

**CERTIFIED NURSE MIDWIFE PRACTICE AND
COLLABORATION AGREEMENT
(To be completed by Nurse Midwives Employed by Kaleida Health)**

This Collaboration and Practice Agreement (“Agreement”) sets forth the guidelines for collaboration between _____, a Certified Nurse Midwife (“Midwife”), and _____, _____ (“Collaborating Physician”) at Kaleida Health, a New York not-for-profit corporation that provides obstetrical and gynecological services at its Millard Fillmore Suburban Hospital and John R. Oishei Children’s Hospital sites (each, a “Kaleida Health facility”).

INTRODUCTION

Midwife is an employee of Kaleida Health, and is currently registered as a registered professional nurse in good standing and holds a professional license as a midwife, as set forth in Article 140 of the Education Law. This Agreement establishes and defines the collaborative relationship required by Education Law §6951. The parties understand and agree that as used herein the profession of midwifery is defined as the management of normal pregnancies, child birth and postpartum care as well as primary preventive reproductive health care of essentially healthy women.

SCOPE OF PRACTICE

The privileges of Midwife are contained in Kaleida Health Certified Midwife Scope of Practice (“SOP”), as may be amended from time to time. Guidelines containing examples of pregnancies that are not normal are found in the SOP. The parties represent that each has reviewed the current version of the SOP, and will continue to review the SOP as it is revised from time to time. In the event of any dispute as to whether or not a pregnancy, labor, child birth or postpartum care is normal, the Obstetrics & Gynecology Clinical Service Director or Chief of Service shall be notified.

Midwife agrees to perform services in accordance with the SOP and this Agreement, and shall abide by the Bylaws of the Medical and Dental Staff of Kaleida Health, the Rules and Regulations of the Medical and Dental Staff of Kaleida Health, policies and procedures of the Medical and Dental Staff of Kaleida Health and the Department of Obstetrics & Gynecology, and applicable state and federal laws and regulations.

SUPERVISION

Communications shall be open between the Midwife and Collaborating Physician. The parties shall engage in consultation and collaborative management and referral to address the health status and risks of the patient, including plans for emergency medical obstetrical and/or gynecological coverage.

Midwife may not admit a patient to a Kaleida Health facility.

The parties agree that the judgment and assessment of Collaborating Physician shall prevail over that of Midwife as to whether the pregnancy, labor, child birth or postpartum care is not normal and whether the woman is essentially healthy.

The parties agree that upon admission of an obstetrical patient between 37 weeks and 42 weeks gestation without a risk factor:

1. Midwife will notify the Labor and Delivery Unit (“LDU”) Charge Nurse of the admission;
2. The LDU Charge Nurse will then verbally notify the Kaleida Health on-call laborist, or other physician designated by the Obstetrics & Gynecology Department Clinical Service Director or Chief of Service, and shall receive an acknowledgement.

The parties agree that the Midwife shall notify the Kaleida Health on-call laborist upon admission of a patient with one or more identified risk factors or if one or more risk factors is identified after admission to transfer, as set forth in the SOP. Midwife may continue to participate in patient care at the discretion of the Kaleida Health on-call laborist.

REVIEW AND MODIFICATION

This Agreement will be reviewed on an annual basis, and may be modified or amended only in writing.

MISCELLANEOUS

This Agreement is governed and construed in accordance with the laws of New York State. The parties agree to submit to the personal and exclusive jurisdiction of the courts located in Erie County, New York. This Agreement contains the entire agreement between the parties with respect to its subject matter, and supersedes any prior agreement or understanding. If any part of this Agreement is determined to be invalid, the remaining parts shall remain valid. Any waiver of breach of any of the provisions of this Agreement will not be deemed a waiver of any other provision of this Agreement. This Agreement is not intended to be, nor should be, a substitute for the exercise of professional judgment by the Midwife. Failure to comply with this Agreement shall be reported to the Obstetrics & Gynecology Department Clinical Service Director or Chief of Service and the site Chief Medical Officer for the Kaleida Health facility.

Having read and understood the full contents of this document, the parties herein agree to be bound by its terms.

Midwife Name (PRINT)

Signature

Date

Collaborating Physician (PRINT)

Signature

Date