Template Midwifery Services Agreement
and Schedules

The template agreement and schedules have been prepared by the AOM for practice groups to tailor. They are provided to assist in creating legal contracts that will help to clarify the obligations, responsibilities and liabilities of the Practice Group and independently practicing midwives (e.g., associates, locums or new registrants). The template includes comments that provide explanations, suggestions and further information for Practice Groups to consider. The template does not provide and is not a substitute for legal advice.

#

# Midwifery Services Agreement

**BETWEEN:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[insert name of the Practice Group]

hereinafter “Practice Group”

**and**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[insert name]

hereinafter “Independent Contractor”

**WHEREAS** the Partner(s) of the Practice Group invite the Independent Contractor to provide Midwifery Services as an Independent Contractor to the Practice Group;

**AND WHEREAS** the undersigned Midwife agrees to provide Midwifery Services to the Practice Group as an Independent Contractor.

**NOW THEREFORE** the Parties agree to the following terms and conditions:

#### 1. Definitions and Interpretation

1.1 In this Agreement the following definitions apply:

**“Adjustment Funding”** means an accommodation grant pursuant to Schedule G-1 of the Funding Agreement and/or disability accommodation funding pursuant to Schedule Q of the Funding Agreement

“**AOM**” or “**Association of Ontario Midwives**” means the entity incorporated under the laws of Ontario and is the professional association representing Midwives in Ontario;

**“Association of Ontario Midwives Benefits Trust”** means the entity established by the AOM Benefits Trust agreement for the purpose of managing and administering the AOM benefits fund and the AOM Benefits Program for the benefit of its plan members and has the same meaning as in the AOM Benefits Trust agreement;

“**Billable Course of Care**” or “**BCC**”means a completed course of midwifery care provided to a client and, unless otherwise specified, includes caseload variables. For greater certainty a Billable Course of Care has the same meaning as in the Funding Agreement;

“**Caseload Variables**”has the same meaning as in the Funding Agreement;

“**College Rules**” means the standards of practice and other standards, policies, guidelines and rules established by the College of Midwives of Ontario relating to the practice of midwifery or midwives’ conduct, status or qualifications, including applicable legislation and regulations, all as amended from time to time;

“**Earned Fee**” means the experience fee, on-call fee, retention incentive and experience fee rural and remote supplements (as those terms are used in the Funding Agreement) per Billable Course of Care and for greater certainty does not include the operational fee or operational fee supplement received for the administration of each Billable Course of Care and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. A Billable Course of Care becomes an “Earned Fee” as of the date the payment is paid by the Transfer Payment Agency;

"**Funding Agreement**" means the written contract between the Practice Group and the Transfer Payment Agency effective on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_ and includes the schedules attached to such Funding Agreement, any amendments and any successor agreements;

**“General Certificate”, “Supervised Practice Certificate” and “Transitional Certificate”** have the same meaning as in the Registration Regulation (O. Reg. 168/11) under the Midwifery Act;

**“Interpractice Care Agreement”** means an agreement entered into between two practice groups in the format developed by the AOM;

**“Midwife”** means a person who practices midwifery pursuant to the Midwifery Act, S.O. 1991, C. 31 and College Rules, who maintains their registration in good standing with the College, and who maintains their membership in good standing with the AOM;

"**Midwifery Services**" has the same meaning as in the Funding Agreement;

“**Parties**” means the Independent Contractor and the Practice Group;

**“Partner(s)”** has the samemeaning as in the 2017-2018 Funding Agreement, which is as follows:

(a) in the case of a Practice Group that is a partnership, a Midwife who is a partner of the Practice Group;

(b) in the case of a Practice Group that is a sole proprietorship, the Midwife who is the sole proprietor; and

(c) in the case of a Practice Group that is a corporation, a Midwife who is a shareholder of the corporation.

“**Transfer Payment Agency**” means the entity named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that has entered into a Funding Agreement with the Practice Group.

1.2 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.

**2. Term of Agreement**

2.1 This Agreement shall be effective from the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_ (the “Effective Date”) and shall continue in effect until the earlier of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_\_ (“the End Date”) or the date that the Independent Contractor’s registration with the College is revoked. As of the Effective Date, this Agreement supersedes and replaces any previous agreement as between the Parties.

2.2 At least 90 days prior to the End Date of this Agreement, the Partner(s) and the Independent Contractor shall meet to discuss whether the Independent Contractor will be invited to become a Partner of the Practice Group.

**3. Responsibilities**

3.1 The Independent Contractor will provide the Practice Group with the services outlined in Schedule B - Description of Services, which may be amended from time to time.

3. 2 From time to time the Practice Group may develop written policies and/or protocols describing its service expectations of Independent Contractors. The Independent Contractor will abide by such written policies and protocols. The Independent Contractor retains sole and absolute discretion over the manner and means of providing the services outlined in this agreement so as to meet these service expectations.

3.3 The Independent Contractor shall, at all times during the term of this Agreement, be a registered Midwife with the College, a Midwife member of the AOM and a member beneficiary of the AOM Benefits Trust. The Independent Contractor is responsible for maintaining their registrations and membership and will provide proof as requested.

3.4 The Independent Contractor shall maintain professional liability insurance as required by the College. The Practice Group shall maintain insurance as required by the Funding Agreement.

3.5 The Independent Contractor agrees to fulfill to the best of their ability the duties, responsibilities and obligations pursuant to College Rules and applicable law, and those duties, responsibilities and obligations of the Practice Group that the Independent Contractor has agreed to undertake.

3.6 The Independent Contractor agrees to maintain confidentiality of all business, personal and personal health information gained through the association with the Practice Group in accordance with the Practice Group’s confidentiality policy.

3.7 The Practice Group understands and agrees that the Independent Contractor is an independent contractor and may have commitments to provide services to other entities. The Independent Contractor agrees to consult with and obtain the written consent of the Partner(s) prior to entering into any commitment that could affect the Independent Contractor’s ability to meet their obligations under this Agreement. The consent shall be in a form substantially the same as in the AOM Practice Group Template Agreements.

3.8 The Parties agree to defend, indemnify and save the other Parties harmless from any loss, cost, expense, judgment or damage on account of injury to persons including death or damage to property, in any way caused by the negligence of a Party, their servants, agents or employees related to or arising out of programs or other matters to which this agreement pertains, together with all legal expenses and costs incurred by the other Party in defending any legal action pertaining to the above.

4. Fees

4.1 Subject to any Interpractice Care Agreement entered into, the Partner(s) shall ensure that the Independent Contractor is paid the Earned Fee for all clients who have been discharged where the Independent Contractor was the billing Midwife in a timely manner.

4.2 The Partner(s) shall ensure that the Independent Contractor is paid an equitable proportion of any other fees, such as Caseload Variables, secondary fees, preceptor fees, travel supplements and fees through Schedule O of the Funding Agreement in accordance with the following formula(s), which is subject to revision by the Partners on 30 days’ notice:

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4.3 Pursuant to Section 6.1 of Schedule D of the Funding Agreement, the Partner(s) shall, without delay, pay the Independent Contractor the amounts received for them of the Clinical Equipment for Midwives amount, without deductions.

4.4 The Independent Contractor agrees to retain documentation of the use of the Clinical Equipment for Midwives amount in the form of either receipts or plans for future expenses. The Independent Contractor further agrees to provide that documentation in the event the Ontario Midwifery Program requests it.

4.5 The Practice Group shall be responsible to ensure that payments earned by the Independent Contractor that are defined as “Disbursements” in the Funding Agreement as a percentage of the “compensation fee, on-call fee, retention incentive, secondary care fee, and rural and remote compensation supplement” are forwarded to the AOM Benefits Trust in a timely manner.

4.6 On request of the Independent Contractor, and within 60 days of that request, the Practice Group will provide the Independent Contractor with sufficient financial information to assess the Practice Group’s compliance with clauses 4.1, 4.2 and 4.3.

5. Assets and Equipment

* 1. The property listed in the Schedule A – Independent Contractor’s Assets List is acknowledged as the property of the Independent Contractor. The Independent Contractor agrees that all property not specifically described in this Agreement as the Independent Contractor’s personal property is the property of the Practice Group.
	2. The Independent Contractor is responsible for providing all equipment needed for the provision of care in clients’ homes, including home birth equipment and a vehicle.
	3. The Practice Group will furnish the Independent Contractor with the use of clinic space, disposable supplies (e.g., home birth kits), home birth medications, administrative support and access to laboratory supplies and services.

**6. Dispute Resolution**

6.1 Where the Partner(s) have concerns or are dissatisfied with the Independent Contractor’s services, the Partner(s) will communicate this concern to the Independent Contractor orally and in writing.

6.2 A dispute that has not been resolved by meetings between the Parties that arises out of this Agreement may be referred by either of the Parties to a mediator. Issues related to abuse, harassment, discrimination, or bullying will not be referred to mediation, but instead will be resolved through the processes outlined in the Practice Group’s protocols.

6.3 The mediator will devote no more than four hours to the mediation. Failing agreement between the Parties, the mediator may prepare a report that includes:

1. a recommendation regarding either the substantive issue in dispute; or
2. a recommended procedure on how to resolve that dispute; or
3. on request of the Parties, issuing a final determination on the merits of the issue in dispute.

6.4 The allocation of the costs of the mediation, including the costs of the mediator, shall be determined by the mediator unless the Parties agree to a different distribution.

6.5 The mediator shall be agreed to by all the Parties.

6.6 Unless mutually agreed, both Parties agree that they will apply the dispute resolution mechanism in this section before they move to terminate this Agreement and before they resort to external dispute resolution or complaint processes, such as the courts.

6.7 A decision to terminate this Agreement pursuant to section 7 is not a “dispute” for the purposes of paragraph 6.3 and may not be referred to the mediated decision-making process in clauses 6.2 and 6.3.

**7. Termination**

7.1 Except as otherwise stated in this Agreement, either Party may terminate this Agreement, without reason, on 120 days written notice or such shorter time as may be mutually agreed.

7.2 Where the Partner(s) have concerns regarding the Independent Contractor’s professional conduct, mental or physical capacity or clinical competence, the Partner(s) will make best efforts to work with the Independent Contractor to address the issue before resorting to termination or reporting to the College of Midwives of Ontario (as referenced in clause 7.5).

7.3 The Partner(s) may immediately terminate this Agreement without notice (or such notice as they deem appropriate) if in the opinion of the Partner(s), there is a persistent pattern of the Independent Contractor putting clients at substantial risk or potential substantial risk, by omission or commission, which continues after being communicated to the Independent Contractor.

7.4 In the event a party commits a fundamental breach of this Agreement, the party not in fundamental breach of the Agreement may

(a) give notice of the fundamental breach in writing to the breaching party with enough specifics to allow the party in breach to remedy the breach; and

(b) if the fundamental breach is not cured within 15 days of such written notice, immediately terminate this agreement and any obligation arising out of it by providing written confirmation to the party in breach.

7.5 Termination of this Agreement by the Partner(s) for professional misconduct, incompetence or incapacity (as defined in the Regulated Health Professions Act), or a resignation to avoid such a termination will be reported to the College pursuant to the Regulated Health Professions Act. Such termination may be effective prior to a decision being made by the College regarding the clinical cause and pending any review pursuant to 7.6.

7.6 In the event that this Agreement has been terminated pursuant to section 7 of this Agreement, the Independent Contractor has a right to ask that the termination decision be reviewed by the Partner(s). The request for a review of the termination decision must be made within 10 days of receiving the termination notice. If a review of the termination decision is requested then the Partner(s) must review the termination within 30 days of the date of the termination notice. Pending the result of this review, the termination of this Agreement remains in effect and the notice period, if any, continues.

7.7 Within 30 days of the termination or non-renewal of this Agreement, the Practice Group shall pay the terminated Independent Contractor or, in the event of the Independent Contractor’s death, pay to their estate, any moneys held by the Practice Group for the benefit of the Independent Contractor and shall also transfer any assets which are listed as the personal property of the Independent Contractor in the Assets List attached as Schedule \_\_ to this Agreement.

7.8 If this Agreement is terminated or not renewed, the Practice Group shall pay moneys held for the Independent Contractor for Courses of Care for discharged clients, pursuant to section 4, but not for Courses of Care for clients not yet discharged.

7.9 A terminated Independent Contractor shall within 30 days, pay to the Practice Group any moneys owed by the Independent Contractor to the Practice Group.

7.10 The fees, benefits and disbursements for the Independent Contractor are contingent upon continuation of the Funding Agreement. In the event the Funding Agreement is terminated or that funds for the Independent Contractor are not forthcoming from the Transfer Payment Agency, the Partner(s) 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.

7.11 The Independent Contractor, 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 obligations of the Independent Contractor pursuant to College Rules and any lawful obligations arising out of the Independent Contractor’s association with the Practice Group.

**8. General**

8.1 This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Independent Contractor will be an independent contractor and not the Practice Group's employee for any purposes. This Agreement shall not be construed as creating any joint employment relationship between the Independent Contractor and the Practice Group and the Practice Group will not be liable for any obligation incurred by the Independent Contractor, including but not limited to unpaid minimum wages and/or overtime premiums and any applicable statutory deductions as required by law.

8.2 The Independent Contractor agrees that they are a separate and independent enterprise from the Practice Group, that they have a full opportunity to provide services outside this Agreement subject to obtaining the necessary consents as noted in clause 3.7, and that they have made their own investment in their business.

8.3 This Agreement may be amended in writing at any time by the Parties and such amendments supersede prior agreements.

8.4 The applicable laws governing this Agreement shall be the laws of Ontario in force from time to time.

8.5 This Agreement may not be assigned to any other person or entity whatsoever.

8.6 The Parties agree that arranged absences do not constitute termination of this Agreement. Any such arranged absences shall be pursuant to a written agreement, which shall be in substantially the same form as in the AOM Template Agreements. Absent express consent in a Consent to Arranged Absence Agreement, any such arranged absences shall not extend beyond the term of this Agreement. For greater certainty such arranged absences do not include vacations or normal off-call periods. Any such Arranged Absence requires a 120-day notice period or such shorter period of notice as may be mutually agreed.

8.7 In the event that the Independent Contractor has a medical condition that may impact their ability to perform their obligations under this agreement, the Partner(s) reserve the right to request medical documentation to evaluate their fitness to practice and any adjustments that may be required. Any possible adjustments will be assessed in accordance with the practice group’s policy on discrimination and the availability of alternative funding under Schedule Q and/or Schedule G-1 of the Funding Agreement.

8.8 Upon request by the Independent Contractor, the Partner(s) will support the Independent Contractor to develop and submit a proposal to the Transfer Payment Agency for funding under section 4.3 of Schedule G-1 of the Funding Agreement for specialized equipment, furniture, or services for a disability.

**9. Terms and Conditions**

9.1 The following particular terms and conditions shall apply to the Independent Contractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9.2 In signing the Agreement, each Party represents and warrants to the other that they have read and fully understand this Agreement, that they have the opportunity to seek independent legal advice prior to signing this Agreement, and that they have executed the Agreement based on their own sound judgment and advice of independent legal counsel, if sought.

**IN WITNESS WHEREOF** the undersigned have executed this Midwifery Services Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Independent Date Name of Independent Contractor**

**Contactor**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature on behalf of Date Name of Person Signing**

**Practice Group on behalf of Practice Group**

# Schedule A- Independent Contractor’s Assets List

**BETWEEN:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[insert name of the Practice Group]

Hereinafter “Practice Group”

**and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[insert name]

Hereinafter “Independent Contractor”

**AND WHEREAS** the Practice Group has accumulated assets, which are the property of the Practice Group;

**AND WHEREAS** the undersigned Independent Contractor has personal assets, which are being used by the Practice Group or in the provision of Midwifery Services to the Practice Group;

**NOW THEREFORE** the Parties agree that the assets in the following list are the property of the Independent Contractor unless the Funding Agreement in effect at the termination of this Agreement states otherwise:

(a) the following contents of the “midwifery bag” and any replacements to the listed equipment: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(b) the following other assets (including but not limited to: artwork, furniture, kitchen supplies, etc.):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(c) Pursuant to article 11.1 of the Funding Agreement, any further items that are purchased through the new registrant clinical equipment grant (schedule G 4.1 of the Funding Agreement), the accommodation grant (Schedule G 4.3) and clinical equipment for midwives disbursement (schedule D 6.1) are the property of the Independent Contractor Midwife for whom the items where purchased.

**IN WITNESS WHEREOF** the undersigned have executed this Assets List, which shall be Schedule \_\_\_\_\_ to the Midwifery Services Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Independent Date Name of Independent Contractor**

**Contractor**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature on behalf of Date Name of Person Signing**

**Practice Group on behalf of Practice Group**

# Schedule B - Description of Services

Being Schedule \_\_ to the Midwifery Services Agreement signed on the \_\_\_ day of \_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS the Practice Group seeks the services of the Independent Contractor, the Independent Contractor agrees to provide the following services:

1. Midwifery services equivalent to approximately \_\_\_ Courses of Care per year and attendance as second midwife at approximately an equivalent number of births.
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# Schedule \_\_ - Consent to Outside Commitment

**BETWEEN:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[insert name of the Practice Group]

Hereinafter “Practice Group”

**and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[insert name of the Independent Contractor]

Hereinafter “Independent Contractor”

**AND WHEREAS** the Independent Contractor provides Midwifery Services to the Practice Group;

**AND WHEREAS** the Independent Contractor, in addition to their work providing Midwifery Services to the Practice Group, wishes to undertake a commitment that may affect their ability to meet their obligations under their agreement with the Practice Group;

**AND WHEREAS** the Practice Group agrees that the Independent Contractor may take on such commitment understanding that it may affect their ability to meet their obligations to the Practice Group;

**NOW THEREFORE** the Parties agree as follows:

**1. Interpretation**

“**Agreement**” means the Agreement between the Independent Contractor and the Practice Group that sets out the terms and conditions of their provision of Midwifery Services to the Practice Group. This Consent to Outside Work Agreement forms Schedule \_\_\_ to the Agreement for the duration of the term of this Consent to Outside Work Agreement forms part of the Agreement.

**2. Terms and Conditions of the Consent to Outside Commitment**

2.1 This Consent to Outside Commitment shall be effective from the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, in the year \_\_\_\_, until the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, in the year \_\_\_\_\_\_.

2.2 The Parties agree that the Independent Contractor may, for the term of this Agreement, take on the following outside commitment \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2.3 In acknowledgment that the Independent Contractor may be unable, for the term of such work commitment, to meet all of their obligations under the Agreement, the Parties agree to reassign the duties and responsibilities of the Independent Contractor as follows:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.4 The term referred to in 2.1 may be extended. In the event that the term extends beyond one year, the Practice Group may move to terminate the Independent Contractor’s Agreement with appropriate notice and without penalty.

**IN WITNESS WHEREOF** the undersigned have executed this Consent to Outside Work.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Independent Date Name of Independent Contractor**

**Contractor**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature on behalf of Date Name of Person Signing**

**Practice Group on behalf of Practice Group**

#

#  Schedule \_\_ - Amendment

**BETWEEN:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[insert name of the Practice Group]

Hereinafter “Practice Group”

**and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[insert name of the Independent Contractor]

Hereinafter “Independent Contractor”

**NOW THEREFORE** the Parties agree as follows:

1. The Practice Group and the Independent Contractor, parties to the Midwifery Services Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Agreement"), hereby amend the Agreement as follows:

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2. Except as set forth in this amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

**IN WITNESS WHEREOF** the undersigned have executed this Amendment.

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**Signature of Independent Date Name of Independent Contractor**

**Contractor**

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**Signature on behalf of Date Name of Person Signing**

**Practice Group on behalf of Practice Group**