



THE REQUIREMENT FOR A WRITTEN PRACTICE AGREEMENT: A BARRIER TO PRACTICE FOR NEW YORK LICENSED MIDWIVES WHICH LIMITS WOMEN'S ACCESS TO CARE

The following examples illustrate the negative impact of the requirement for a Written Practice Agreement (WPA) on midwives and midwifery practice. The stories below are all recent occurrences and represent many types of midwifery practices, including well-woman gynecologic practice, hospital-based birth practices, home birth practice, urban, suburban, and rural practice. In addition, these experiences demonstrate that the negative impact of the WPA is not limited to a particular geographic area of the state.

- Orange County - One midwife-owned private practice strove for two years to achieve a WPA. Within a year of the WPA finally being signed, the practice was delivering more than 1/3 of the births at the county hospital. However, when it came time for the WPA to be renewed, the signing physician decided not to renew because he “did not want to back up his competition.” Unsuccessful in securing alternatives, the practice closed. Orange County lost a successful small business and all the women under the midwives’ care had to either continue their pregnancies with a physician or leave the County to secure midwifery care.
- Oneonta - Birth and Beyond Midwifery Practice, PLLC, a midwifery-owned and operated practice, was forced to close in July 2007 because it could not get a WPA. The physician who originally signed the collaborative agreement for this midwife lost his contract with the hospital and the remaining two obstetricians practicing in the area, as well as the area hospital, refused to sign a WPA. As a result, this midwife was forced to leave what was a financially successful business - grossing over \$275,000 in annual revenue and employing three employees (not including the owner-midwife) and close her doors to over 450 active clients. The former owner of this practice has now left New York and is now practicing in Ohio.
- Long Island - The following is text from a letter written to a midwife in private practice from the physician group who had previously signed her agreement:

After much discussion and debate, we have decided that the MD 1 (*the group's “on-call” doctor*) physician will no longer be available to cover your obstetrical patients. We feel that you are a very caring and professional midwife, yet we are not willing to accept the liability exposure. We will continue to cover your practice until July 22, 2009 to give you ample time to make alternative arrangements.
- Long Island - In January 2010, a past president of The New York State Association of Licensed Midwives, who has worked for a large medical group on Long Island for the past 29 years, was notified by her signing physician that because of the current malpractice climate, he no longer felt “comfortable” signing her WPA - although he was willing to continue to collaborate with her on patient care and accept her referrals. This midwife, who no longer attends births for the group but has an office-based practice, was left to scramble to find another physician to sign her practice agreement so she would not lose her job and her patients.

- Long Island - A midwife who has owned her own practice for 25 years and was given a "Woman of Distinction Award" in 2009 by her local assemblyman has had to continually work to secure WPAs - she has had 21 different agreements in those 25 years.
- St. Lawrence County – A midwife who closed her practice and left New York because of malpractice insurance rates said, "If I could have paid my other bills and \$27,000 for malpractice insurance (that's with no claims), I would have continued. Interestingly, when I left, my collaborating physician decided to retire. If I tried to go back, there would be nobody who'd sign an agreement with me."
- Tompkins County - A midwife in Central New York, who has been in private practice for 10 years and is committed to serving women with comprehensive care in rural NY is on the verge of losing her written practice agreement. She has an excellent relationship with her collaborating physician who has been willing to sign a practice agreement because he ardently supports midwives as quality care providers and women's birth options, especially natural birth. When the midwife's collaborating physician recently spoke publicly to support midwifery care outcomes in the home birth setting, he was forced to end his collaborative relationship with midwives practicing in out-of-hospital settings. This supportive physician was told by his malpractice insurance carrier that if he continued to sign practice agreements with midwives who practice in the home setting, he would lose his professional liability insurance coverage. This midwife has contacted other physicians in the region, and has been told that while they also support this type of quality care, they cannot sign an agreement for various reasons: they are prevented by their hospital credentialing from signing for any midwives (family practice physician), their partners prefer they not sign, their malpractice insurance prevents them from signing if they want to continue to have insurance with this company, etc.
- New York City – The recent closure of St. Vincent's Hospital has highlighted how the WPA is a barrier to practice. More than a dozen midwives have been affected, as they lost their WPA when the hospital official shut its doors on April 30, 2010. Not only did the hospital sign a WPA with 6 homebirth midwives who now have no written agreement and cannot legally practice midwifery, but the hospital welcomed homebirth to hospital transfers for the past 25 years from midwives who had WPAs with other physicians or hospitals. As of May 5th, no other hospital in New York will sign a WPA with the NYC homebirth midwives. Their clients have two options: present to their local hospital in labor to be cared for by a provider they do not know in an environment they did not choose, or have their babies unassisted at home. Neither situation serves the best interests of women or public health.
- Broome County – A midwife who was the first local licensed midwife granted clinical privileges at UHS Wilson Hospital in 1988 and later granted admitting privileges at both Wilson and Lourdes Hospitals enjoyed practicing midwifery for 13 years. She had the privilege of serving several hundred families for women's health care needs, pregnancies and births. Working in two private physician offices, a large multi-specialty group and a hospital-based midwifery group, this midwife had a solid reputation with the physicians with whom she consulted, a loyal clientele and an excellent professional record, but has been unable to practice midwifery for the last several years due to the unavailability of a physician willing to sign a written practice agreement.

Although she contacted many local doctors (several of whom felt they would be glad to consult with her "unofficially"), she could not secure a written agreement. She has chosen to stay in the community because of family concerns and works as a school nurse, but no longer can be the primary earner for her family and cannot utilize her midwifery skills and experience to care for local women and families.