

PHYSICIAN SERVICES MASTER AGREEMENT

(Amendment No. 1)

COPY

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA
SCOTIA, as represented by the Minister of Health and Wellness ("DHW")**

OF THE FIRST PART

-and-

**THE MEDICAL SOCIETY OF NOVA SCOTIA represented by the President of
the Medical Society operating as Doctors Nova Scotia ("DNS")**

OF THE SECOND PART

DATED AS AT APRIL 1, 2011

WHEREAS DHW and DNS executed a Physician Services Master Agreement ("the Agreement") on October 29, 2008;

AND WHEREAS Article 2(a) provided for the Agreement to commence on April 1, 2008 and to continue in effect for a period of five years, terminating on March 31, 2013;

AND WHEREAS DHW and DNS have agreed to amend the Agreement and extend the term of the Agreement in accordance with the terms and conditions of this amendment to the Agreement ("the Amendment").

THEREFORE in consideration of the premises and of the terms and conditions of this Amendment, the Parties agree as follows:

1. DEFINITIONS

- a) In this Amendment, all words have the same meaning as in the Agreement and, in particular, the definitions in Article 1 of the Agreement shall apply in their entirety and without amendment.

2. TERM OF AMENDMENT

- a) This Amendment shall take effect as at April 1, 2011 and the Agreement as amended by this Amendment shall continue and remain in force for an additional period of two (2) years beyond the period provided for in Article 2(a) of the Agreement such that the Agreement shall now terminate on March 31, 2015; and
- b) On expiry of the term of the Agreement as amended by this Amendment, the Tariff then in effect on March 31, 2015 and the provisions of Article 5(a) and 5(b) of the Agreement shall remain in effect until such time as the Parties agree upon a new Agreement, or a new Agreement is established pursuant to Article 5(a) of the Agreement.

3. DEFERRAL OF FUNDING

- a) The Parties agree:
 - i) That all funding required to be provided by DHW as of March 31, 2011 pursuant to the terms and conditions of Schedules A through Y, inclusive, of the Agreement, shall continue to be paid by DHW during each of the years commencing April 1, 2011 and April 1, 2012 and be considered a base level of funding for each year;
 - ii) That all Incremental New Funding, additional funding, increase in fees or payments of any kind required to be made in accordance with the terms and

conditions of Schedule A through Y, inclusive, of the Agreement during the year commencing April 1, 2011 and terminating March 31, 2012 shall be deferred until the year commencing April 1, 2013 at which time the funds not to exceed \$21,600,000 shall be paid by DHW; and

- iii) That all Incremental New Funding, additional funding, increase in fees or payments of any kind required to be made in accordance with the terms and conditions of Schedule A through Y, inclusive, of the Agreement during the year commencing April 1, 2012 and terminating March 31, 2013 shall be deferred until the year commencing April 1, 2014 at which time the funds not to exceed \$23,600,000 shall be paid by DHW.

4. SURPLUS

- a) The Parties agree that all monies required to be paid by DHW pursuant to the terms and conditions of Schedules A through Y, inclusive, of the Agreement up to March 31, 2011 which remain unpaid as at that date shall be added to the Retention and Recruitment Fund as a one-time payment to be expended on jointly agreed initiatives as determined and approved by the MASG.

5. PAYMENT INCREASE

- a) The Parties agree:
 - i) That the total funding paid by DHW pursuant to the Agreement during the year commencing April 1, 2011 and terminating March 31, 2012 shall be increased by 1%, which is equal to \$5,711,000 on April 1, 2011;
 - ii) That the total funding paid by DHW pursuant to the Agreement during the year commencing April 1, 2012 and terminating March 31, 2013 shall be increased by an additional 1%, equal to \$ 5,768,110 on April 1, 2012; and
 - iii) That the funding provided for in Article 5(a)(i) and (ii) shall be initially applied in each of the two years to a 1% increase to the Unit Value System. Any funds remaining unpaid on March 31 in each of 2012 and 2013 shall be applied and used to offset any overexpenditures occurring in Schedules A through Y, inclusive, of the Agreement in each of the two years.

6. AMENDMENT

- a) Except as specifically amended by this Amendment, the Agreement, including the attached Schedules, shall continue in full force and effect and the Agreement as amended by this Amendment shall hereinafter be referred to as the Agreement.

7. BENEFIT AND BINDING

- a) This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

DATED at Halifax, in the Halifax Regional Municipality, Province of Nova Scotia, on this 30th day of March, 2011.

SIGNED, SEALED AND DELIVERED
in the presence of

Shelley Anderson
Witness

D. McAllister
Witness

James Moore
Witness

) HER MAJESTY THE QUEEN in right of
) the Province of Nova Scotia as
) represented in this behalf by the
) Department of Health and Wellness
)

) *Nauman Khan*
) Minister of Health and Wellness
)

) Sept. 16, 2011 Date
)

) MEDICAL SOCIETY OF NOVA SCOTIA
)

) *Jane Brooks*
) Dr. Jane Brooks, Chair, Board of Directors
)

) August 19, 2011 Date
)

) *John Chiasson*
) Dr. John Chiasson, President
)

) August 17, 2011 Date
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