

Agreement for Funding and Participation in the Interprofessional Team Demonstration Initiative

This Agreement made effective as of _____, 2015.

BETWEEN:

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

- and -

NORTHERN REGIONAL HEALTH AUTHORITY
(called the "RHA")

WHEREAS one of Manitoba Health, Healthy Living and Seniors (MHLS)'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 primary care clinics as members of an Interprofessional Team;

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 the RHA wishes to participate in the Interprofessional Team Demonstration Initiative (ITDI) and integrate non-physician providers within interprofessional teams in primary care clinics operated by the RHA, as an adjunct to its participation in Primary Care Networks (PCNs);

AND WHEREAS interprofessional teams 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 RHA 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 and the RHA 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 9.0 or suspended or extended under section 8.0.

2.0 Definitions

- 2.1 The following definitions apply for this Agreement:

- (a) **“Attached Patient”** means a patient who is considered to be receiving ongoing primary care from the RHA Clinic and has been identified and recorded as such according to the process described in Appendix “2”;
- (b) **“Baseline List of Attached Patients” or “Baseline”** means the list of patients agreed to be attached to the RHA 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;
- (c) **“RHA Clinic”** means the clinic operated by the RHA at [REDACTED], Manitoba and includes all RHA Clinic staff, as well as the Interprofessional Team Member;
- (d) **“Effective Date”** means the date as of which this Agreement is intended to take effective as first written above;
- (e) **“EMR Data Extract”** means an extract of primary care data produced by the RHA’s EMR, and provided to Manitoba eHealth, as MHLS’s agent, as described in Schedule A;
- (f) **“EMR”** means the Electronic Medical Record software used by the RHA within the RHA Clinic;
- (g) **“Enrolled Patient”** means a patient with whom the RHA has reached an explicit agreement that the RHA Clinic will be that patient’s provider of regular, ongoing primary care, and which outcome has been documented by the RHA Clinic in its EMR as described in Appendix “2”. Enrolment of patients is optional for the RHA;
- (h) **“Interprofessional Team Demonstration Initiative (ITDI)”** means the provincial initiative, participation in which is governed by this Agreement;
- (i) **“Interprofessional Team Member (ITM)”** means the non-physician clinician employed by the RHA who is made available to the RHA Clinic to assist in providing primary care within the RHA Clinic;

- (j) **“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;
- (k) **“Manitoba Primary Care Quality Indicators Guide”** means the document provided by MHHLS 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>
- (l) **“Net Change in Attachment”** means the net increase in the number of patients attached to the RHA Clinic (including any Enrolled Patients) between the Baseline and a particular subsequent measurement of attachment, as described in Appendix “2”;
- (m) **“New Attached Patient”** means a patient attached or enrolled subsequent to the Baseline and seen at least once by the RHA Clinic since the Effective Date;
- (n) **“New List of Attached Patients”** means the list of patients indicated as Attached or Enrolled in an EMR Data Extract submitted by the RHA Clinic subsequent to the determination of the Baseline List of Attached Patients;
- (o) **“Clinic Lead”** means the individual designated by the RHA to act as the key contact for the RHA Clinic with the RHA and with MHHLS regarding this Agreement and the incorporation of the Interprofessional Team Member into the RHA Clinic;
- (p) **“Primary Care Indicator”** means an individual measure as outlined in the Manitoba Primary Care Quality Indicators Guide;
- (q) **“The PCIS Office”** means the Manitoba eHealth staff responsible for Primary Care Information System (PCIS) initiative;
- (r) **“Vendor”** means the RHA’s provider of EMR software;
- (s) **“Year”** means Year 1 or Year 2 or Year 3 of this Agreement;
- (t) **“Year 1”** means the twelve-month period beginning as of the Effective Date and ending twelve months later;

- (u) **“Year 2”** means the twelve-month period beginning as of the end of Year 1 and ending twelve months later;
- (v) **“Year 3”** means the twelve month period beginning as of the end of Year 2 and ending 12 months later; and
- (w) **“this Agreement”** means this document and all referenced Schedules and Appendices.

3.0 Obligations of the RHA

3.1 The RHA agrees to:

- (a) undertake, carry out and complete all of the roles and responsibilities set out or otherwise described in Schedule “A” – RHA Roles and Responsibilities;
- (b) ensure that an RHA Clinic physician provides day-to-day direction and medical supervision as required, based on the Interprofessional Team Member’s scope of practice, background, individual competencies and the role which the RHA assigns to the Interprofessional Team Member;
- (c) exercise its best efforts to achieve a minimum of 500 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 500 new patients if possible, over the term of the Agreement;
- (d) provide professional support and guidance to the RHA Clinic staff, and the Interprofessional Team Member as necessary;
- (e) facilitate access to RHA services; and
- (f) comply with all other applicable terms and conditions of this Agreement.

4.0 Obligations of Manitoba

4.1 Provided the RHA performs its obligations under this Agreement, Manitoba agrees to:

- (a) undertake, carry out and complete all of the roles and responsibilities set out or otherwise described in Schedule “B” – Manitoba Roles and Responsibilities; and
- (b) comply with all other applicable terms and conditions of this Agreement.

4.2 Manitoba’s funding responsibility to the RHA with respect to the Interprofessional Team Demonstration Initiative is limited to providing funding to the RHA as specified in B3.a. of Schedule “B”.

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

4.4 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.

5.0 Records, Documents, and Information

5.1 The RHA agrees that all records pertaining to the attachment of patients and service provided to patients by the RHA Clinic shall be available to MHLS 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*.

5.2 Where an examination of records by Manitoba under 5.1 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 terminate this Agreement under section 9.0.

5.3 Manitoba shall have access to all written reports produced or prepared by or for the RHA for presentation to third parties in connection with the activities contemplated by this Agreement. The RHA agrees to provide to Manitoba copies of any of the foregoing upon Manitoba's request. Manitoba shall not disclose such reports without the RHA's consent, which shall not be unreasonably withheld.

6.0 Confidentiality of Information

6.1 The RHA 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 RHA and any officers, employees or agents of the RHA:

- (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).

6.2 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.

7.0 RHA Responsibility and Indemnification

7.1 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.

7.2 The RHA shall be solely responsible for and shall save harmless and indemnify Manitoba, its Ministers, 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 Interprofessional Team Demonstration Initiative, including, without limitation, any breach of the confidentiality, protection of privacy or security requirements, as detailed in Section 6.0 hereof.

8.0 Suspension or Extension

8.1 Manitoba may suspend or extend the time frames for this Agreement in writing if necessary by reason of circumstances beyond the control of the RHA or through no fault of the RHA.

8.2 In particular, should the Interprofessional Team Member leave the employ of the RHA, or be unavailable to provide service to the RHA Clinic due to a long-term

disability, Manitoba may extend the term of this Agreement by the duration for which the RHA is without the services of the Interprofessional Team Member.

9.0 Termination Rights

- 9.1 Any party may terminate this Agreement prior to the end of its normal term, provided that it sends the other party written notice ninety (90) days in advance of the termination date.
- 9.2 Upon the termination of this Agreement, the RHA will use its best efforts to place the Interprofessional Team Member in another qualifying primary care facility as soon as possible.

10.0 Survival of Terms

- 10.1 Those provisions which by their very nature are intended to survive the termination or expiration of this Agreement shall survive, including without limitation: Sections 5.0 (Records, Documents, and Information); 6.0 (Confidentiality of Information); and 7.0 (RHA Responsibility and Indemnification).

11.0 Independent Contractor

- 11.1 It is expressly agreed that the RHA is an independent contractor. This Agreement does not create the relationship of employer and employee, or of principal and agent between Manitoba and the RHA or between Manitoba and any officers, employees or agents of the RHA.

12.0 No Assignment of Agreement

- 12.1 The RHA shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without first obtaining written permission from Manitoba.
- 12.2 This Agreement shall be binding upon the successors and any permitted assigns of the RHA.

13.0 Entire Agreement

- 13.1 The preamble shall form an integral part of this Agreement.
- 13.2 This document and the attached Schedules and Appendices contain the entire Agreement between the parties with respect to the Interprofessional Team Demonstration Initiative. 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.
- 13.3 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.

14.0 Amendments

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

15.0 Notices

15.1 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)

15.2 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

15.3 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.

16.0 Applicable Law

16.1 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.

IN WITNESS WHEREOF the Minister of Health, or designate, for and on behalf of The Government of Manitoba, and the RHA, 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

FOR THE RHA

WITNESS

Per: _____
Signature

Position

Date

SCHEDULE “A”
RHA 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 the Northern Regional Health Authority, made effective _____ (the “Agreement”).

A1. Hiring the Interprofessional Team Member

- a. The RHA will collaborate with MHHS and the RHA Clinic staff to help determine the type of Interprofessional Team Member to hire.
- b. The RHA will develop the position description, in collaboration with MHHS and the RHA Clinic staff.
- c. The RHA will recruit and select the Interprofessional Team Member, with input from the RHA Clinic staff.
- d. In the event that the Interprofessional Team Member who has been integrated within the RHA 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.

A2. Payment of Interprofessional Team Member’s Salary and Benefits

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

A3. Orientation and Support of Interprofessional Team Member

- a. The RHA will provide the staff member engaged to be an Interprofessional Team Member with an orientation to the RHA and its relevant policies.
- b. The RHA will orient, train and integrate the Interprofessional Team Member into the RHA Clinic’s administrative and clinical processes and will provide direction on matters such as work hours and work focus.
- c. The RHA will designate a supervising physician within the RHA Clinic to oversee the work of the Interprofessional Team Member, as required, given the Interprofessional Team Member’s scope of practice, background and individual competencies.
- d. The RHA will address any professional standards, professional development and union issues, if applicable.
- e. The RHA will establish performance expectations for the Interprofessional Team Member, such as number of visits per week;

- f. The RHA will provide support, as required, to promote interprofessional practice/team development.

A4. Information Management Practices

- a. The RHA will establish and maintain procedures for entering data on the Attachment (and, if the RHA so chooses for new patients, the enrolment) of patients (see Appendix “2”) and for Primary Care Indicators (used for evaluation of this initiative– see Appendix “1”) into the RHA’s electronic medical record (EMR) to ensure consistent and accurate reporting and to assist with training users.
- b. The RHA will facilitate the Interprofessional Team Member’s use of the EMR, including providing access to a computer and licensed software.
- c. The RHA 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 RHA 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 RHA will implement a new version of the EMR if required in order to support evaluation.

A5. Data Collection and Reporting

- a. The RHA will consistently follow the RHA’s data entry procedures (A4.a.) and data monitoring plan (A4.b.) in the documentation of patient attachment/enrolment and entry of Primary Care Indicators.
- b. The RHA will provide EMR and ITM Data Extracts to MHHLS 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.
 - i. The purposes of providing the EMR and ITM Data Extracts are 1) to enable MHHLS to calculate the Net Change in Attachment, and 2) to facilitate evaluation of the Interprofessional Team Demonstration Initiative.
 - ii. The disclosure to MHHLS by the RHA 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 RHA will submit monthly EMR Data Extracts and quarterly ITM Data Extracts while this Agreement is in force.
 - iv. EMR and ITM Data Extracts will be submitted no later than 30 calendar days after the month-end.
 - v. The RHA will ensure that the EMR Data Extracts include records for Attached Patients and (if the RHA elects to enroll new patients) Enrolled Patients.
 - vi. The RHA 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 RHA will be asked to implement changes to improve data quality. MHHLS and the PCIS Office of Manitoba eHealth will assist the RHA in resolving its data discrepancies.
- c. The RHA will record on a monthly basis, and report to MHHLS 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 RHA will complete the Interprofessional Team Demonstration Initiative Event Log and submit it to MHHLS on a quarterly basis.

A6. Patient Attachment and Enrolment

- a. The RHA will record the addition of New Attached Patients or Enrolled Patients in its EMR as described in Appendix “2”.
- b. The RHA 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 “2”.

A7. Evaluation

- a. The RHA will participate in the ongoing evaluation of the Interprofessional Team Demonstration Initiative through the activities described in Appendix “1”.

A8. RHA Clinic Leadership

- a. The RHA will identify, at minimum, one individual as a RHA Clinic Lead for the purposes of this initiative. The RHA 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 physicians of the RHA Clinic are regularly apprised of the status of the incorporation of the Interprofessional Team Member into the RHA Clinic’s practice, the Net Change in Attachment and the status of the evaluation.

A9. Other Contractual Attachment Commitments

- a. This Agreement does not release the RHA from other commitments to increase the number of patients attached to the RHA. This includes but is not limited to participation in a Primary Care Network (PCN), where the RHA Clinic is part of 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 attributed to IDTI under this Agreement.

A10. Support of Family Doctor Connection Program

- a. The RHA Clinic physicians and staff 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 Finder.
- b. Patients accepted through the Family Doctor Finder who are attached or enrolled by the RHA Clinic physicians or nurse practitioners and receive at least one visit subsequent to the Baseline will be considered Newly Attached Patients as described in Appendix "2".

SCHEDULE “B”
MANITOBA 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 the Northern Regional Health Authority, made effective _____ (the “Agreement”).

B1. Interprofessional Team Facilitation

- a. Offer tools to assist with the selection and integration of an interprofessional provider and otherwise support the RHA to integrate the Interprofessional Team Member into the RHA Clinic’s operations.

B2. Evaluation

- a. Manitoba will lead and support the evaluation of the Interprofessional Team Demonstration Initiative as outlined in Appendix “1” and subsequently share feedback and lessons learned as a result of evaluation activities.

B3. Funding for Interprofessional Team Member Salary and Benefits

- a. Manitoba will provide funding to the RHA for payment of salary and benefits to the Interprofessional Team Member, who will be the RHA’s employee.

Appendix “1” 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 a clinic;
 - 1.1.2. Evaluating the impact on family physician activities within a clinic;
 - 1.1.3. Evaluating patient and provider perspectives on the integration of an Interprofessional Team Member into a 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 RHA agrees to the use of data submitted per section A5 of Schedule A for evaluation of the Interprofessional Team Demonstration Initiative.

3.0 Participation in Qualitative Evaluation Activities

- 3.1 The RHA agrees to, and to ensure that the RHA Clinic staff do, 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 RHA agrees to the sharing of evaluation results, including both quantitative and qualitative information, with any other interested parties as long as the RHA Clinic-specific results are designated anonymously (e.g. Clinic 'A') or are aggregated with the results of other clinics.

Appendix “2” Measuring Attached Patients

1. Baseline Measurement of Attached Patients

1.1 As part of the process leading to signing of this Agreement, the RHA and Manitoba exchanged information concerning patients for whom there was evidence of attachment. Based on this information and related discussion, the RHA 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 “3”.

2. Recording Attachment of New Patients Subsequent to the Baseline

2.1 The RHA 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 RHA will do so by establishing an EMR record for each New Attached Patient and

2.2.1 If the RHA chooses to enroll new patients – i.e. to have an enrolment discussion with each new patient – and the patient and RHA reach mutual agreement to establish an ongoing primary care relationship, the RHA 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 RHA chooses not to enrol new patients, the RHA 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 RHA Clinic as a whole and not by an individual clinician, the RHA will enter “Clinic” in this field.

2.3 The RHA 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 RHA 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 RHA 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 RHA Clinic or One of Its Clinicians

3.1 When the RHA or patient decides that a patient will no longer be provided ongoing primary care by the RHA Clinic, or the patient becomes deceased, the RHA will remove the name of the clinician (or the word “Clinic” if the patient was attached to the RHA 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 The Net Change in Attachment will be calculated according to the following steps:

- 4.1.1 The patients of the RHA clinic shown as attached or enrolled in the current EMR extract will form the New List of Attached Patients.
- 4.1.2 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.
- 4.1.3 Any patients in the New List of Attached Patients who have not been seen by the RHA Clinic since the Effective Date, as reflected in billing data, will be removed from the New List of Attached Patients.

4.2 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.

4.3 For additional clarity, the obligation of the RHA to attain a specific attachment level under this Agreement is in addition to any other attachment obligations that the RHA 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 RHA may have.

5. Attribution of Net Change in Attachment

5.1. Where the RHA 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) $(\text{Hours provided to the RHA Clinic by ITM} / \text{Total Hours provided to the RHA Clinic by ITM and all PCN provider resources}) \times 100 = \text{Percentage of the total increase in attachment attributed to the ITM for this Agreement}$
- b) $(\text{Hours provided to the RHA Clinic by all PCN provider resources} / \text{Total Hours provided to the RHA Clinic by ITM and all PCN provider resources}) \times 100 = \text{Percentage of the total increase in attachment attributed to all PCN provider resources for the PCN}$
- c) The percentage of professional services provided to the RHA Clinic by the Interprofessional Team Member and the percentage of professional services provided to the RHA Clinic by shared PCN provider resources will each be calculated based on the number of hours of service provided by these resources to the RHA Clinic for the Year. For example, if the ITM

provided 2080 hours to the RHA Clinic for the Year and all PCN provider resources collectively provided 520 hours to the RHA 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 RHA 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.

