

## **CERTIFIED NURSE MIDWIFE PRACTICE AND COLLABORATION AGREEMENT**

This Collaboration and Practice Agreement (“Agreement”) sets forth the guidelines for collaboration between \_\_\_\_\_, a Certified Nurse Midwife (“Midwife”), and \_\_\_\_\_, a medical practice group specializing in obstetrical and gynecological services (hereinafter, “Collaborating Physician”), OR \_\_\_\_\_, \_\_\_\_\_, a physician (hereinafter, “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 Collaborating Physician, 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.

Collaborating Physician is either (1) a medical practice group having at least one practitioner who is licensed in New York, board certified in Obstetrics and Gynecology that is a member, in good standing, of the Kaleida Health Medical and Dental Staff with privileges at a Kaleida Health facility, or (2) a physician licensed in New York, board certified in Obstetrics and Gynecology that is a member, in good standing, of the Kaleida Health Medical and Dental Staff with privileges at a Kaleida Health facility.

This Agreement establishes and defines the collaborative relationship required by Education Law §6951, and a condition of Midwife's practice at Kaleida Health. 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. The parties further acknowledge that patient of Midwife are also patients of Collaborating Physician. Collaborating Physician and Midwife shall be responsible for the care and treatment of any medical problem that exists or may arise during the hospitalization of a patient under the care of Midwife.

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

The parties agree that the judgment and assessment of Collaborating Physician and/or Kaleida Health 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. As used in this paragraph, "Kaleida Health" shall include any laborist by Kaleida Health on-call when the Collaborating Physician is not present at the Kaleida Health facility.

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 Collaborating Physician of the admission;
3. Collaborating Physician shall provide acknowledgment of the admission; in the event that Collaborating Physician does not acknowledge the admission within a reasonable time, the LDU Charge Nurse shall notify the Kaleida Health on-call laborist, or other physician designated by the Obstetrics & Gynecology Department Clinical Service Director or Chief of Service.

The parties agree that the Midwife shall notify Collaborating Physician 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 care, as set forth in the SOP. Midwife may continue to participate in patient care at the discretion of Collaborating Physician.

#### INDEMNIFICATION

Collaborating Physician agrees to defend, indemnify and hold harmless Kaleida Health, its employees, managers and directors, against all actions, suits, claims, losses, liabilities, and demands whatsoever, including costs, expenses, and reasonable attorneys' fees, resulting from or claimed to have resulted from any intentional or negligent acts or omissions of Midwife while employed by Collaborating Physician. The provisions of this paragraph will survive termination of this Agreement.

#### REVIEW AND MODIFICATION

This Agreement will be reviewed on an annual basis, and may be modified or amended only in writing. Collaborating Physician or Midwife shall notify Kaleida Health's Medical Staff Office if Midwife is no longer employed by Collaborating Physician or his/her capacity or scope of employment changes.

#### 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

If practice group, the following practitioners shall carry out collaboration duties under this Agreement, in order of priority:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_