

Agreement for Funding and Participation in the Interprofessional Team Demonstration Initiative

This Agreement is effective as of _____, 201__.
("Effective Date").

BETWEEN:

THE GOVERNMENT OF MANITOBA,
as represented by the Minister of Health
(called "Manitoba"),

- and -

_____ **Regional Health Authority**

(called the "RHA")

- and -

_____ **Clinic**
a corporation duly incorporated pursuant to
the laws of Manitoba.
(called the "Clinic")

WHEREAS one of Manitoba Health, Healthy Living and Seniors's strategic priorities is the need to address primary care renewal and to ensure all Manitobans have access to a family physician by 2015, one strategy includes facilitating the integration of non-physician providers into fee-for-service physician practices as members of an Interprofessional Team;

AND WHEREAS clinics in Manitoba may be interested in participating in Primary Care Networks (PCNs) and, as an adjunct to PCNs, integrating non-physician providers within interprofessional teams in their own practices;

AND WHEREAS Regional Health Authorities have an interest in helping to ensure that their residents have access to a family physician for regular, ongoing quality primary care and therefore in increasing the capacity of primary care clinics to attach more patients;

AND WHEREAS interprofessional teams within fee-for-service practices in Manitoba are new, and approaches to establishing, funding and sustaining them have not been well established or evaluated;

AND WHEREAS the Manitoba eHealth program of the Winnipeg Regional Health Authority ("WRHA") will import data extracts from the Clinic for the purpose of this and other programs, as Manitoba's agent for this limited purpose;

AND WHEREAS Manitoba has an agreement with the WRHA for the purpose of Manitoba eHealth providing information management services;

NOW THEREFORE in consideration of the foregoing premises and the mutual covenants and provisions reflected in this Agreement, Manitoba, the RHA and the Clinic agree to enter into an Interprofessional Team arrangement on a demonstration basis and to evaluate and learn from this arrangement as a basis for future interprofessional team care, as follows:

1.0 Term of Agreement

1.1 This Agreement shall be effective as of the Effective Date and shall remain in full force for thirty six (36) months unless terminated under section 12 or extended under section 11.

2.0 Definitions

2.1 The following definitions apply for this Agreement:

“Attached Patient” means a patient who is considered to be receiving ongoing primary care from the Clinic and has been identified and recorded as such according to the process described in Appendix “3.”

“Baseline List of Attached Patients” or “Baseline” means the list of patients agreed to be attached to the Clinic just before or at the time that this Agreement becomes effective, and to which later lists of patients produced at later times are compared to calculate the Net Change in Attachment;

“Clinic” means the group of Participating Physicians designated in this Agreement. “Clinic” includes the Interprofessional Team Member for the sole purpose of measuring patient attachment. The “Clinic” expressly excludes other physician members who may practice in the same location but who have not signed this Agreement.

“EMR Data Extract” means an extract of primary care data produced by the Clinic’s EMR, and provided to Manitoba eHealth, as Manitoba’s agent, as described in Schedule A;

“EMR” means the Electronic Medical Record software used by the Clinic;

“Enrolled Patient” means a patient with whom the Clinic has reached an explicit agreement that the Clinic will be that patient’s provider of regular, ongoing primary care, and which outcome has been documented by the Clinic in its EMR as described in Appendix 3. Enrolment of patients is optional for the Clinic.

“Interprofessional Team Demonstration Initiative (ITDI)” means the provincial initiative, participation in which is governed by this Agreement;

“Interprofessional Team Member (ITM)” means the non-physician clinician employed by the RHA who is made available to the Clinic to assist in providing primary care as directed by the Clinic;

“ITM Data Extract” means a data extract, supplementary to the current EMR Data Extract, which provides information about the activities engaged in by the Interprofessional Team Member. The ITM Data Extract may be superseded by a more complete EMR Data Extract during the term of this Agreement;

“Manitoba Primary Care Quality Indicators Guide” means the document provided by Manitoba on its website defining Primary Care Indicators and describing how data is entered and collected in order to calculate them, as amended from time to time. This document is available at:

<http://www.gov.mb.ca/health/primarycare/providers/pin/docs/mpcqig.pdf>

“Net Change in Attachment” means the net increase in the number of patients attached to the Clinic (including any Enrolled Patients) between the Baseline and a particular subsequent measurement of attachment, as described in Appendix 3;

“New Attached Patient” means a patient attached or enrolled subsequent to the Baseline and seen at least once by the Clinic since the Effective Date;

“New List of Attached Patients” means the list of patients indicated as Attached or Enrolled in an EMR Data Extract submitted by the Clinic subsequent to the determination of the Baseline List of Attached Patients;

“Clinic Lead” means the individual designated by the Clinic to act as the key contact with the RHA and with Manitoba regarding this Agreement and the incorporation of the Interprofessional Team Member into the Clinic;

“Participating Physicians” means the co-located physician(s) who agree to incorporate the Interprofessional Team Member into their primary care team and to direct his or her efforts in providing primary care, under the supervision of one or more of their number, as attested by the signature of said physicians on this Agreement;

“Primary Care Indicator” means an individual measure as outlined in the Manitoba Primary Care Quality Indicators Guide;

“Stipend” means the fixed annual payment to the Clinic as a contribution to the overhead and supervision costs incurred by the Clinic in relation to engagement of the Interprofessional Team Member, as described in Appendix 1;

“The PCIS Office” means the Manitoba eHealth staff responsible for Primary Care Information System (PCIS) initiative;

“Variable Payment” means the payment to the Clinic the magnitude of which varies according to the Net Increase in Attachment achieved, as described in Appendix 1;

“Vendor” means the Clinic’s provider of EMR software;

“Year” means Year 1 or Year 2 or Year 3 of this Agreement;

“Year 1” means the twelve-month period beginning as of the Effective Date and ending twelve months later;

“Year 2” means the twelve-month period beginning as of the end of Year 1 and ending twelve months later;

“Year 3” means the twelve month period beginning as of the end of Year 2 and ending 12 months later;

“this Agreement” means this document and all referenced Schedules and Appendices.

3.0 Obligations of the Clinic

3.1 The Clinic agrees to:

- (a) orient, train and integrate the Interprofessional Team Member into its primary care practice and to provide day-to-day direction and medical supervision as required, based on the Interprofessional Team Member’s scope of practice, individual competencies and the role which the Clinic assigns to the Interprofessional Team Member;
- (b) exercise its best efforts to achieve a minimum of 200 New Attached Patients for regular, ongoing primary care as a result of the assistance provided by the Interprofessional Team Member, and to attach more than 200 new patients if possible, over the term of the Agreement; and
- (c) comply with all other applicable terms and conditions of this Agreement.

4.0 Obligations of the RHA

4.1 The RHA agrees to:

- (a) Collaborate with the Clinic to help determine the type of Interprofessional Team Member to hire;
- (b) Facilitate recruitment of the Interprofessional Team Member and, in the event that the Interprofessional Team Member leaves the employ of the RHA during the term of this Agreement, to use all reasonable efforts to replace the Interprofessional Team Member as soon as possible;
- (c) Pay the salary of and provide staff benefits of the Interprofessional Team Member;
- (d) Provide the Interprofessional Team Member with an orientation to the RHA and its relevant policies;
- (e) Work with the Clinic to establish performance expectations for the Interprofessional Team Member, such as number of visits per week;
- (f) Provide professional support and guidance to the Clinic Staff, and the Interprofessional Team Member as necessary;
- (g) Provide support as required to promote interprofessional practice/team development;

- (h) Facilitate access to RHA services;
- (i) Comply with all other applicable terms and conditions of this Agreement.

5.0 Obligations of Manitoba

5.1 Provided the Clinic performs its obligations under this Agreement, Manitoba agrees to:

- (a) provide funding to the RHA for the Interprofessional Team Member's salary and benefits;
- (b) pay the Stipend and Variable Payment to the Clinic as outlined in Appendix 1;
- (c) offer tools and support to assist with the selection and integration of an Interprofessional Team Member, through its agent the WRHA, acting as an interprofessional practice facilitator,
- (d) share feedback and lessons learned as a result of evaluation activities; and
- (e) comply with all other applicable terms and conditions of this Agreement.

5.2 Manitoba's funding responsibility to the Clinic with respect to the Interprofessional Team Demonstration initiative is limited to providing funding to the Region and to the Clinic as specified in 5.1 above.

6.0 Funding

6.1 Manitoba agrees to provide funding to the RHA for payment of salary and benefits to the Interprofessional Team Member, who will be the RHA's employee.

6.2 In consideration of the Clinic fulfilling its roles and responsibilities as outlined in Schedule "A" and section 3.0 hereof, Manitoba agrees to provide the Stipend and the Variable Payment to the Clinic subject to deliverables as described in Appendix 1. Items outside of this Agreement will not be eligible for reimbursement and neither Manitoba nor the RHA will have any obligation with respect to same.

6.3 The payment of any funds to the Clinic under this Section 6 is further conditional upon the Clinic not being in default of its obligations pursuant to Schedule "A" of this Agreement.

6.4 Nothing in this Agreement creates any undertaking, commitment or obligation on the part of Manitoba respecting additional or future funding for the Clinic, or any activities, enterprises or projects related to or arising out of same.

6.5 All payments by Manitoba under this Agreement are subject to and expressly conditional upon the Legislature of the Province duly appropriating funds in the fiscal year in which they are required to be paid.

7.0 Records, Documents, and Information

- 7.1 The Clinic agrees that all records pertaining to the attachment of patients and service provided to patients by the Clinic shall be available to Manitoba upon request, for the purpose of verifying the records contained in one or more EMR Data Extracts and ITM Data Extracts. All such records will also be available to the RHA for the purpose of reviewing the Interprofessional Team Member's professional development and, if required, to investigate any complaints or incidents. Such records may contain personal health information, the disclosure of which is authorized under section 22(2)(g) of *The Personal Health Information Act*.
- 7.2 Where an examination of records by Manitoba under 7.1 reveals any inconsistency with the EMR Data Extract and/or ITM Data Extract, Manitoba may perform a more in depth review of the records. If, in the opinion of Manitoba, that review reveals that one or more services reported in either Data Extract did not occur, or did not occur on the time and date reported, Manitoba may:
- (a) reduce payments in accordance with Appendix 1, section 1.3.1.2,
 - (b) terminate the Agreement under section 12.1, or
 - (c) take action under both clause (a) and (b).
- 7.3 Manitoba shall have access to all written reports produced or prepared by or for the Clinic for presentation to third parties in connection with the activities contemplated by this Agreement. The Clinic agrees to provide to Manitoba copies of any of the foregoing upon Manitoba's request. Manitoba shall not disclose such reports without the Clinic's consent, which shall not be unreasonably withheld.

8.0 Confidentiality of Information

- 8.1 The Clinic expressly acknowledges it may have access to information (including Personal Health Information) which may be of a highly confidential and sensitive nature. Accordingly, while this Agreement is in effect and at all times thereafter, the Clinic and any officers, employees or agents of the Clinic:
- (a) shall, in respect of all personal health information, comply with the principles and provisions of *The Personal Health Information Act* including any regulation enacted thereunder and with any rules or directions made or given by Manitoba;
 - (b) shall treat and retain as confidential all other information, data, documents, knowledge and materials acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement;
 - (c) shall not disclose, nor authorize, nor permit to be disclosed, to any person, corporation or organization, now or at any time in the future, such information, data, documents, knowledge or materials referred to in subsection (b) without first obtaining written permission from Manitoba; and
 - (d) shall comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality of the information, data, documents, knowledge or materials referred to in subsection (b).

- 8.2 Manitoba expressly acknowledges that it will be collecting information (including personal health information) through its agent, the WRHA acting as Manitoba eHealth, information which may be of a highly confidential and sensitive nature. Accordingly, while this Agreement is in effect and at all times thereafter, Manitoba shall ensure:
- (a) it uses or discloses the personal health information collected pursuant to this Agreement only for the purpose of this Agreement or for another purpose authorized by law;
 - (b) its agent the WRHA does not use or disclose the personal health information collected on Manitoba's behalf for the purposes of this Agreement, except to Manitoba; and
 - (c) its agent the WRHA has reasonable security systems and policies in place, with respect to the personal health information collected under this Agreement.

9.0 Clinic Responsibility and Indemnification

- 9.1 The Clinic shall use due care in the performance of the obligations under this Agreement to avoid injury to any person, loss to any property and infringement of any rights.
- 9.2 The Clinic shall be solely responsible for and shall save harmless and indemnify Manitoba and the RHA, their officers, employees and agents from and against all claims, liabilities and demands with respect to:
- (a) any injury to persons, (including, without limitation, death), damage or loss to property, or infringement of rights caused by or related to this Agreement, the performance of this Agreement or the breach of any term of this Agreement by the Clinic, or any officer, employee, agent or contractor of the Clinic; and
 - (b) any omission or wrongful or negligent act of the Clinic, or of any officer, employee or agent of the Clinic, in relation to the operation of the IPT Demonstration Initiative, including, without limitation, any breach of the confidentiality, protection of privacy or security requirements, as detailed in Section 8 hereof.

10.0 RHA Responsibility and Indemnification

- 10.1 The RHA shall use due care in the performance of the obligations under this Agreement to avoid injury to any person, loss to any property and infringement of any rights.
- 10.2 The RHA shall be solely responsible for and shall save harmless and indemnify Manitoba and the Clinic, their officers, employees and agents from and against all claims, liabilities and demands with respect to:
- (a) any injury to persons, (including, without limitation, death), damage or loss to property, or infringement of rights caused by or related to this

Agreement, the performance of this Agreement or the breach of any term of this Agreement by the RHA, or any officer, employee, agent or contractor of the RHA; and

- (b) any omission or wrongful or negligent act of the RHA, or of any officer, employee or agent of the RHA, in relation to the operation of the IPT Demonstration Initiative, including, without limitation, any breach of the confidentiality, protection of privacy or security requirements, as detailed in Section 8 hereof.

11.0 Suspension or Extension

- 11.1 Manitoba may suspend or extend the time frames for this Agreement in writing if necessary by reason of circumstances beyond the control of the Clinic or through no fault of the Clinic.
- 11.2 In particular, should the Interprofessional Team Member leave the employ of the RHA, or be unavailable to provide service to the Clinic due to a long-term disability, Manitoba may extend the term of this Agreement by the duration for which the Clinic is without the services of the Interprofessional Team Member.

12.0 Termination Rights

- 12.1 Any party may terminate this Agreement prior to the end of its normal term, provided that it sends the other parties written notice ninety (90) days in advance of the termination date.
- 12.2 In the event of termination under clause 12.1 the Stipend and Variable Payments will be payable for the period since the last Year-end on a pro-rated basis. The specific details are described in Appendix 1.
- 12.3 Upon the termination of this Agreement, the RHA will use its best efforts to place the Interprofessional Team Member in another qualifying fee-for-service Clinic which signs a new ITDI agreement, as soon as possible.

13.0 Survival of Terms

- 13.1 Those provisions which by their very nature are intended to survive the termination or expiration of this Agreement shall survive, including without limitation: Sections 7.0 (Records, Documents, and Information); 8.0 (Confidentiality); 9.0 (Clinic Responsibility and Indemnification); 10.0 (RHA Responsibility and Indemnification); and 14.0 (Independent Contractor).

14.0 Independent Contractor

- 14.1 It is expressly agreed that the Clinic is acting as an independent contractor in performing the services hereunder. This Agreement does not create the relationship of employer and employee, or of principal and agent between Manitoba and the Clinic or between Manitoba and any officers, employees or

agents of the Clinic. Likewise this Agreement does not create the relationship of employer and employee, or of principal and agent between the RHA and the Clinic or between the RHA and any officers, employees or agents of the Clinic.

15.0 No Assignment of Agreement

- 15.1 The Clinic shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without first obtaining written permission from the other parties.
- 15.2 This Agreement shall be binding upon the successors and any permitted assigns of the Clinic.

16.0 Entire Agreement

- 16.1 The preamble shall form an integral part of this Agreement.
- 16.2 This document and the attached Schedules and Appendices contain the entire Agreement between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement. In the event of any conflicts or inconsistencies, the provisions of this document shall govern over the Schedules.
- 16.3 A waiver of any breach of a provision hereof shall not be binding upon a party unless the waiver is in writing, and the waiver shall not affect such party's rights with respect to any other or future breach.
- 16.4 The parties agree that the terms of this Agreement are based upon the relationship between the parties existing at the date of this Agreement, and that, by virtue of entering into this Agreement, no party binds itself to contract with the other parties on the same terms in the future.

17.0 Amendments

- 17.1 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by all parties.

18.0 Notices

18.1 Any notice or other communication to the Clinic under this Agreement shall be in writing and shall be delivered personally to the Clinic or an officer or employee of the Clinic or sent by registered mail, postage prepaid, or by way of facsimile transmission, to:

_____ (Print Name)

_____ (Address)

_____ (Fax)

18.2 Any notice or other communication to the RHA under this Agreement shall be in writing and shall be delivered or sent by registered mail, postage prepaid, or by way of facsimile transmission, to:

_____ (Print Name)

_____ (Address)

_____ (Fax)

18.3 Any notice or other communication to Manitoba under this Agreement shall be in writing and shall be delivered or sent by registered mail, postage prepaid, or by way of facsimile transmission, to:

Barbara Wasilewski, Executive Director
Primary Health Care
Manitoba Health, Healthy Living and Seniors
1090 – 300 Carlton Street
Winnipeg, MB R3B 3M9
Fax: 204-943-5305

18.4 Any notice or communication sent by registered mail shall be deemed to have been received on the fifth business day following the date of mailing. If mail service is disrupted by labour controversy, notice shall be delivered personally.

19.0 Applicable Law

- 19.1 This Agreement has been executed and delivered in the Province of Manitoba, and its interpretation, validity and performance shall be construed and enforced in accordance with the laws of Manitoba and of Canada as applicable therein.
- 19.2 The Services are being purchased under this Agreement by the Government of Manitoba, and are therefore not subject to the Federal Goods and Services Tax (Registration Number R107863847). The Clinic represents and warrants that Goods and Services Tax has not been included or quoted in any fees, prices or estimates and shall not be included in any invoice provided, or request for payment under this Agreement.

IN WITNESS WHEREOF the Minister of Health, or designate, for and on behalf of The Government of Manitoba, the RHA, by its duly authorized signing officer, and the Clinic, by its duly authorized signing officer, have signed this Agreement for Funding and Participation in the Interprofessional Team Demonstration Initiative, each on the dates indicated below.

Signed in the presence of:

THE GOVERNMENT OF MANITOBA
as represented by

WITNESS

MINISTER OF HEALTH or designate

DATE

Corporate Seal:

FOR THE CLINIC

WITNESS

SIGNATURE

DATE

WITNESS

SIGNATURE

DATE

FOR THE RHA

WITNESS

SIGNATURE

DATE

Participating Physicians

NAME: _____

SIGNATURE: _____

WITNESS: _____

DATE: _____

NAME: _____

SIGNATURE: _____

WITNESS: _____

DATE: _____

NAME: _____

SIGNATURE: _____

WITNESS: _____

DATE: _____

NAME: _____

SIGNATURE: _____

WITNESS: _____

DATE: _____

NAME: _____

SIGNATURE: _____

WITNESS: _____

DATE: _____

SCHEDULE “A”

CLINIC ROLES AND RESPONSIBILITIES

This is Schedule “A” to the Agreement for Funding and Participation in the Interprofessional Team Demonstration Initiative between the Government of Manitoba, as represented by the Minister of Health and _____ RHA and _____ (the “Clinic”), made effective _____ (the “Agreement”).

A1. Orientation and Supervision of the Interprofessional Team Member

- a. The Clinic will provide orientation and training to the Interprofessional Team Member.
- b. The Clinic will integrate the Interprofessional Team Member into its administrative and clinical processes and will provide direction on matters such as work hours and work focus.
- c. The Clinic will designate a supervising physician to oversee the work of the Interprofessional Team Member, as required, given the Interprofessional Team Member’s scope of practice, background and individual competencies.

A2. Information Management Practices

- a. The Clinic will establish and maintain procedures for entering data on the Attachment (and, if the Clinic so chooses for new patients, the enrolment) of patients (see Appendix 3) and for Primary Care Indicators (used for evaluation of this initiative– see Appendix 2) into the Clinic’s electronic medical record (EMR) to ensure consistent and accurate reporting and to assist with training users.
- b. The Clinic will facilitate the Interprofessional Team Member’s use of the EMR, including providing access to a computer and licensed software.
- c. The Clinic will establish and maintain a plan to monitor data entry quality to ensure Primary Care Indicator data is captured in a consistent and reportable manner on an ongoing basis.
- d. The Clinic will collaborate with the Vendor and the PCIS Office, as may be required, in implementing specifications for EMR programming to support the Primary Care Indicators. The Clinic will implement a new version of the EMR if required in order to support evaluation.

A3. Data Collection and Reporting

- a. The Clinic will consistently follow the Clinic’s data entry procedures (A2.a.) and data monitoring plan (A2.b.) in the documentation of patient attachment/enrolment and entry of Primary Care Indicators.
- b. The Clinic will provide EMR and ITM Data Extracts to Manitoba through its agent, the Manitoba eHealth program of the WRHA, on a quarterly basis through the secure electronic data transmission process established by Manitoba eHealth for

this purpose. Clinics who are also participating in the Physician Integrated Network (PIN) or in the EMR Adoption Program should note that the EMR Data Extract format for this Agreement will be the same as used in those initiatives and only one EMR Data Extract needs to be submitted each period.

- i. The purposes of providing the EMR and ITM Data Extracts are 1) to enable Manitoba to calculate the Net Change in Attachment in order to determine the Variable Payment due to the Clinic, and 2) to facilitate evaluation of the Interprofessional Team Demonstration Initiative.
 - ii. The disclosure to Manitoba by the Clinic and its physicians is authorized under the following sections of *The Personal Health Information Act*:
 - section 22(2)(g)(i), which states that personal health information may be disclosed to another trustee who requires the information to evaluate or monitor the quality of services the other trustee provides; and
 - section 22(2)(i), which states that personal health information may be disclosed to the government, another public body, or the government of another jurisdiction or an agency of such a government, to the extent necessary to obtain payment for health care provided to the individual the personal health information is about.
 - iii. The Clinic will at a minimum submit four complete quarterly EMR Data Extracts per year while this Agreement is in force, each representing a three-month period ending December 31, March 31, June 30 or September 30 of the current Year. Clinics which are not participants in the Physician Integrated Network will submit monthly EMR Data Extracts. All Clinics will submit quarterly ITM Data Extracts.
 - iv. EMR and ITM Data Extracts will be submitted no later than 30 calendar days after the month-end or quarter- end dates indicated in the preceding clause.
 - v. The Clinic will ensure that the EMR Data Extracts include records for Attached Patients and (if the Clinic elects to enroll new patients) Enrolled Patients.
 - vi. The Clinic will ensure that each Data Extract includes all the data elements required for each patient record, as outlined in the most current version of the Manitoba Primary Care Quality Indicators Guide.
 - vii. If a Data Extract does not conform with clause v. or vi. the Clinic will be asked to implement changes to improve data quality. Manitoba and the PCIS Office of Manitoba eHealth will assist the Clinic in resolving its data discrepancies.
- c. The Clinic will record on a monthly basis, and report to Manitoba on a quarterly basis, "Third Next Available Appointment" information, in order to monitor the impact on timely access as part of the evaluation of this initiative.
 - d. The Clinic will complete the Interprofessional Team Demonstration Initiative Event Log and submit it to Manitoba on a quarterly basis.

A4. Patient Attachment and Enrolment

- a. The Clinic will record the addition of New Attached Patients or Enrolled Patients in its EMR as described in Appendix 3.

- b. The Clinic will also update its EMR to reflect that patients are no longer attached where this is the case (e.g. where patients leave the clinic or become deceased), as described in Appendix 3.

A5. Evaluation

- a. The Clinic will participate in the ongoing evaluation of the Interprofessional Team Demonstration Initiative through the activities described in Appendix 2.

A6. Clinic Leadership

- a. The Clinic will identify, at minimum, one individual as a Clinic Lead for the purposes of this initiative. The Clinic Lead may or may not be the physician who supervises the Interprofessional Team Member on a day-to-day basis.
- b. The Clinic Lead(s) will ensure all participating physicians of the Clinic are regularly apprised of the status of the incorporation of the Interprofessional Team Member into the Clinic's practice, the Net Change in Attachment and the status of the evaluation.

A7. Physician Participation

- a. Only the physicians indicated as Participating Physicians in the signature block of this Agreement or added by an amendment to this Agreement are considered to comprise the Clinic, to be parties to this Agreement, and to be in-scope for the Baseline and calculating Net Change in Attachment.
- b. Should the Clinic wish to add a physician who was not a participant as of the Effective Date, the Clinic must send a written request to all other parties of the intent to add the physician to the Agreement with the proposed effective date that he/she would be added. Provided none of the other parties object, Manitoba may agree to amend this Agreement to incorporate the new physician. The Clinic's written notice of intent to add the physician, as well as written confirmation from the new physician and Manitoba shall be attached to this Agreement and will constitute an amendment to this Agreement.
- c. From time to time it is anticipated that a Participating Physician may move from the Clinic, retire, or may no longer wish to participate in the initiative. In such a case, the Participating Physician may be removed from this Agreement by sending written notice to all other parties of his/her intent to move, retire, or no longer participate with the intended effective date of his/her removal from the Agreement. Such written notice shall be attached to this Agreement and will constitute an amendment to this Agreement as of the stated intended effective date.
- d. Manitoba shall provide written confirmation of any amendments as per A7.b. and A7.c. to all parties to this Agreement in a reasonable time period.

A8. Other Contractual Attachment Commitments

- a. This Agreement does not release the Clinic from other commitments to increase the number of patients attached to the Clinic. This includes but is not limited to Clinic participation in a Primary Care Network. Where the Clinic participates in a PCN and utilizes the services of shared PCN resources as provided under a PCN service plan, the contribution of those resources to the Net Change in Attachment is to be accounted for separately from the contribution of the Interprofessional Team Member. Only the contribution of the Interprofessional Team Member is to be used in calculating the portion of the Net Change in Attachment which is to be used for calculating the Variable Payment under this Agreement, as described in Appendix 1.

A9. Support of Family Doctor Connection Program

- a. The Clinic will work in good faith with the RHA's Primary Care Connector to accept patients who have requested a primary care provider through the provincial Family Doctor Connection Program.
- b. Patients accepted through the Family Doctor Connection Program who are attached or enrolled by the Clinic and receive at least one visit subsequent to the Baseline will be considered Newly Attached Patients as described in Appendix 3.

A10. Invoicing

- a. The Clinic will submit invoices for payment of the:
 - i. Stipend to be submitted at the start of each Year, and
 - ii. Variable Payment to be submitted at the end of each Year, if and as payable per terms of Appendix 1.
- b. Invoices may be sent by fax, email, or mail to:

Primary Health Care
Manitoba Health, Healthy Living and Seniors
1090 – 300 Carlton Street
Winnipeg, Manitoba R3B 3M9
ATTN: Administrative Assistant
Fax No: (204) 943-5305
Email: PHC@gov.mb.ca
- c. All invoices shall contain the information illustrated in Appendix 5, satisfactory in form and content to Manitoba.

SCHEDULE “B”
RHA ROLES AND RESPONSIBILITIES

This is Schedule “B” to the Agreement for Funding and Participation in the Interprofessional Team Demonstration Initiative between the Government of Manitoba, as represented by the Minister of Health and _____ RHA and _____ (the “Clinic”), made effective _____ (the “Agreement”).

B1. Hiring the Interprofessional Team Member

- i. The RHA will collaborate with the Clinic to help determine the type of Interprofessional Team Member to hire.
- ii. The RHA will develop the position description, in collaboration with the Clinic.
- iii. The RHA will facilitate recruitment and selection of the Interprofessional Team Member, in collaboration with the Clinic.
- iv. In the event that the Interprofessional Team Member who has been integrated within the Clinic leaves the employ of the RHA, the RHA will use its best efforts to hire a new Interprofessional Team Member as soon as possible.

B2. Payment of Interprofessional Team Member’s Salary and Benefits

- i. The RHA will pay the Interprofessional Team Member’s salary and benefits.

B3. Orientation and Support of Interprofessional Team Member

- i. The RHA will provide the staff member engaged to be an Interprofessional Team Member with an orientation to the RHA and its relevant policies.
- ii. The RHA will address any professional standards, professional development and union issues, if applicable.
- iii. The RHA will work with the Clinic to establish performance expectations for the Interprofessional Team Member, such as number of visits per week;
- iv. The RHA will provide support, as required, to promote interprofessional practice/team development.

B4. Reallocation of Interprofessional Team Member Upon Termination

Upon the termination of this Agreement the RHA will facilitate the engagement of other Clinics in order to place the Interprofessional Team Member with a new Clinic who agrees to participate.

SCHEDULE “C”
MANITOBA ROLES AND RESPONSIBILITIES

This is Schedule “C” to the Agreement for Funding and Participation in the Interprofessional Team Demonstration Initiative between the Government of Manitoba, as represented by the Minister of Health and _____ RHA and _____ (the “Clinic”), made effective _____ (the “Agreement”).

C1. Interprofessional Team Facilitation Toolkit and Training

- i. Through a sub-contract arrangement with the Winnipeg Regional Health Authority (WRHA), Manitoba will provide a Toolkit and supporting documentation and training to enable the RHA to facilitate the engagement of Clinics in the Interprofessional Team Demonstration Initiative and to support them in integrating the Interprofessional Team Member into the Clinic’s operations.

C2. Evaluation

- i. Manitoba will lead and support the evaluation of the Interprofessional Team Demonstration Initiative as outlined in Appendix 2.

C3. Funding for Interprofessional Team Member Salary and Benefits

- i. Manitoba will provide funding to the RHA for payment of the Interprofessional Team Member’s salary and benefits.

C4. Clinic Funding Contribution and Reimbursement

- i. Provided the Clinic performs its obligations under this Agreement, Manitoba will provide a funding contribution as described in Appendix 1.
- ii. Upon the receipt of appropriate documentation as specified by Manitoba, Manitoba will provide reimbursement for travel and lodging required to attend any evaluation meetings, in accordance with the amounts and guidelines set out in the General Manual of Administration for the Province of Manitoba. These amounts will be in addition to the funding contribution.

Appendix “1” Funding Contribution to Clinic

1.0 Clinics will receive a funding contribution from Manitoba in two parts, as identified below:

1.1. Annual Stipend - Contribution to Costs

1.1.1. A Stipend of \$30,000 per annum in Year 1 of the Agreement, and \$20,000 per annum thereafter, payable at the beginning of each contract Year, shall be payable to the Clinic upon receipt of invoice to Manitoba as a contribution to the overhead, supervision and other costs incurred by the Clinic associated with and in relation to engagement of the Interprofessional Team Member. The stipend amount is based on the provision of full-time services by the Interprofessional Team Member (i.e. 1 FTE: 260 8-hour days (2,080 hours) per annum, inclusive of vacation and statutory holidays or such other number of hours as is stipulated in the applicable collective agreement for the Interprofessional Team Member). The Stipend will be pro-rated if the Interprofessional Team Member provides services on a part-time basis. The stipend amount will also be pro-rated if the Agreement is terminated prior to its expiry.

1.2. Variable Payment

1.2.1. A Variable Payment, payable at the end of each contract Year, intended as a further contribution to overhead, supervision and other costs, the amount of which is determined based upon and reflective of the Net Change in Attachment of patients attached to the Clinic since the Baseline Date. The method for determining the Net Change in Attachment is described in Appendix 3.

1.2.2. As stated, the actual Variable Payment will be calculated annually, upon submission of the first EMR data extract after the end of each contract Year and paid to the Clinic upon receipt of invoice to Manitoba. Unless otherwise agreed to in writing by Manitoba, the RHA and the Clinic upon the date of signing this Agreement (and appended hereto), due to the nature of the Clinic’s practice, the Interprofessional Team Member, or other relevant factor, the amount payable for each Year will be determined as indicated in the following table:

Net Increase in Attachment Compared to Baseline	Amount Payable
<200	\$0
200 – 299	\$8,000
300 – 399	\$12,000
400 – 480	\$16,000
481 +	\$20,000

1.3. Payment in the Event of Early Termination

1.3.1. Should the Agreement be terminated prior to its normal termination, as provided in section 12, payment of the Stipend and the Variable Payment will be made on a pro-rated basis for the period since the last Year-end, in the following manner:

1.3.1.1. The Stipend amount and Variable Payment amounts will be determined using the tables in 1.2 of this Appendix as if the next Year-end following the termination date had been reached.

1.3.1.2. The Stipend and Variable Payment amounts determined per 1.3.1.1 will be reduced by multiplying them by the following fraction: the number of complete calendar months since the last Year-end, divided by twelve.

1.4. Payment in the Event of Suspension of Agreement/Extension of the Term

1.4.1. In the event that Manitoba decides to suspend the Agreement or extend the term due to the circumstances described in section 11.2, then:

1.4.1.1. The Variable Payment will continue to be made as described according to section 1.2.3 while the Agreement is suspended.

1.4.1.2. Stipend payments will not be paid while the Agreement is suspended. However, when a new Interprofessional Team Member joins the Clinic the annual Stipend will again apply. The Stipend for the Year in which the new Interprofessional Team Member joins the clinics will be pro-rated based on the number of full months during which an Interprofessional Team Member was working in the Clinic during the contract Year. In subsequent Years of the Agreement, the full Stipend will be payable.

Appendix “2” Participation in Evaluation

1.0 Evaluation Objectives

- 1.1 Since this is a Demonstration Initiative, evaluation and learning are key goals. Evaluation objectives include:
 - 1.1.1. Evaluating the facilitation process and toolkit used to help Clinics explore the potential impact of Interprofessional Team Members with different professional backgrounds on the Clinic;
 - 1.1.2. Evaluating the impact on family physician activities within the Clinic;
 - 1.1.3. Evaluating patient and provider perspectives on the integration of an Interprofessional Team Member into the Clinic;
 - 1.1.4. Evaluating the impact of the Interprofessional Team Member on patient access (Note: there is no accountability to improve timeliness of access under this Agreement, but a goal of evaluation is to identify any impact on timely access);
 - 1.1.5. Evaluating the impact of the Interprofessional Team Member on primary care quality as measured by the Primary Care Indicators (Note: there is no accountability to improve quality of care under this Agreement, but a goal of evaluation is to identify any impact on quality.)

2.0 Use of Quantitative Data for Evaluation

- 2.1 The Clinic agrees to the use of data submitted per section A3 of Schedule A for evaluation of the Interprofessional Team Demonstration Initiative.

3.0 Participation in Qualitative Evaluation Activities

- 3.1 The Clinic members agree to actively participate in evaluation activities such as a provider survey, provider focus group and/or provider interviews, and to help facilitate patient participation in similar evaluation activities.

4.0 Sharing of Evaluation Results and Lessons Learned

- 4.1 The Clinic agrees to the sharing of evaluation results, including both quantitative and qualitative information, with other any interested parties as long as the Clinic-specific results are designated anonymously (e.g. Clinic ‘A’) or are aggregated with the results of other Clinics.

Appendix “3” Measuring Attached Patients

1. Baseline Measurement of Attached Patients

1.1 As part of the process leading to signing of this Agreement, the Clinic and Manitoba exchanged information concerning patients for whom there was evidence of attachment. Based on this information and related discussion, the Clinic and Manitoba agreed upon the list of patients who were considered to be attached as of the Baseline or starting point for measurement of changes in attachment. The Baseline List of Attached Patients is described in Appendix 4.

2. Recording Attachment of New Patients Subsequent to the Baseline

2.1 The Clinic will record the attachment of all new patients accepted for ongoing primary care from the time the Baseline List of Attached Patients is established until the termination of this Agreement.

2.2 The Clinic will do so by establishing an EMR record for each New Attached Patient and

2.2.1 If the Clinic chooses to enroll new patients – i.e. to have an enrolment discussion with each new patient – and the patient and Clinic reach mutual agreement to establish an ongoing primary care relationship, the Clinic will record this fact by entering the date of the enrolment conversation in the Enrolment Start Date field in its EMR record for that patient; or

2.2.2 If the Clinic chooses not to enrol new patients, the Clinic will enter in the appropriate field in that patient’s EMR record the name of the clinician who will provide regular ongoing primary care for that patient; or, if the patient will be provided ongoing primary care by the Clinic as a whole and not by an individual clinician, the Clinic will enter “Clinic” in this field.

2.3 The Clinic agrees not to enter a clinician name in the field referred to in clause 2.2.2 for patients whom it has not accepted for ongoing primary care but to whom it provides episodic care.

2.4 The Clinic agrees that, if it implements a new EMR version for which the procedures noted in the prior sections 2.2 and 2.3 must change, the Clinic will adopt the relevant new procedures to record newly attached patients. The new procedures will be attached to this Agreement as a schedule.

3. Recording that a Patient Is No Longer Attached to the Clinic or One of Its Clinicians

3.1 When the Clinic or patient decides that a patient will no longer be provided ongoing primary care by the Clinic, or the patient becomes deceased, the Clinic will remove the name of the clinician (or the word “Clinic” if the patient was attached to the Clinic as a whole) from the field in that patient’s record referred to in 2.2.2, prior to running and submitting the next EMR data extract.

4. Calculation of Net Change in Attachment

4.1 Clinics will submit data extracts as described in Schedule A, but the Net Change in Attachment will only be calculated for purposes of the Variable Payment using the extract immediately following the contract Year-end, while the Agreement remains in force.

4.2 The Net Change in Attachment will be calculated according to the following steps:

4.2.1 The patients of the Clinic shown as attached or enrolled in the current EMR extract will form the New List of Attached Patients.

4.2.2 Any patients who are included in the New List of Attached Patients but are deceased or no longer residents of Manitoba according to the Manitoba Health Insurance Registry will be removed from the New List of Attached Patients.

4.2.3 Any patients in the New List of Attached Patients who have not been seen by the Clinic since the Effective Date, as reflected in billing data, will be removed from the New List of Attached Patients.

4.3 The number of patients in the Baseline List of Attached Patients will then be subtracted from the number of patients remaining in the New List of Attached Patients, to calculate the Net Change in Attachment.

4.4 For additional clarity, the obligation of a Clinic to attain a specific attachment level under the Agreement is in addition to any other attachment obligations that the Clinic may have. A Net Change in Attachment calculated for the purposes of the Agreement may not be used for the purpose of satisfying any other contractual attachment obligations or commitments which the Clinic may have.

5. Attribution of Net Change in Attachment

5.1. Where the Clinic participates in a Primary Care Network as well as the Interprofessional Team Demonstration Initiative, each New Attached Patient can only be attributed to either the PCN or ITDI. Unless otherwise agreed to between the parties and included as an amendment to this Agreement, the following method will be used to attribute the Net Change in Attachment to ITDI or PCN:

a) $(\text{Hours provided to the Clinic by ITM} / \text{Total Hours provided to the Clinic by ITM and all PCN provider resources}) \times 100 = \text{Percentage of the total increase in attachment attributed to the ITM for this Agreement}$

b) $(\text{Hours provided to the Clinic by all PCN provider resources} / \text{Total Hours provided to the Clinic by ITM and all PCN provider resources}) \times 100 = \text{Percentage of the total increase in attachment attributed to all PCN provider resources for the PCN}$

c) The percentage of professional services provided to the Clinic by the Interprofessional Team Member and the percentage of professional services provided to the Clinic by shared PCN provider resources will each be calculated based on the number of hours of service provided by these resources to the Clinic for the Year. For example, if the ITM provided 2080 hours to the Clinic for the Year and all PCN provider resources collectively

provided 520 hours to the Clinic for the Year, then 80% (2080/2600) of the Net Change in Attachment would be attributed to ITDI and 20% (520/2600) would be attributed to PCN.

- d) The information on the number of hours provided to the Clinic by all shared PCN provider resources and the ITM will be recorded weekly and taken from the PCN event log and the ITDI event log.

Appendix “4”
Baseline Attachment Information

The parties agreed on _____ that the number of patients in the Baseline List of Attached Patients was _____.

The parties agreed to share the following information on the patients who were included in the Baseline, for greater certainty in calculating the Net Increase in Attachment

PHIN	Patient Name	Clinician to Whom Patient Is Attached

**Appendix “5”
Invoice Sample**

Clinic Name
Clinic Contact Names
Clinic Address
Clinic Phone, Fax, Email

INVOICE

Primary Health Care
Manitoba Health, Healthy Living and Seniors
1090 – 300 Carlton Street
Winnipeg, Manitoba R3B 3M9

Fax No: (204) 943-5305
Email: PHC@gov.mb.ca

ATTN: Administrative Assistant

DATE	DESCRIPTION	AMOUNT
01 Sept 2015	Interprofessional Team Demonstration Initiative Year 2 Annual Stipend	\$20,000.00
	TOTAL:	\$20,000.00