
- 3.3 The term of this Agreement may not exceed a total of 28 days per Resident Midwife.

4. Consideration

- 4.1 The AOM agrees to pay the Locum Midwife for the Midwifery Services provided by the Locum Midwife within 30 days of receipt of the Locum Midwife's invoice, as follows:

- (a) If the Locum Midwife is at a higher fee level than the Resident Midwife she is replacing, the AOM will pay the difference between the Resident Midwife's fee level and the Locum Midwife's fee level for each Course of Care payment that the Locum Midwife earns during the term of this Agreement.
 - (b) If the Locum Midwife is eligible for Block Incentive Fee Payments according to the AOM Locum Program, the AOM will pay the Locum Midwife these payments up to the maximum outlined in the AOM Locum Program policies.
- 4.2 Eligible living and working expenses incurred by the Locum Midwife will be reimbursed by the AOM directly to the Locum Midwife according to the AOM Locum Program policies. Expenses will be paid by the AOM within 30 days of receipt of invoice.
- 4.3 The MPG agrees to pay the Locum Midwife for the Midwifery Services provided by the Locum Midwife as follows:
- a. one Course of Care payment, less the operational fees and secondary care fee for each birth attended by the Locum Midwife (as primary midwife) during the term of this Agreement, up to a maximum of ___ Course of Care payments for ___ week(s).

The MPG will remit the invoice to the TPA for payment of Courses of Care wherein the Locum Midwife attended the birth. This remittance will be made upon discharge of the client from the care of the MPG, and will be made under the name of the Locum Midwife as the billing midwife. The MPG will pay the Locum Midwife directly for the Course of Care payments agreed to in 4.3 a. as soon as practicable after the MPG receives payment from the TPA.
 - b. If the Locum Midwife attended any births as the second midwife, the MPG will pay the Locum Midwife the secondary care fee for this Course of Care.
 - c. Mileage costs for all home and hospital visits carried out by the Locum Midwife during the term of this Agreement will be paid at a rate of 0.45/km. The Locum Midwife will keep a log of visits and mileage and present this to the MPG in the form of an invoice.

5. Benefits Trust Payments

- 5.1 It is understood by all parties that the "Other" (Benefits) funds received from the TPA for each Course of Care submitted on behalf of the undersigned Locum Midwife are to be directed to the AOM Benefits Trust in the name of the Locum Midwife. The MPG shall ensure that all such "Other" funds received on behalf of the undersigned Locum Midwife are forwarded to the AOM Benefits Trust in a timely manner and in accordance with AOM policies.

If there were no Courses of Care billed during the course of the Locum, then the AOM will remit 20% of the block incentive fee amount paid to the AOM Benefits Trust in the name of the Locum Midwife, to be directed to their benefits account.

6. Provision of Services

6.1 The Locum Midwife will provide Midwifery Services to any and all clients of the MPG during the course of the Locum, including, but not restricted to:

- being available for Midwifery Services, emergency phone calls, pages, emergencies for clients of the practice group 24 hours/day, 7 days/week;
- prenatal visits, including home visits;
- attendance at labour and birth;
- postpartum care for mothers and for newborns up to six weeks postpartum in the home or hospital or clinic;
- admitting new clients for midwifery care to the MPG in accordance with the MPG's policies;
- appropriate record-keeping for all clients seen; and
- other Midwifery Services as may be required by the MPG.

6.2 The Locum Midwife will provide Midwifery Services according to the standards set out by the College.

7. Confidentiality

7.1 For the purposes of this Agreement, "confidential information" includes but is not limited to any information relating to the activities of the MPG and the clients of the MPG including any health information, financial information, and personal information about clients, partners, associate midwives, and staff of the MPG, and any information whatsoever that is related to or affects their professional, personal or financial situations.

7.2 The Locum Midwife acknowledges that she has and may have access to confidential information and shall not:

- a) disclose, directly or indirectly any such confidential information, at any time either during or after the term of this Agreement to any person; and
- b) use at any time, either during or after the term of this Agreement, any confidential information for any purposes whatsoever. Confidential information may not be used for the Locum Midwife's own benefit or purposes or for the benefit or purposes of any person, firm, corporation or other business entity, except as may be necessary in the performance of the duties and responsibilities during the term of this Agreement or as may be authorized expressly in writing by the MPG, or as may otherwise be required by law.

8. Termination

- 8.1 Upon written notice, any party may terminate this Agreement within 15 days, except where any of the following events occur, in which case termination would occur immediately;
- (a) any misrepresentation or material inaccuracy in a representation or a breach of a warranty made or given by the party under this Agreement;
 - (b) failure by the MPG and Locum Midwife to secure hospital privileges for the Locum Midwife.
 - (c) the undersigned Locum Midwife has by omission or commission put a client or clients at risk. Such immediate termination under this agreement shall be effective prior to a decision regarding such matters which may be made by the College.
- 8.2 The fees, benefits and disbursements for the Locum Midwife are contingent upon continuation of the Funding Agreement. In the event the Funding Agreement is terminated or that funds for the Locum Midwife are not forthcoming from the TPA, the MPG may terminate this Agreement on whatever period of notice is appropriate in view of the circumstances. Such notice of termination shall be given in writing.
- 8.3 The AOM may terminate this Agreement, without penalty, should there be changes in funding support by the MOHLTC for this project during the course of the project.
- 8.4 In the event of the termination of this Agreement, the MPG and the AOM shall pay the Locum Midwife, or, in the event of her death pay to her estate, any monies held by the MPG or the AOM for the benefit of the Locum Midwife.

9. Dispute Resolution

- 9.1 The parties acknowledge that the relationship created in this Agreement is best preserved by regular communication, which will address issues before they become irresolvable disputes. The parties agree to meet as necessary for this purpose.
- 9.2 A dispute that arises out of the non-clinical activity in this Agreement may be referred by one of the parties directly involved in the dispute to a mediator who shall be mutually agreed upon by the participating parties in the dispute. A party not directly involved in the dispute is not obligated to participate in the mediation.
- (a) A mediated dispute pursuant to this agreement shall be for a maximum of 4 hours and the costs shall be shared equally by the participating parties. Additional time may be scheduled if agreed to by the participating parties and the costs for such additional time shall be shared equally by the participating parties.
 - (b) At the end of such mediation, the mediator may give an oral decision or prepare a mediation report. The mediator may:

- I. make a recommendation as to costs;
- II. make a recommendation regarding the substantive issue in dispute;
- III. recommend a procedure on how to resolve the dispute; and
- IV. make a decision on the merits of the issue in dispute which may take the form of an order for specific performance of one or all of the parties

9.3 All three parties agree to abide by the decision of the mediator.

10. General

10.1 The generic feminine used in this *AOM Rural and Remote Locum Program Agreement* does not presume to exclude persons of the masculine gender. Words importing the singular only shall include the plural and vice versa. Words importing persons shall include an individual, partnership, association, body corporate, executor, administrator or legal representative and any number or aggregate of such persons. The division of this agreement into articles and sections and the insertion of headings are for convenience of reference only and should not affect the construction or interpretation hereof. No part of this agreement may be assigned to any other person or entity whatsoever.

10.2 The applicable law governing this *AOM Rural and Remote Locum Program Agreement* shall be the law of Ontario in force from time to time.

IN WITNESS WHEREOF the undersigned have executed this *AOM Rural and Remote Locum Program Agreement*.

For the Midwifery Practice Group

Name (with authority to bind the MPG)	Signature & Date

For the Locum Midwife

Name	Signature & Date

For the Association of Ontario Midwives

Diana MacNab (with authority to bind the AOM)	Signature & Date