

**CERTIFIED NURSE MIDWIFE  
COLLABORATIVE AGREEMENT**

**THIS AGREEMENT**, dated \_\_\_\_\_, by and between \_\_\_\_\_, Certified Nurse Midwife with License # \_\_\_\_\_ (hereinafter referred to as “CNM”) and \_\_\_\_\_ (hereinafter referred to as “Primary Collaborating Physician”) and \_\_\_\_\_ (hereinafter referred to as “Secondary Collaborative Physician”) (collectively referred to as “Collaborative Physicians”).

**RECITALS:**

**WHEREAS**, the CNM provides management of care to women without risk factors and their neonates who are without complications within the scope of CNM licensure which includes providing antepartum, intrapartum, postpartum and limited non-surgical gynecological care as further set forth in this Agreement;

**WHEREAS**, the CNM with prescriptive authority may prescribe and administrate immunizing agents, medical devices, laboratory tests, therapeutic and diagnostic treatment in accordance with the standards set forth in this Agreement; and

**WHEREAS**, the Collaborative Physicians agree to be available to the CNM for coverage as set forth in this Agreement.

**NOW THEREFORE**, intending to be legally bound, the CNM and Collaborating Physicians hereby agree as follows:

**I. CNM QUALIFICATIONS**

CNM must meet the following qualifications in order to participate under this Agreement:

1. Membership in good standing of the Lehigh Valley Health Network Allied Health Professional Staff;

2. Active Pennsylvania licensure as a registered nurse and a certified nurse midwife;
3. Certification by the American Midwifery Certification Board; and
4. Certification and continued competence in Basic Life Support and the American Academy of Pediatrics, Neonatal Resuscitation.

## **II. CNM RESPONSIBILITIES**

- A. CNM will practice in accordance with the midwife practice guidelines as set forth in the Pennsylvania Administrative Code, Chapter 18.
- B. CNM will obtain and maintain privileges in accordance with the midwife practice guidelines as set forth in the Pennsylvania Administrative Code, Chapter 18.
- C. CNM will prescribe and dispense drugs in accordance with the midwife practice guidelines as set forth in the Pennsylvania Administrative Code, Chapter 18.

## **III. COLLABORATING PHYSICIANS QUALIFICATIONS**

- A. Collaborating Physicians must be members in good standing of the Lehigh Valley Health Network Medical Staff and have obstetrical privileges.
- B. Collaborating Physicians attest that they have the knowledge and experience with any drug that the CNM will prescribe pursuant to this Agreement.

## **IV. NATURE & CIRCUMSTANCE OF THE COLLABORATION**

- A. Collaborating Physicians responsibilities under this Agreement, will include but not be limited to the following:
  1. The Collaborating Physicians shall be immediately available for consultation with the CNM through direct communications. Immediately available means that the Collaborating Physicians respond to a request for consultation within twenty (20) minutes.
  2. The Collaborating Physicians and the CNM will develop and approve a plan for emergency services.

3. The Collaborating Physicians will be available on a quarterly basis for:
  - a. Reviewing the standards of medical practice;
  - b. Establishing and updating standing orders and drug and other medical protocols as required;
  - c. Periodic updating in medical diagnosis and therapeutics; and
  - d. Co-signing records when necessary to document accountability of the Collaborating Physicians and the CNM.

B. The Collaborating Physicians will see the patient:

1. When in consultation or review, he decides it is necessary to do so, or
2. When the CNM decides it is outside her scope of experience, or
3. The Collaborating Physicians may recommend that another physician or specialist see the patient, or
4. When an emergency exists.

#### **V. LIABILITY INSURANCE**

The CNM carries professional liability insurance in the amount of One Million (\$1,000,000.00) Dollars for each occurrence and Three Million (\$3,000,000.00) Dollars in aggregate.

#### **VI. AUTHORIZATION**

This Agreement shall terminate if and when (1) the Collaborating Physicians are no longer licensed to practice medicine in Pennsylvania, (2) the Collaborating Physicians die or becomes disabled, (3) the Collaborating Physicians lose obstetrical privileges, (4) the CNM fails to maintain the qualifications or meet the obligations set forth in Sections I, II, and VI, or (5) either party terminates the Agreement by providing prior written notice to the other party.

**VII. NO PRE-EMPTION**

This Agreement is intended only to address the practice of medical care at Lehigh Valley Health Network facilities. This Agreement does not supersede or pre-empt any other Collaborative Agreement between the Collaborating Physicians and the Certified Nurse Midwife for the provision of medical services outside of Lehigh Valley Health Network.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date first above written

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Certified Nurse Midwife

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Primary Collaborating Physician

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Secondary Collaborating Physician