

**AGREEMENT ON MOBILITY
FOR MIDWIFERY IN CANADA**

Between

College of Midwives of British Columbia

and

Alberta Midwifery Health Disciplines Committee

and

College of Midwives of Manitoba

and

College of Midwives of Ontario

and

**Department of Health & Social Services,
Government of the Northwest Territories**

and

Ordre des Sages-Femmes du Québec

MUTUAL RECOGNITION AGREEMENT PROFESSION OF MIDWIFERY

PURPOSE

We, the undersigned, enter into this Mutual Recognition Agreement (MRA) in order to comply with our obligations under the Agreement on Internal Trade (AIT), Chapter 7 (Labour Mobility). The purpose of this MRA is to establish the conditions under which a midwife who is registered in one Canadian jurisdiction will have her¹ qualifications recognized in another Canadian jurisdiction which is a Party to this Agreement.

DEFINITIONS:

For the purposes of this agreement, the following definitions apply.

Competencies:

the set of knowledge, skills and abilities required to practise as a midwife which is described in the document called *Canadian Competencies for Midwives*.

Competence:

having the set of knowledge, skills and abilities required to practise as a midwife.

General registration:

the category of registration that permits the entire scope of practice of midwifery, has no individualized conditions or restrictions, is not temporary, and does not require supervision or the completion of additional training or examination.

Party(ies):

regulatory bodies which exercise authority delegated by law to regulate midwifery in Canada in their respective jurisdictions and are signatories to this agreement.

Undersigned:

All signatories to this agreement including the Parties.

¹ The use of the generic feminine is not meant to exclude the masculine.

PRINCIPLES

WHEREAS the undersigned agree that it is in the interest of the public to have access to midwifery services provided by registered midwives in all provinces and territories;

AND WHEREAS it is further agreed and understood that, in the interest of public safety, a standard of competence for the practice of midwifery must be established, maintained and upheld by regulators;

AND WHEREAS the undersigned agree that it is in the interests of the members of the profession that registered midwives have access to practice opportunities in all provinces and territories in Canada;

AND WHEREAS this recognition agreement does not modify the authority of each regulatory body to set standards and requirements;

AND WHEREAS the undersigned recognize that there are different paths to achieve the competence required for the practice of midwifery and the Parties take the responsibility of assessing the competence of applicants for registration to ensure that the public is protected;

AND WHEREAS the undersigned agree that, with the exception of neonatal intubation, a high level of commonality exists with respect to scope of practice and standards of midwifery practice in regulated jurisdictions in Canada;

AND WHEREAS most of the Parties have previously entered into an Agreement with each other and wish to extend the Agreement to include the Department of Health & Social Services, Government of the Northwest Territories and to revise some provisions of the original Agreement, this document continues and varies the previous Agreement;

THEREFORE, based on the principles set out above, we the Parties agree that:

- No Party will maintain or adopt any requirement for residency as part of our occupational standards or occupational requirements;
- Each Party shall ensure that any measure we adopt or maintain relating to registration of midwifery is principally competency-based, published and readily accessible, and does not result in unnecessary delay nor impose inequitable, burdensome fees, except for cost differentials; and
- Each Party shall recognize registered midwives regardless if they are trained domestically or internationally according to the following terms and conditions.

TERMS AND CONDITIONS - Labour Mobility of Existing Practitioners:

1. An applicant who has general registration at the time of application, and has practised one year or more in a regulated jurisdiction where the regulatory body is a Party to this Agreement will, subject to Chapter 7 of the AIT, be eligible for registration without additional assessment subject to the following requirements:
 - a) The applicant provides proof of professional conduct from the Canadian jurisdiction(s) in which they are currently or have been previously registered setting out any relevant information on the applicant's conduct, and that information meets the standard set out in Appendix B (Proof of Professional Conduct);
 - b) The applicant meets clinical experience requirements as outlined in Appendix "A". Where the applicant meets all of the requirements with the exception of home/out of hospital/hospital experience due to provincial/territorial barriers which may be legislative, jurisdictional or administrative in nature, the applicant's clinical experience will be accepted under the MRA with the understanding that temporary conditions will be applied to address these requirements;
 - c) The applicant satisfies other non-competency related registration requirements specified by jurisdictional laws, regulations and by-laws;
 - d) The applicant has completed and submitted the prescribed application form with related documents;
 - e) The applicant's current and past registration(s) have been verified; and
 - f) The applicant pays the fees required.
2. For an applicant who has not met all the requirements specified in paragraph 1, a Party may require the applicant to undergo additional assessment and may or may not register the applicant with or without conditions or restrictions.
3. An applicant who comes from a jurisdiction that does not require certification for neonatal intubation will be required to obtain such certification prior to registration in a jurisdiction where it is required.

ADMINISTRATION

4. Each Party agrees to seek the necessary legislative changes from their respective government if, in order to implement this Agreement, there is a need for such changes. Each Party also agrees to make the necessary changes to by-laws, policies or procedures in order to implement this Agreement.
5. The original Parties agreed to implement this agreement on or before July 1, 2001 and the Parties who accede to this Agreement agree to implement it forthwith after acceding.
6. The Parties agree that, whenever possible, each jurisdiction will give a minimum of six months' notice to other jurisdictions when introducing new registration requirements or making changes to existing registration requirements that may impact this Agreement and will engage in the consultation process outlined in Appendix D. The Parties will continue to assess differences in requirements and work toward reconciliation of the differences to the extent possible for mutual recognition of midwives across Canada.
7. The Parties agree that in the event of a disagreement between two or more Parties with respect to the interpretation or application of any clause of this agreement, the Parties involved may initiate consultations, as outlined in Appendix C, with a view to resolving the matter. A Party may request a consultation either on its own behalf or on behalf of a person who is covered by this agreement. This request for consultation will not affect an individual or Party's capacity to access dispute settlement procedures established under the Agreement on Internal Trade (AIT).
8. The Parties agree that in the event that a Party does not wish to continue to be a Party to this agreement, that Party will consult with the jurisdictional Labour Mobility Coordinator, and advise the other Parties, in writing with reasons, at least 12 months before the Party withdraws from the agreement. The notice period is waived where withdrawal is not within the Party's control.
9. Each Party agrees that this is a dynamic and evolving agreement that may be amended with unanimous consent. The Parties agree to initiate periodic reviews of this agreement two years after July 1, 2001 and a minimum of three to five years thereafter, or more frequently as necessary and to review the operation of this agreement when such a request is made by one of the Parties. The first of these reviews was completed in November of 2005.

10. The Parties agree that any Canadian entity exercising authority delegated or assigned by law to regulate midwifery in Canada may, with the agreement of all of the Parties, accede to this agreement and on such terms as are agreed to by all Parties.

APPENDIX A
CLINICAL EXPERIENCE

The following clinical experience is to be completed during the previous five years (and may include experience obtained as a student of midwifery):

Number of Births	Role/Setting
60	Attendance
30 (of 60)	as a midwife providing "continuity of care"*
40 (of 60)	as primary midwife**
10 (of 40)	Home/out of hospital ***
10 (of 40)	Hospital ***

For the purposes of labour mobility:

* continuity of care shall be deemed to have been provided to an individual woman and her newborn when one midwife, or student of midwifery, has attended a minimum of seven visits (including both antenatal and post natal visits) labour and birth.

** a midwife who, in her practice or as a part of her education program, is the most responsible care provider for a woman during the intrapartum period. Such responsibility would normally include conducting the delivery of the newborn and managing the third stage of labour, unless there were clinical indications for transferring care to a physician.

*** Note: where applicants meet all requirements but are unable to obtain home/out of hospital/hospital experience due to provincial/territorial barriers, see paragraph 1(b) of Terms and Conditions.

APPENDIX B
Proof of Professional Conduct

This appendix has been developed to aid each jurisdiction in the administration of the *Agreement on Mobility for Midwifery in Canada*, signed by the provinces regulating midwifery.

For the purposes of the *Agreement on Mobility for Midwifery in Canada*, “Proof of professional conduct” is defined as meeting the standards for labour mobility if:

1. From the time of application until the final determination of the application, the registrant:
 - i. is not in default of any fees required by their current regulator(s),
 - ii. is not in default of providing any information required by their current regulator(s),
 - iii. is not in default of any professional liability insurance requirements required by their current regulator(s),
 - iv. meets all continuing competency requirements of their current regulator(s),
 - v. has no individual conditions or limitations on their registration by their current regulator(s),
 - vi. is not currently the subject of a complaint, investigation or inquiry with respect to professional conduct.

2. The registrant:
 - i. has had no disciplinary or incapacity findings made by any current or past regulator(s),
 - ii. has had no findings in criminal or civil proceedings that are relevant to the applicant’s suitability to practise midwifery,
 - iii. has had no other findings, agreements, or undertakings accessible from the regulator’s public register, or otherwise available to the public from the regulator(s).

Should these criteria for application in each jurisdiction not be fully met, the regulator will decide the outcome of the application. The regulator may make decisions that include accepting the applicant without condition or restriction, denial of registration, the requirement for additional assessment, and/or the imposition of conditions or restrictions on the applicant’s registration in accordance with provincial or territorial legislation.

APPENDIX C

Policies and Procedures:

DISAGREEMENTS

POLICY

1. Any disagreement between Parties to the *Agreement for Mobility for Midwifery in Canada* with respect to the interpretation or application of the Agreement, which cannot be resolved within 6 months of written notification by one party, will result in mediated consultation with all interested Parties. If the Parties are unable to effect resolution through mediation, the Parties may approach the respective provincial or territorial governments to assist with resolution.
2. Any disagreement between Parties to the *Agreement for Mobility for Midwifery in Canada*, with respect to jurisdictional changes to registration requirements that affect this Agreement, which cannot be resolved within 6 months, will result in mediated consultation with all interested Parties. If the Parties are unable to effect resolution through mediation, the Parties may approach the respective provincial or territorial governments to assist with resolution.
3. Any disagreements initiated on behalf of a person covered by the *Agreement on Mobility for Midwifery in Canada*, with respect to its interpretation or application of any clause, that is not resolved by the jurisdictions involved within 30 days of written notification of disagreement, will result in mediated consultation with all interested Parties within 60 days. If the Parties are unable to effect resolution through mediation, the Parties or the applicant may approach the respective provincial or territorial governments to assist with resolution.

PROCEDURE

1. Disagreements between Parties:
 - a. Consultation would occur among all interested Parties over a 3 to 6 month period that includes consultation with all appropriate jurisdictional Boards and Councils. Parties should notify their Labour Mobility Coordinator who may assist in the consultation process.

- b. If after a 6 month period of consultation among the interested Parties there is no resolution, any Party may call for a national meeting with a mediator to effect final resolution.
 - i. The initiating Party will request a national meeting and notify Canadian Midwifery Regulators Consortium (CMRC) Secretariat.
 - ii. The CMRC Secretariat will co-ordinate a mediated meeting with all interested Parties within the next 30 day period.
 - iii. The CMRC Secretariat will attempt to identify a mediator acceptable to all interested Parties in disagreement from those mediators recommended by the government, failing which the Secretariat will seek assistance from the designated Labour Mobility Coordinator for midwifery in identifying a mediator.
 - iv. The interested Parties will meet with the mediator and attempt to effect resolution at the conclusion of their meeting.
 - v. The costs of mediation will be shared equally by the Parties participating in the mediation.
 - c. If the Parties are unable to effect resolution through mediation, the Parties may approach the respective provincial governments to assist with resolution.
2. Disagreements initiated by a Party on behalf of a person covered under the *Agreement on Mobility for Midwifery in Canada*:
- a. Any Party may contact the other Party's designated disagreements officer, and consultation would occur among all interested Parties over a 30 day period. Parties should notify their Labour Mobility Coordinator who may assist in the consultation process.
 - b. If, after a 30 day period of consultation among the interested Parties, there is no resolution, any Party may call for a national meeting with a mediator to effect final resolution within 60 days.
 - i. The Party initiating the mediation will request a national meeting and notify CMRC Secretariat.

- ii. The CMRC Secretariat will co-ordinate a mediated meeting with all interested Parties within the next 30 day period.
 - iii. The CMRC Secretariat will attempt to identify a mediator acceptable to all interested Parties in disagreement from those mediators recommended by the government, failing which the Secretariat will seek assistance from the designated Labour Mobility Coordinator for midwifery in identifying a mediator.
 - iv. The interested Parties will meet with the mediator and attempt to effect resolution at the conclusion of their meeting.
 - v. The costs of mediation will be shared equally by the Parties participating in the mediation.

- c. If the Parties are unable to effect resolution through mediation, the Parties or the applicant may approach the respective provincial governments to assist with resolution.

APPENDIX D

Policies and Procedures:

CONSULTATION ON CHANGES TO REGISTRATION REQUIREMENTS

POLICY

Each regulatory jurisdiction will consult where possible with all Parties to the Agreement on Mobility for Midwives in Canada (MRA) prior to approving changes to current registration requirements, or the developments of new requirements that may have an impact on the jurisdictional procedures or actual mobility of registered Canadian midwives.²

Each regulatory jurisdiction will notify all Parties to the MRA of any changes to current registration requirements, regardless of their anticipated impact.

PROCEDURES for CONSULTATION

1. The jurisdiction proposing the changes or new requirement, will initiate consultation with the other jurisdictions with a 3-6 month deadline for response using the following parameters:
 - a. Notice of the consultation will include a copy of the wording of each proposed amendment along with a description of the rationale.
 - b. If the change or addition is not anticipated to create barriers to mobility, but may affect jurisdictional procedures, a 3 month deadline, with written response will be requested.
 - c. If the change or addition could affect mobility and the current Mutual Recognition Agreement, a meeting of all jurisdictions will be organized, and consultation with resolution over a minimum 6 month period will be attempted and expected, as outlined under "Administration" Clause 6 of the *Agreement on Mobility for Midwives in Canada, (as amended)*.

² A Party who believes that another Party has developed or changed a relevant requirement may invoke the policies and procedures on Disagreements found in Appendix C.