

This **AGREEMENT** dated the 21st day of August, 2023

CLINICAL ACADEMIC FUNDING PROGRAM AGREEMENT

BETWEEN:

HIS MAJESTY THE KING in the right of the Province of Nova Scotia, as represented by the Minister of Health and Wellness (hereinafter called the “Minister”)

OF THE FIRST PART

- and -

DOCTORS NOVA SCOTIA, as represented by the President and Chair, Board of Directors (hereinafter called “DNS”)

OF THE SECOND PART

- and -

NOVA SCOTIA HEALTH AUTHORITY and/or the **IWK HEALTH CENTRE**, as represented by the Chief Executive Officer(s) (hereinafter called the “Health Authority”)

OF THE THIRD PART

- and -

DALHOUSIE UNIVERSITY, on behalf of the Faculty of Medicine (hereinafter called the “University”)

OF THE FOURTH PART

- and -

DR. CHRISTINE SHORT, Head of Department of Medicine at the Faculty of Medicine at Dalhousie University and Head of the Department of Medicine at the Health Authority and Chair of the Committee of C/AFP Department Heads, on behalf of the Committee (hereinafter called the “CC/AFPDH”)

OF THE FIFTH PART

PREAMBLE

WHEREAS the DHW has the responsibility and authority, pursuant to the *Health Services and Insurance Act*, RSNS 1989, c 197, as amended, to negotiate in good faith compensation for insured medical services with professional organizations representing providers and may establish fees or other systems of payment for insured medical services and, with the approval of the Governor-in-Council, may authorize payment in respect thereof;

AND WHEREAS pursuant to the *Doctors Nova Scotia Act*, S.N.S. 1995-96, c.12; as amended 2012, c.26, Doctors Nova Scotia is recognized as the sole bargaining agent for any and all duly qualified medical practitioners in the Province of Nova Scotia;

AND WHEREAS C/AFP Physicians are members of the C/AFP Departments as well as the Faculty of Medicine for the University and in such dual capacity carry out a combination of integrated clinical, teaching, research and administrative activities for which a system of payment other than fee for service is appropriate;

AND WHEREAS the Parties acknowledge that a primary purpose of this Agreement is to facilitate the provision of an integrated delivery of clinical care, education, research and ancillary administrative services by the Departments;

WITNESSETH that the Parties hereto agree as follows:

1.0 DEFINITIONS

- a. "C/AFP" means Clinical Academic Funding Plan.
- b. "C/AFP Physician(s)" means Full-time C/AFP Physician(s) and Part-time C/AFP Physician(s).
- c. "CC/AFPDH" means the Committee of C/AFP Department Heads.
- d. "Agreement" means this Agreement including all schedules and appendices, and any amendments thereto in accordance with this Agreement.
- e. "Annual Funding" means funding from the Minister, the Health Authorities, and the University directly to a Department as set out in the Schedules for each Department as attached hereto.
- f. "Billing Number(s)" means the billing number(s) and/or business arrangement(s) assigned to a physician pursuant to the Medical Services Insurance Plan for Department activities.
- g. "Clinical Services Reporting" means the reported billings of a C/AFP Physician of insured services encounter information to MSI in the form prescribed by the Department of Health and Wellness.
- h. "Day(s)" means calendar day(s).
- i. "Deliverables" means those Deliverables set out in the Schedules and deliverables to be determined in accordance with the C/AFP Memorandum of Agreement, in Appendix 6.
- j. "Department" means all C/AFP departments and includes C/AFP divisions of current non-C/AFP academic departments.
- k. "Department Head" means the individual or individuals appointed Head of a Department at the Health Authority and Head of a Department in the Faculty of Medicine at the University, or anyone authorized to act in the stead of this individual(s). For the purposes of this Agreement, Department Head includes an individual appointed Head of a Division that is a C/AFP Division within a non-C/AFP Department.
- l. "Department Practice Plan" and "C/AFP Practice Plan" means the internal

arrangement agreed to by the C/AFP Physicians in a Department or a division within a Department, with respect to the roles and responsibilities of the C/AFP Physicians, and which includes the mechanism for determining the responsibilities and payment mechanism of the C/AFP Physicians within the C/AFP Department or division.

- m. “DHW” means the Nova Scotia Department of Health and Wellness.
- n. “Effective Date” means April 1, 2023.
- o. “Expiry Date” means March 31, 2027.
- p. “FFS Department” means any academic department or division operating under a fee-for-service payment structure.
- q. “Faculty of Medicine” means the Faculty of Medicine at the University.
- r. “Full-time C/AFP Physician” means a medical practitioner who is qualified and Royal College of Physicians and Surgeons of Canada or College of Family Physicians Canada certified or equivalent to practice medicine (listed in the applicable register of the College of Physicians and Surgeons of Nova Scotia), and has the necessary training to carry out their assigned Department activities and who is a member of a Department at the Health Authority and who holds an academic appointment with a Department in the Faculty of Medicine at the University and who participates in the C/AFP practice plan.
- s. “Health Authority” means the Nova Scotia Health Authority or the IWK Health Centre, as appropriate.
- t. “Physician Agreement” means the agreement between DNS and the Minister dated as above and as amended from time to time, attached hereto as Appendix 7, and any successor agreements during the term of this Agreement.
- u. “Minister” means the Minister of the Department of Health and Wellness.
- v. “MSI Plan” means the Medical Services Insurance Plan administered by or on behalf of the Minister for payment to C/AFP Physicians for providing insured professional services pursuant to this Agreement.
- w. “MSU” means Medical Service Unit as defined in the Physician Agreement.
- x. “PAMG” means the Physician Agreement Management Group established under Article 6 of the Physician Agreement;
- y. “Part-time C/AFP Physician” means a medical practitioner who is fully qualified and Royal College of Physicians and Surgeons of Canada or College of Family Physicians Canada certified or equivalent to practice medicine (listed in the applicable register of the College of Physicians and Surgeons of Nova Scotia), and has the necessary training required to carry out their assigned Department activities and who is a member of a Department at the Health Authority and who holds an academic appointment with a Department in the Faculty of Medicine at the University and who participates in the C/AFP practice

plan, but whose work with a C/AFP Department is less than that of a 1.0 FTE.

- z. “Reciprocal Billing” means billings received by the Province of Nova Scotia from extra- Provincial sources for medical services rendered by a C/AFP Physician, such services having been provided to residents of other Provinces, excluding the Province of Quebec.
- aa. “Replacement MD Committee” means the joint Committee of the DHW/NSHA/IWK that reviews and approves requests to replace a physician FTE.
- bb. “Year” means April 1st of one calendar year to March 31st of the next calendar year.

2.0 RESPONSIBILITIES OF THE PARTIES

- (a) It is the mutual intent of the Parties that this Agreement benefit all the Parties while enhancing patient care and advancing education and research in an integrated setting and, accordingly, each Party will act in good faith and make all reasonable efforts to achieve those ends. In order to achieve the goal of providing quality healthcare, all of the Parties acknowledge the need to recruit and retain well-qualified healthcare providers.
- (b) Pursuant to section 7 of the *Doctors Nova Scotia Act*, S.N.S. 1995-96, c.12; as amended 2012, c.26, and other applicable authority, DHW recognizes DNS as the sole bargaining agent for any and all duly qualified medical practitioners in the Province of Nova Scotia who provide Insured Medical Services that are funded through DHW and/or a Health Authority.
- (c) The Parties agree to negotiate in good faith and make every reasonable effort to conclude a subsequent agreement prior to the expiry of this Agreement.

3.0 DELIVERABLES

- 3.1 The Minister, the Health Authority, and the University each agree to provide their portion of the Annual Funding in accordance with this Agreement and the Schedules and the Department and the C/AFP Physicians agree to provide the Deliverables as outlined in the appropriate Schedule and determined in accordance with the C/AFP MOA, in Appendix 6, and overseen by the appropriate Department Head.

4.0 OUT OF PROVINCE BILLING

- 4.1 The Department shall make all reasonable efforts to ensure that 100% of all out of province billings (“OPB”) is completed and submitted for payment to the Department of Health and Wellness. The C/AFP Physicians’ OPB shall be audited by MSI on an annual basis to ensure compliance with DHW rules governing OPB and will assist with any audit that DHW undertakes. In the event that the audit reveals actual OPB of less than 95% of the OPB which the Minister considers to be eligible OPB, the Minister shall recover such unbilled amounts from monies otherwise payable to the Department pursuant to this Agreement. OPB applies to clinical services rendered by a C/AFP to a person who is not a resident of Nova Scotia where such services were provided within the

province of Nova Scotia.

5.0 PAYMENT FOR SERVICES RENDERED

5.1 The Parties agree that unless specifically provided for in this Agreement, or as agreed upon by the Parties, no C/AFP Physician shall be paid by fee for service billing for services provided in the C/AFP environment unless agreed by DHW, the Health Authority, and the Department Head.

5.2 Except as otherwise provided, the Parties agree that:

- (i) all Full-time C/AFP Physicians; and
- (ii) all Part-time C/AFP Physicians while providing services in accordance with the Deliverables,

shall be paid exclusively from the Annual Funding established in accordance with this Agreement.

5.3 Notwithstanding Article 5.2, the Parties agree that C/AFP Physicians are permitted to receive payment for services provided for and fees received from approved work outside of the Deliverables. The process for seeking approval to receive payment for services provided for work outside of the Deliverables is as outlined in Appendix 5.

5.4 The Department Heads will be responsible for tracking the services of a 1.0 FTE or greater C/AFP Physician referred to in Article 5.3 and will provide a report on a quarterly basis to the Minister, the Health Authorities, and the University.

5.5 The Parties agree that any non-C/AFP physician may only provide services in the C/AFP environment if such services are provided with approval of the Health Authority and such services must be provided through the C/AFP.

5.6 For greater clarity, this Article 5 does not restrict C/AFP Physicians from receiving payment from third parties for services provided, as long as the services provided are above and beyond the C/AFP Physician's responsibilities to the Department as determined by the Department Head and are not counted toward the Department's deliverables or Clinical Services Reporting. Third parties include but are not limited to the Workers' Compensation Board, medico-legal claims, uninsured billings, private clinics, Province of Quebec billings, out-of-country billings, honorarium and contract research.

5.7 The Annual Funding established under this Agreement is inclusive of all On-call Services outlined in each Department's Deliverables and all C/AFP Physicians who are providing services in a C/AFP environment are required to perform On-call Services in accordance with their Department Practice Plan and the direction of their Department Head.

6.0 ANNUAL FUNDING

6.1 Subject to the terms of this Agreement, commencing on the Effective Date

and terminating on the Expiry Date, the Departments shall annually receive funding in the amounts set out in the individual Schedules, as adjusted from time to time such as (1) by agreed changes in the Department FTE complement; or (2) by agreed changes to the Minister’s funding to the Department (collectively, the “Block Funding”).

6.1.1 The following annual increases will apply to the Minister’s portion of the Block Funding effective April 1 of each year of this Agreement:

Fiscal Year	Rate Increases
April 1, 2023 – March 31, 2024	3%
April 1, 2024 – March 31, 2025	3%
April 1, 2025 – March 31, 2026	2%
April 1, 2026 – March 31, 2027	2%

6.1.2 In addition, the Minister shall provide the monetary equivalent of a 0.5% rate increase as targeted investment in fiscal year 2023/24, to be allocated by the Minister after consulting with the Committee of C/AFP Department Heads. Any funding allocated as a result shall become part of the Minister’s portion of the Block funding. Approximately \$500,000 of this funding is expected to be allocated to the C/AFP Department of Family Medicine to ensure family physicians working within the C/AFP remain competitive with peers in the community.

6.2 Payment of the Annual Funding shall be made to the Departments as follows:

6.2.1 The Minister’s portion of the Block Funding will be transferred bi-weekly to the Department. A review of the Department Deliverables will be completed by DHW, Dalhousie and the Health Authority on a quarterly basis to ensure Deliverables are generally being met.

6.2.2 The University’s portion of the Block Funding will be paid to the Department from a University operating account and will be subject to University regulations, policies, procedures and guidelines relating to such accounts.

6.2.3 The Health Authority’s portion of the Block Funding will be paid to the Department from the Health Authority’s operating account and will be subject to Health Authority regulations, policies, procedures and guidelines relating to such accounts.

6.3 Despite anything in this Agreement, the Minister may deduct or otherwise set off any amount owing to the Minister by a C/AFP Physician, or any association, partnership, professional incorporation or entity through or in association with which a C/AFP Physician may practice medicine, from any amount that is payable by the Minister to a Department in which the C/AFP Physician is practicing. Where

the amount of the debt exceeds 10 per cent of the Department's annual funding by the Minister hereunder, the Minister shall deduct the amount in one or more instalments, consistent with MSI recovery policy.

7.0 SPACE AND SUPPORT

- 7.1 The Health Authority will continue to provide for the Departments during the life of this Agreement the space and support being utilized by the Departments at the time of entering into this Agreement and as subsequently agreed to between the Health Authority and the Department (collectively, the "Space and Supports"). Should the Health Authority decide that changes to any of the Space and Supports are required, these changes shall be discussed with the appropriate Department Head in advance. This shall include the impacts on the Department's ability to meet its Deliverables and any resulting changes to the Deliverables shall be made by agreement of the Parties. If agreement with respect to changes to the Deliverables is not reached, any Party may submit the matter to the PAMG for review and decision. Normal operating cost increases associated with Space and Supports (including remuneration increases arising through agreement negotiations for other health and support staff) will be absorbed by the Health Authority.
- 7.2 The University will continue to provide for the Departments during the life of this Agreement all space and support being utilized by the Departments at the time of entering into this Agreement and as subsequently agreed to between the University and the Department (collectively, the "Space and Supports"). Should the University decide that changes to any of the Space and Supports are required, these changes will be discussed with the appropriate Department Head in advance where practicable, and in all circumstances Department Heads will be notified of changes. The Department Head will notify the University of any potential impacts on the Department's ability to meet its Deliverables. Any resulting changes to the Deliverables will be made by agreement of the Parties. If agreement with respect to changes to the Deliverables is not reached, any Party may submit the matter to the PAMG for review and decision. The University will be responsible for annual salary adjustments (relating to the portion of salary that is not recoverable) arising through University negotiated agreements and related processes for University support staff (unionized and Dalhousie Professional Managerial Group).

8.0 FUNDING CONTRIBUTIONS

- 8.1 In addition to the Annual Funding, the Minister agrees, in accordance with Article 4(f) of the Physician Agreement and any relevant article of any subsequent agreement between DNS and the Minister annually, to provide the Canadian Medical Protective Association rebate.
- 8.2 As part of deliverables discussions outlined in the C/AFP MOA in Appendix 6, a review of administrative and operational supports needed by C/AFP will be conducted to ensure optimal efficiency and increase access and flow. The Parties will work together to develop and agree on solutions to any gap identified, and the Party or Parties responsible for any such agreed solution will seek funding to rectify the gap. Any funding allocated as a result shall become part of the relevant Party or Parties' portion of the Block funding. The Parties agree to also review administrative and operational supports needed by fee for service academic

departments.

9.0 RELATIONSHIP OF DEPARTMENT HEAD AND C/AFP PHYSICIANS TO THE HEALTH AUTHORITY AND THE UNIVERSITY

- 9.1 It is acknowledged by the Parties and all C/AFP Physicians who participate under this Agreement that the activities, responsibilities, and accountabilities as outlined in this Agreement do not constitute all of the activities or responsibilities of the C/AFP Physicians.
- 9.2 The Parties acknowledge that from time to time the Departments may include members who are not C/AFP Physicians but who hold academic appointments at the University and Affiliated Scientist privileges with the Health Authority. Such Department members work together with the C/AFP Physicians in achieving the Deliverables.
- 9.3 The Parties acknowledge that the Department Heads and each C/AFP Physician has additional responsibilities in accordance with the by-laws, rules and regulations of the Health Authority and the Health Authority Medical Staff By-laws and with the regulations, policies, procedures, and guidelines of the University and the Faculty of Medicine.
- 9.4 The Parties agree that nothing in this Agreement, including the description of the Deliverables in the Schedules or those to be determined in accordance with the C/AFP MOA, is intended to restrict or limit the existing authority of the Department Heads, including the authority to agree with the Health Authority or the University regarding those services or activities not expressly described in the Deliverables which are required to meet the health care delivery, research and education mandate of the Health Authority or the academic, education and research mandate of the University and to assign these services and activities to the C/AFP Physicians. Further, upon the agreement of a Department Head, in accordance with the authority granted pursuant to their Department Practice Plan, such agreement shall bind all C/AFP Physicians in that Department.

10.0 DEPARTMENT PRACTICE PLAN

- 10.1 The Department Practice Plans shall be developed and implemented by the Departments with approval of the requisite number of members of the Department as determined by the Department for purposes of substantive decision-making. The Department Practice Plans must be consistent with any rules, regulations, or by-laws of the Minister, the health authorities, and the University. A Department Practice Plan may be reviewed by the Minister, the Health Authorities, or the University at any time, and as outlined in the C/AFP MOA, appended hereto as Appendix 6.
- 10.2 The Department Practice Plans shall be consistent with the Practice Plan Principles appended hereto as Appendix 3, and the Practice Plan Principles as may be determined through the process outlined in the C/AFP MOA, appended hereto as Appendix 6
- 10.3 All Department Practice Plans must have “income at risk” provisions which

contain financial consequences for poor performance of a physician(s), and may also include financial incentives for exceptional performance by a physician(s) (the “income at risk” provision).

11.0 C/AFP COMPLEMENT

- 11.1 The Department Heads will be responsible for putting processes in place to promote alignment with the physician resource plan of the Minister and the Health Authorities, as it evolves to reflect an 80/20 clinical/other ratio and 60/40 for the Department of Family Medicine.
- 11.2 The Departments will maintain their current complement, as set out in the Schedules. A Department’s complement will only be altered in the following circumstances:
- 11.2.1 Workload Fluctuations: If there is a material increase or decrease in workload for a Department, the Department Head will meet with a representative of the appropriate Health Authority to consider a solution. If the Department Head and the Health Authority representative are unable to agree on a solution, the Department Head will meet with DHW, a representative of the appropriate Health Authority, and a representative of the University to consider a solution. The Department Head may submit a request pursuant to Article 5 of the Physician Agreement.
- 11.2.2 Vacancies: If the number of C/AFP Physicians in a Department is going to be or is reduced as the result of a permanent departure, the parties agree that the Department will fill the vacancy unless the Health Authority determines otherwise. The applicable Department Head will provide written notice to DHW, the appropriate Health Authority and the University when the Department Head becomes aware that a vacancy will occur. Funding for the position will be available unless and until a decision is made not to fill the vacancy within that Department. The Health Authority may in its sole discretion consult with the CC/AFPDPH for its perspective on filling vacancies within C/AFP departments. The Health Authority will then make a recommendation to the Replacement MD Committee as to whether to fill the vacancy as recommended by the CC/AFPDPH or to fill another vacancy outside the C/AFP Departments.
- 11.2.2.1 If a replacement is approved by the Replacement MD Committee, funding for the vacancy will continue to be paid to the Department until the replacement begins work or for a period of one (1) year from the date the vacancy commenced, whichever is earliest, so long as the Department can demonstrate need for the funding to cover replacement clinical work. Department Heads may seek an extension of the vacancy funding period upon written request to the Replacement MD Committee, such request to be received no fewer than thirty (30) days before the expiry of the period.
- 11.2.2.2 If a replacement is not approved by the Replacement MD Committee, representatives of the Minister, the Health Authority, and the University will meet with the Department Head to determine if an adjustment to deliverables is necessary.

- 11.3 If a C/AFP or a fee for service academic department requires increased resources to comply with the Royal College's competency based medical education standards, and/or resources to maintain Dalhousie Medical School's national accreditation status with the Committee on Accreditation of Canadian Medical Schools, a Department Head may submit a request pursuant to Article 5 of the Physician Agreement.
- 11.4 If a C/AFP physician is planning to retire from practice, or if a Department Head retires from the role of Department Head and this does not result in a vacancy for that Department, the Department Head may, within 3 years or less of the planned retirement date, submit a request in accordance with Article 4(w) of the Physician Agreement.

12.0 NO CLAIMS AGAINST INSURED PROFESSIONAL SERVICES AND OTHER UNDERTAKINGS

- 12.1 Each C/AFP Physician by signing the Declarations attached hereto as Appendices 1A or 1B as applicable agrees to be bound by the terms and conditions of this Agreement. The Declaration shall be signed within twenty (20) days of the signing of this Agreement. Until all C/AFP Physicians in a Department sign this Declaration, the Agreement shall not come into effect for that Department. As a result of signing the Declarations the C/AFP Physician undertakes to comply with the terms of this Agreement, the Practice Plan of their Department, and the rules and regulations and by-laws of all Parties. Further, unless specifically provided for in this Agreement, the C/AFP Physician agrees that they will not claim or accept payment either directly or indirectly for any clinical services rendered in accordance with the terms and conditions of this Agreement until the expiry of this Agreement, except as provided herein.
- 12.2 No physician may become a member of a Department except by signing the Declarations attached hereto as Appendices 1A and 1B, and a physician who has not signed the Declarations, which remain in effect, is not a member of a Department.
- 12.3 The Parties agree that all Billing Numbers presently held by Full-time C/AFP Physicians will be suspended for the term of this Agreement, including any extension of this Agreement, but will be reinstated immediately upon the termination or expiry of this Agreement unless otherwise agreed by all Parties. Notwithstanding the foregoing, if a physician ceases to be a Full-time C/AFP Physician, as defined herein, their Billing Number will be restored without affecting the suspension noted above for the remaining C/AFP Physicians. Part-time C/AFP physicians practicing in a C/AFP shall not be permitted to bill MSI for work performed in the C/AFP.
- 12.4 If a Department or Full-time C/AFP Physician accepts any payment from MSI except as provided by this Agreement, the Minister may deduct the same amount from any monies otherwise owing to the Department under this Agreement.
- 12.5 Payments received under OPB pursuant to Article 4 shall be treated in the same manner as Article 12.

13.0 REPORTING

- 13.1 By each of June 30, September 30, December 31, and March 31 of each year of this Agreement each Department shall provide DHW, the Health Authorities and the University with a Department Deliverables update, including at a minimum the Deliverables Scorecard (attached as Appendix 2), a Vacancy Report, a Complement Report, and a Report regarding work outside the C/AFP per Article 5.4.
- 13.2 By June 30 of each year each Department shall provide DHW, the Health Authorities and the University with a completed Deliverables Template as set out in the Department's Schedule, a Vacancy Report, a Complement Report, the Department Practice Plan and if produced, the Department Annual Report (collectively, the "Deliverables Reports"). By June 30 of each year each Department shall also provide DHW with a completed Disbursement Report. An Audited Financial Statement for the Minister's funding, which must include an Income Statement, shall be provided to DHW as soon as practicable following the Department's fiscal year end.
- 13.3 In the event that a Department Head fails to deliver the reports provided for in Articles 13.1 or 13.2 within the time provided for the delivery of such reports, the Minister may withhold one or more of the bi-weekly payments pending delivery of such report.
- 13.4 The Parties intend to develop a new reporting framework through the process outlined in the C/AFP MOA, Appendix 6. The reporting obligations approved by the Parties as part of that process will replace the obligations outlined in Articles 13.1 and 13.2, effective at that time or as agreed by the Parties.

14.0 INSPECTION

- 14.1 The Minister, during the term of this Agreement and for three (3) years thereafter, upon reasonable notice to a Department, may inspect all financial records and other materials related to the operation, administration of this Agreement to:
- 14.1.1 Verify the information set out in the reports delivered in compliance with this Agreement; and
- 14.1.2 Verify the amounts provided by the Minister.

15.0 AMENDMENT OF AGREEMENT

- 15.1 This Agreement may be amended upon written approval by all of the Parties.

16.0 TERM AND TERMINATION

- 16.1 The term of this Agreement will be four (4) years, commencing on the Effective Date and ending on the Expiry Date.
- 16.2 Only the annual adjustment of Minister's funding referred to in Article 6.1.1 of this Agreement will take effect on the Effective Date; all other elements of this Agreement will take effect on signing.

- 16.3 Upon termination of this Agreement, all terms and conditions of this Agreement shall remain in effect until such time as the Parties agree upon a new Agreement to replace this Agreement, or a new Agreement to replace this Agreement is otherwise established.
- 16.4 Notwithstanding Article 16.1 this Agreement may be terminated by any Party by giving twelve (12) months' notice of termination to the other Parties. No such notice shall be effective until the commencement of the DHW fiscal year that follows the completion of the twelve (12) months' notice given.
- 16.5 Any Department may terminate that Department's Schedule and remove the Department from this Agreement by giving notice to all Parties as outlined in Article 16.4.
- 16.6 The Parties agree that no division within a Department may withdraw from this Agreement without the written consent of all Parties.
- 16.7 If there are significant challenges recruiting or retaining in particular specialties in the province, new and significant investments in physician services in other provinces, particularly the other Atlantic provinces, or any other risk to the Parties' shared goal of ensuring that continuous and competent, direct and indirect medical services be and remain available to the residents of Nova Scotia, the Parties may agree to consider whether any provision of this contract should be amended.

17.0 NEW C/AFP DEPARTMENTS

- 17.1 The Parties agree that they will, upon request, negotiate C/AFP's with any non- C/AFP academic Departments.
- 17.2 FFS Departments wishing to transition to C/AFP, may submit a proposal for consideration by the Minister.
- 17.3 Proposals received will be reviewed in consultation with DNS, the University and the relevant Health Authority.
- 17.4 The FFS Department may, subject to the approval of the Minister, including any conditions required by the Minister, transition to a C/AFP.

18.0 INDEPENDENT CONTRACTOR

- 18.1 It is understood and agreed that this Agreement is for the performance of services and that, except in relation to any salary paid to the C/AFP Physicians by the University, the C/AFP Physicians are engaged as independent contractors and are not nor shall be deemed to be employees, servants or agents of the Minister. For further clarity, it is understood by all Parties to this Agreement that each C/AFP Physician:

- 18.1.1 shall be free to engage and dismiss support staff at their own expense subject to any appropriate collective agreement, with the

exception of staff support from the Health Authority or the University funding or on the Health Authority or University payroll;

18.1.2 shall exercise their own judgment in offering medical advice and treatment;

18.1.3 shall be required to arrange their own liability insurance;

18.1.4 shall be free to offer their services to others for remuneration in accordance with Article 5;

18.1.5 shall be free to arrange their own hours subject to their Department Practice Plan; and,

18.1.6 shall not be entitled to employee benefits paid by the Province including but not limited to health and dental, life insurance, paid sick leave, long term disability coverage, paid vacation leave, participation in the Public Service Superannuation Fund or paid statutory holidays or paid parental leave.

18.2 As independent contractors the C/AFP Physicians shall be solely responsible for remittance of all payments for Income Tax and like obligations as are or may be required from the C/AFP Physicians according to law, in respect of the services rendered by the C/AFP Physicians or by anyone employed by the C/AFP Physicians. The C/AFP Physicians shall indemnify the Parties for any liability which may occur due to the C/AFP Physicians' failure to make remittances as it relates to anyone employed by the C/AFP Physicians.

19.0 WORK INTERRUPTION

19.1 The Parties agree that no Department will be liable for its failure to perform any of its obligations under this agreement due to a catastrophic cause beyond its control including, but not limited to acts of God, fire, flood, explosion, strikes, lock outs or other industrial disturbances. As soon as practicable after such work interruption, the Parties will meet to discuss how to best mitigate the impact of the work interruption.

20.0 ASSIGNMENT

20.1 This Agreement shall not be assigned by any Party for any reason without the prior written consent of the other Parties. Notwithstanding the foregoing, the Minister's funding may be directed to an organization or corporation of the C/AFP Physicians to facilitate the business management of a Department Practice Plan with the written consent of the Minister.

21.0 NOTICE

21.1 All notices under this Agreement shall be deemed duly given upon being delivered by hand, or three days after being posted or sent by registered mail, receipt requested, to a Party at the address set out in the Schedules or to such other addresses designated by a Party.

22.0 ENTIRE AGREEMENT

22.1 This Agreement, the Appendices and the Schedules attached hereto or referred to herein constitute the whole Agreement between the Parties concerning the subject matter herein unless duly modified in writing and signed by all Parties. No representation or statement not expressly contained herein shall be binding upon any Party.

23.0 GOVERNING LAWS

23.1 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia. This Agreement shall enure to the benefit of and is binding upon the Parties hereto and their respective successors and assigns.

24.0 PARTIAL INVALIDITY

24.1 If any term or provision of this Agreement shall be found to be illegal or unenforceable, it will be deemed to be severed from this Agreement and the remaining provisions will nevertheless continue to be in full force and effect.

25.0 LIABILITY


25.1 The Minister shall not be liable for any injury or damage (including death) to the person or for loss or damage to the properties of other persons in any manner based upon, occasioned by or in any way attributable to the other Parties' services under this Agreement unless such injury, loss or damages caused solely and directly by the negligence of an officer or servant of the Minister while acting within the scope of this Agreement.

26.0 PRIOR AGREEMENTS

26.1 This Agreement supersedes all the agreements between the Parties executed before the Effective Date.


[remainder of page blank; signature page follows]

IN WITNESS WHEREOF the Parties hereto have executed this agreement on the day and year first above written.




 (signature of witness)
 Name: Tina Little

HIS MAJESTY THE KING in right of the
 Province of Nova Scotia




 (signature)
 Name: Michelle Thompson
 Title: Minister, Health and Wellness
 Date: August 21, 2023



 (signature of witness)
 Name: Sonia Abi-Ajab

DOCTORS NOVA SCOTIA



 (signature)
 Name: Dr. André Bernard
 Title: Chair of the Board
 Date: July 24, 2023

Wendy Anderson Digitally signed by Wendy Anderson
Date: 2023.07.30 09:32:44 -03'00'

 (signature of witness)
 Name: Wendy Anderson

NOVA SCOTIA HEALTH AUTHORITY

Karen Oldfield Digitally signed by Karen Oldfield
Date: 2023.07.30 09:31:34 -03'00'

 (signature)
 Name: Karen Oldfield
 Title: Interim President & CEO
 Date: July 30, 2023



 (signature of witness)
 Name: Glenda Hoskins

IWK HEALTH CENTRE

Dr Krista Jangaard Digitally signed by Dr Krista Jangaard
Date: 2023.07.31 11:33:35 -03'00'

 (signature)
 Name: Krista Jangaard
 Title: President & CEO
 Date: July 31, 2023

DALHOUSIE UNIVERSITY



(signature of witness)

Name: Jacqui Langille, EA and Operations Manager



(signature)

Name: Kim Brooks

Title: Provost and VP Academic (acting)

Date: August 2, 2023

DR. CHRISTINE SHORT



(signature of witness)

Name: Shelly McNeil



(signature)

Date: August 8, 2023

SCHEDULE LISTING

Schedule A – Department of Anesthesia, Pain Management, and Perioperative Medicine

Schedule B – Department of Critical Care

Schedule C – Department of Emergency Medicine

Schedule D – Department of Family Medicine

Schedule E – Department of IWK Diagnostic Imaging

Schedule F – Department of Medicine

Schedule G – Department of Obstetrics and Gynaecology

Schedule H – Department of Pathology and Laboratory Medicine

Schedule I – Department of Pediatrics

Schedule J – Department of Psychiatry

Schedule K – Department of Radiation Oncology

Schedule L – Department of Surgery

APPENDICES LISTING

Appendix 1A – Clinical/Academic Funding Plan Full-Time Physician Declaration

Appendix 1B – Clinical/Academic Funding Plan Part-Time Physician Declaration

Appendix 2 – Department Deliverables Score Card

Appendix 3 – Practice Plan Principles

Appendix 4 – AFP Definitions

Appendix 5 – Work Outside The C/AFP

Appendix 6 - C/AFP Memorandum of Agreement

Appendix 7 – Physician Agreement

APPENDIX 1A

FULL-TIME DECLARATION

**CLINICAL/ACADEMIC FUNDING PLAN FULL-TIME PHYSICIAN
DECLARATION**

- TO: MINISTER OF HEALTH AND
WELLNESS PROVINCE OF NOVA
SCOTIA
- TO: CEO
NOVA SCOTIA HEALTH AUTHORITY
- TO: CEO
IWK HEALTH CENTRE
- TO: DEAN
DALHOUSIE UNIVERSITY, SCHOOL OF MEDICINE
- TO: PRESIDENT
DOCTORS NOVA SCOTIA
- TO: CHAIR, COMMITTEE OF CLINICAL/ACADEMIC FUNDING PLAN
DEPARTMENTS HEADS

I, _____, hereby declare to you as follows:

1. THAT I am a Full-time C/AFP Physician and remunerated by a Department for my professional activities as a member of the Department, effective _____
2. THAT my remuneration from the Department includes remuneration, out of funds provided by the Minister, for my rendering medical services to insured persons. Subject to the terms and conditions of the agreement which has been entered into between the Minister of Health and Wellness, the Chair of the CC/AFPDPH, Dalhousie University, the NSHA, the IWK, and Doctors Nova Scotia dated as of July [X], 2023 (the "Agreement"), I accept this remuneration in lieu of any payment that I might otherwise be entitled to claim for and receive from MSI in respect of services rendered by me as a C/AFP Physician.
3. THAT my remuneration is subject to deduction, should I have outstanding debts owed to the Province of Nova Scotia, to recover those funds. Subject to the exercise of discretion

by the Minister of Health and Wellness, I understand that outstanding debts will be deducted from Block Funding provided to the C/AFP physician's department in accordance with the Agreement and my remuneration will be adjusted accordingly.

4. THAT, subject to the terms and conditions of the Agreement, I will not claim for or accept payment from MSI with respect to services provided pursuant to the Agreement, either directly or through a group for any insured services that I render on and after, _____, 20__ as a Full-time C/AFP Physician, until the expiration or termination of the agreement.
5. THAT I acknowledge receipt of a copy of the Agreement and agree to be bound by the provisions of the Agreement, including, but not limited to, the requirement to fulfill my role in provision of the Deliverables as may be required pursuant to the terms and conditions of the Agreement and those roles which may be specifically assigned by the Department Head or his delegate from time to time.
6. THAT I specifically agree to comply with provisions with respect to Clinical Services Reporting as it is required pursuant to the terms of the Agreement.
7. THAT I understand that I am an independent contractor and I agree that I am solely responsible for the remittance of all payments for Income Tax, all income source deductions, contributions and like obligations as are or may be required by me, the appropriate Health Authority, Doctors Nova Scotia, the Department Head or the Minister of Health and Wellness according to law, in respect of the services rendered by me or anyone employed by me under the Agreement. I agree to indemnify and hold harmless Doctors Nova Scotia, the University, His Majesty the King, the Minister of Health and Wellness, and the appropriate Health Authority for any and all claims and liability including, but not limited to, any fines, penalties or legal costs incurred in defending any such claims which may occur as a result of any failure to make such remittances.
8. THAT I agree to abide by the Health Authority By-laws and Medical Staff By-laws for the appropriate Health Authority, rules and regulations made pursuant to such By-laws, the applicable policies of the appropriate Health Authority, and the Deliverables and Practice Plan of my Department, including any amendment to any by-law, rule, regulation, policy and Practice Plan made from time to time.
9. That I acknowledge that the Department Head acts solely and exclusively as a delegate of the appropriate Health Authority and the University in the scope of performing the oversight of the Department and that their primary responsibility and duty in that capacity is to the appropriate Health Authority and the University.

All capitalized terms used in this Declaration and not defined herein shall have the meanings ascribed to them in the Agreement.

DATED at Halifax, Nova Scotia, this _____ day of _____, 202__.

Signature of
Physician: _____

APPENDIX 1B

PART-TIME DECLARATION

**CLINICAL/ACADEMIC FUNDING PLAN FULL-TIME PHYSICIAN
DECLARATION**

- TO: MINISTER OF HEALTH AND
WELLNESS PROVINCE OF NOVA
SCOTIA
- TO: CEO
NOVA SCOTIA HEALTH AUTHORITY
- TO: CEO
IWK HEALTH CENTRE
- TO: DEAN
DALHOUSIE UNIVERSITY, SCHOOL OF MEDICINE
- TO: PRESIDENT
DOCTORS NOVA SCOTIA
- TO: CHAIR, COMMITTEE OF CLINICAL/ACADEMIC FUNDING PLAN
DEPARTMENTS HEADS

I, _____, hereby declare to you as follows:

1. THAT I am a Part-time C/AFP Physician and remunerated by a Department for my professional activities as a member of the Department, effective _____
2. THAT my remuneration from the Department includes remuneration, out of funds provided by the Minister, for my rendering medical services to insured persons. Subject to the terms and conditions of the agreement which has been entered into between the Minister of Health and Wellness, the Chair of the CC/AFPDPH, Dalhousie University, the NSHA, the IWK, and Doctors Nova Scotia dated as of July [X], 2023 (the "Agreement"), I accept this remuneration in lieu of any payment that I might otherwise be entitled to claim for and receive from MSI in respect of services rendered by me as a C/AFP Physician.
3. THAT my remuneration is subject to deduction, should I have outstanding debts owed to the Province of Nova Scotia, to recover those funds. Subject to the exercise of discretion

by the Minister of Health and Wellness, I understand that outstanding debts will be deducted from Block Funding provided to the C/AFP physician's department in accordance with the Agreement and my remuneration will be adjusted accordingly

4. THAT, subject to the terms and conditions of the Agreement, I will not claim for or accept payment from MSI with respect to services provided pursuant to the Agreement, either directly or through a group for any insured services that I render on and after _____, 20__ as a Part-time C/AFP Physician, until the expiration or termination of the agreement.
5. THAT I acknowledge receipt of a copy of the Agreement and agree to be bound by the provisions of the Agreement, including, but not limited to, the requirement to fulfill my role in provision of the Deliverables as may be required pursuant to the terms and conditions of the Agreement and those roles which may be specifically assigned by the Department Head or his delegate from time to time.
6. THAT I specifically agree to comply with provisions with respect to Clinical Services Reporting as it is required pursuant to the terms of the Agreement.
7. THAT I understand that I am an independent contractor and I agree that I am solely responsible for the remittance of all payments for Income Tax, all income source deductions, contributions and like obligations as are or may be required by me, the appropriate Health Authority, Doctors Nova Scotia, the Department Head or the Minister of Health and Wellness according to law, in respect of the services rendered by me or anyone employed by me under the Agreement. I agree to indemnify and hold harmless Doctors Nova Scotia, the University, His Majesty the King, the Minister of Health and Wellness, and the appropriate Health Authority for any and all claims and liability including, but not limited to, any fines, penalties or legal costs incurred in defending any such claims which may occur as a result of any failure to make such remittances.
8. THAT I agree to abide by the Health Authority By-laws and Medical Staff By-laws for the appropriate Health Authority, rules and regulations made pursuant to such By-laws, the applicable policies of the appropriate Health Authority, and the Practice Plan of my Department, including any amendment to any by-law, rule, regulation, policy and Practice Plan made from time to time.
9. That I acknowledge that the Department Head acts solely and exclusively as a delegate of the appropriate Health Authority and the University in the scope of performing the oversight of the Department and that their primary responsibility and duty in that capacity is to the appropriate Health Authority and the University.

All capitalized terms used in this Declaration and not defined herein shall have the meanings ascribed to them in the Agreement.

DATED at Halifax, Nova Scotia, this _____ day of _____, 202__.

Signature of
Physician: _____

APPENDIX 2

DEPARTMENT DELIVERABLES SCORECARD

Encompasses DHW, Health Authorities and
Dalhousie

The Quarterly Scorecard is designed to provide DHW, NSHA, IWK and Dalhousie with a general outline of whether key deliverables are being achieved. It is not designed to be a substitute for the year-end reporting requirements, which will be the basis on which final payments to AFP department are being made.

DHW

Quarterly submission of the following from the C/AFP Department to DHW:

1. Quarterly Complement Report based on FTEs in the AFP Department, including departures during the quarter
2. Vacancy Report
3. Report regarding Work Outside the C/AFP

NSHA / IWK

Indicate Yes or No. If no, provide an explanation.

1. Department met the Core Responsibilities as outlined in the Deliverables (within the two strategic domains of 1. Provincial system focus and innovation in service delivery, and 2. Access to quality care)
Y____ N____
2. Department met the Clinical Deliverables as outlined in the Deliverables (within the domains of 1. Access, and 2. Quality)
Y____ N____
3. Department provided 24/7 continuous on-call services for both emergency and inpatient care as outlined in the Deliverables
Y____ N____

Where “No” indicated above, please provide details:

Dalhousie

Indicate Yes or No. If no, provide an explanation.

1. Department met the Core Responsibilities as outlined in the Deliverables (within the three strategic domains of 1. Teaching, 2. Research and other academic activities, and 3. Serving and engaging society)

Y____ N____

2. Department met the Academic Deliverables as outlined in the Deliverables

Y____ N____

Where “No” indicated above, please provide details:

DHW Reporting to C/AFP Departments

DHW shall provide to each department the shadow billing report for the Department, as compiled by Medavie Blue Cross.

APPENDIX 3

PRACTICE PLAN PRINCIPLES

AFP Practice Plan Principles October 20, 2011

1. The Clinical Academic Department will structure its Practice Plan in accordance with the principles of:
 - a. Accountability
 - b. Fairness
 - c. Transparency
 - d. Integrity
 - e. Stewardship
2. The Practice Plan policies and processes will allow the Department to support the mandates of the Department, Health Authority, IWK, University, and Department of Health and Wellness through the AFP deliverables and AFP Guiding Principles and will be approved by all Partners.
3. The Practice Plan will be flexible and responsive to allow the Department to reallocate and recruit resources over the life of the AFP to meet changing demands.
4. The Practice Plan, through the Practice Profile, will be structured to optimize each member's professional strengths for the benefit of the individual, the relevant division and the department as a whole.
5. The Practice Plan will enable the Department to maintain an adequate divisional / departmental human resource complement that is aligned with and responsive to the needs of the Department, District, IWK, University, and Department of Health and Wellness.
6. The full scope of all professional activities of each Department member (i.e. clinical, teaching, research, leadership and administration) will be valued equitably by the Practice Plan.
7. The Practice Plan will require each member to have a practice profile that includes:
 - a. A position description;
 - b. A set of clearly defined and measurable deliverables aligned with the overall Departmental deliverables;
 - c. An annual remuneration; and,
 - d. The process for annual performance evaluation;
8. Remuneration policies within a Practice Plan will:
 - a. Be based upon fair national market values for each subspecialty;

- b. Outline how academic rank and clinical / research seniority will be valued;
 - c. Outline how individual member remuneration will be impacted if not meeting deliverables as outlined in the practice profile; and,
 - d. Reward excellence and innovation in all professional activities (i.e. clinical, teaching, research and administration).
9. The Practice Plan will include a dispute resolution mechanism and explain in detail how and when it is applied.
10. The Department's Practice Plan will be financially responsible, accountable, and transparent to its funding partners and members.
11. The Practice Plan will partner with the Health District, University, and DHW to support the core academic (teaching and research) activities of the department.
12. It is accepted that Departments may have reasons for not introducing particular elements required by the above principles. In that case, an explanation of the omission must be included in the Practice Plan document.

APPENDIX 4

AFP DEFINITIONS

Definitions adhere to the AFP Guiding Principles

Note: Time cannot be claimed more than once, and must be categorized as a single activity. For example, clinical care with a learner present must be claimed as “Clinical Care” or “Clinical Teaching”.

Clinical

CLINICAL CARE

Essential Elements:

1. Clinical Care is care delivered when a patient(s) is named/identifiable, recognizing that the patient does not need to be in front of the Physician for care to be delivered (for example, Lab Medicine or DI).
2. A key component of the definition is that it is a professional activity delivered by a physician to serve the clinical needs of a specific, identifiable patient or group of patients (This includes any named, identifiable patient. If the efforts are to address clinical care within a certain service or area of the hospital it also qualifies because supporting the delivery of care for that specific group is the focus of the activity).
3. Activity related to the provision of care for the benefit of a patient or groups of patients. This can be both direct care to the patient and related activities and processes that arise from this care or support this care, both for an individual and for the patient population served by the clinician.
4. Bedside clinical care, whether it is billable under MSI or any other route, must be captured and that the provision of care with or without learners is relevant.
5. Direct supervision/collaboration of allied health provider by an MD.
6. The provision of a standard of care in the course of research is “clinical care”. Any care delivered incremental to the standard of care is “clinical research”.

Examples:

1. Face to face patient care/indirect care (typing, billing)
2. Any direct patient care (clinics, OR’s, ward rounds, home visits, etc)
3. Investigation of patient problem by literature review, consulting colleagues, etc
4. Travel to home visits, alternate care sites (EXCLUDING time for a clinician to travel from his/her home to their USUAL place of work)
5. Time spent on call giving active patient care (in person, by phone advice to other clinicians, trainees & patients/families)
6. Patient-related Family Meetings
7. Discussions (in person, on phone, or electronic) related to patient care with other clinicians (physician & non-physician), patients or family members

8. Any clinical medicine related to these activities (review of lab/radiology results, phone calls/forms/letters on behalf of patients, review of or completion of medical records)
9. Care planning (case conferences, multidisciplinary discussions, etc)

CLINICAL TEACHING

Essential Elements:

1. Teaching or supervision of learners where clinical care¹ is being delivered.

Examples:

1. Bedside teaching.
2. Discussions or provision of guidance to learners directly or indirectly related to the patient being seen.
3. Procedural teaching or supervision in the context of clinical care.
4. Supervision in the OR.
5. Feedback on clinical performance.

CLINICAL RESEARCH

Essential Elements:

1. The objective of research is the creation of new knowledge (as opposed to an investigation of existing knowledge, for example, by performing a literature review for the treatment of a patient)
2. Clinical Research:
 - a. Patient-oriented research conducted with human subjects (or on material of human origin such as tissues, specimens and cognitive phenomena) for which an investigator (or colleague) directly interacts with human subjects. Excluded from this definition are in vitro studies that utilize human tissues that cannot be linked to a living individual. Patient-oriented research may include: Mechanisms of human disease; Therapeutic interventions; Clinical trials; Development of new technologies.^{2 1}
 - b. Epidemiologic and behavioral studies;^{3 2}
 - c. Outcomes research and Health services research.^{4 3}
3. The provision of a standard of care in the course of research is “clinical care”. Any care delivered incremental to the standard of care is “clinical research”.

Examples:

1. Analysing data from clinical care databases (e.g. database tracking regional cancer patients protocols, etc.)
2. Translational research- transforms scientific discoveries from laboratory, clinical, or population studies into clinical applications to reduce disease incidence, morbidity, and mortality.
3. Publication of new concepts/techniques, invention of medical apparatus, description of illnesses or critical review of published work
4. Supervision/mentorship of research trainees

¹ Please refer to Clinical Care definition

² National Institutes of Health, Office of Public Health and Science (US), PHS 398 definitions, page III-25

³ National Institutes of Health, Office of Public Health and Science (US), PHS 398 definitions, page III-25

⁴ National Institutes of Health, Office of Public Health and Science (US), PHS 398 definitions, page III-25

5. Preparing and submitting grant applications
6. Publication of the results of original research and investigation.
7. Literature Review required for a research project
8. Research data acquisition and analysis
9. Designing and conducting research protocols including, but not limited to, recruitment and enrolment, data collection, research interventions that are beyond the standard of care.

CLINICAL ADMINISTRATION

Essential Elements:

1. Clinical Administration enhances the care to patients through public health, organization improvements, etc.
2. Clinical Administration activities are necessary to support delivery of care to a patient population.

Examples:

1. Policy development intended to advance models of clinical care.
2. Improving clinic flow
3. Sitting on a National directed care committee (e.g. National Advisory Committee on Immunization)
4. Designing new hospital or clinic facilities
5. Regional coordination of care for population groups
6. Work directed towards developing or maintaining a local or regional clinical program (i.e. Regional Hem/Onc Program – with central coordination of all care to all children in the Maritimes and supervision/direction to regional sites)
7. Participation on Morbidity & Mortality(M&M) and QA committees
8. Maintenance of clinical care databases (e.g. database tracking, regional cancer patients, protocols, etc.)
9. Clinical program design and improvement
10. Care pathways development and implementation.
11. Clinical Co-Leadership activities
12. Physician HR activities such as recruitment and retention

Education

NON-CLINICAL TEACHING

Essential Elements:

1. Teaching or supervision of learners where no clinical care* is being delivered.

Examples:

1. Lectures and tutorials on clinical skills.
2. Simulations.
3. Providing formative and summative evaluations.
4. Clinical demonstrations using a patient for educational/training purposes and where no care is delivered.

EDUCATION ADMINISTRATION

Essential Elements:

1. Administrative activity that is related to the operational or organizational aspects of delivering any health- related educational program.
2. Curricular development, assessment design and the delivery of faculty development are education activities and not education administration.

Examples:

1. Scheduling rotations
2. Collecting student In-Training Evaluation Reports (ITERs)/, ITARs(In-Training Assessment Reports) from faculty members
3. Recruiting tutors/preceptors
4. Administering and coordinating examinations but not designing Objective Structured Clinical Exams (OSCEs) or developing Multiple Choice Questions (MCQs) for example which are educational activities
5. University accreditation activities
6. Committees or meetings related primarily to educational curriculum operations, logistics or organization
7. Resident recruiting interviews
8. Letter writing re: student references/evaluations

Research

BASIC SCIENCE RESEARCH

Essential Elements:

1. The objective of research is the creation of new knowledge.
2. Basic Science Research reflects knowledge creation directed toward the improvement of health but is not conducted on human subjects nor human tissue that can be linked to an individual.

Examples:

1. Publication of new concepts/techniques, invention of medical apparatus, description of illnesses or critical review of published work
2. Supervision/mentorship of research trainees
3. Presentation at professional and scientific meetings or conferences;
4. Preparing and submitting grant applications
5. Publication of the results of original research and investigation
6. Literature Review required for a research project
7. Research Data Acquisition/Analysis
8. Research Protocols

EDUCATION RESEARCH

Essential Elements:

1. The objective of research is the creation of new knowledge.
2. Education Research reflects knowledge creation where the subject of the research is the curriculum, the prospective learner/ current learner/ graduate and/or the learning process.

Examples of Research On:

1. New clerkship models
2. New residency models
3. Simulation
4. Learning and teaching methods
5. Publication of new concepts/techniques or critical review of published work
6. Supervision/mentorship of research trainees
7. Presentation at professional and scientific meetings or conferences;
8. Preparing and submitting grant applications
9. Publication of the results of original research and investigation
10. Literature Review required for a research project
11. Research data acquisition\analysis
12. Designing and conducting research protocols including, but not limited to, recruitment and enrolment, data collection, research interventions that are beyond the standard of care
13. Selection and Admission criteria
14. Career choice research

RESEARCH ADMINISTRATION

Essential Elements:

1. The objective of research is the creation of new knowledge.
2. Any administrative activity that is related to the operational or organizational aspects of any health-related research program.

Examples:

1. Maintenance of clinical care databases
2. Participating on Research Review Panels and Research Ethics Board
3. Managing a research budget
4. Committee work or meetings related to research infrastructure, policy or funding not related to a specific research project.

Administration

GENERAL ADMINISTRATION

Essential Elements:

1. Administrative activity related to the governance, management or leadership of institutions, organizations, and/or the profession.
2. Administrative activity that does not relate to clinical care, research or education.

Examples:

1. Sitting on AFP Model committees
2. All budgeting and finance committees
3. Search and Survey Committee
4. Facility planning committees
5. Leadership position or participation in Regional, National and/or International societies. Note: Specific committees within these organizations may have a clinical, research, or education focus and therefore would be captured as clinical, education or research administration
6. Non-clinical Co-Leadership activities
7. Serving in executive or leadership roles in professional organizations, advancing the medical profession, such as the Royal College, CMA, DNS, CMPA. Note: Specific committees within these organizations may have a clinical, research, or education focus and therefore would be captured as clinical, education or research administration
8. Physician HR activities such as recruitment and retention
9. Hospital/University fundraising activities

Work Outside The C/AFP

See s. 5.0 of C/AFP Agreement



Scenarios:

1. **Urgent Request, where multiple physicians are involved in the work:** If the requirement to work outside the AFP involves multiple physicians and is **urgent** (i.e. it is Thursday and need is for upcoming weekend):
 - You can assume that the request will be approved. Go ahead and arrange for coverage as needed.
 - You **must** still follow the steps above so that the Department Head, Health Authority and DHW are aware of the work.
2. **Non Urgent Requests, where multiple physicians are involved in the work:** Follow the flowchart above. For example:
 - **Backlog of tests to be completed (i.e. long waitlist, shortage of specialists).** The Department Head and Health Authority will consider options and determine the best method to resolve the issue and how physicians can be compensated (i.e. schedule a weekend clinic).
 - **Need for coverage:** If there is a need for coverage but it is *not urgent* (i.e. a shortage of a specialty in a community), the AFP may be asked to help out until the situation is resolved. The Department Head and Health Authority will consider options and develop an action plan. DHW must be kept informed of the situation.
2. **Where the additional work is applicable to a single physician:** Follow the flowchart above. For example:
 - **Covering a shift at a Regional:** If there is a need for an individual physician to provide service at another site, the Department Head can authorize the physician to do the work and the physician will be paid FFS (or the applicable pay for the work involved) outside and above the physician's C/AFP earnings. The Department Head must

be satisfied that the physician is meeting their C/AFP deliverables and must notify the ZMED of the decision.

NOTE: For the department head to OK the request, he/she must be satisfied that that the individual/group must be fully meeting all C/AFP deliverables. For NSHA/IWK to OK the request, they must be satisfied that the current provision of service within the NSHA/IWK is “optimal within current resources”.

APPENDIX 6

C/AFP MEMORANDUM OF AGREEMENT

The Parties (C/AFP dept/DNS/DHW/Dal/NSH/IWK) agree to collaborate on and finalize the C/AFP core responsibilities and deliverables for each Department under this C/AFP contract by December 31, 2023. The Core Responsibilities and deliverables agreed to pursuant to the 2019 C/AFP Agreement will remain in effect for each C/AFP department until a new one is in place.

The PAMG may establish a Committee to provide support for this work.

- The scope of this work will also include a review of all practice plans to ensure those plans are aligned to support the achievement of deliverables and address the reporting requirements for accountability purposes. It is understood that practice plans can only be amended with agreement of each Department's physician members, as outlined by each C/AFP Department's own governing bylaws and rules. However, Department Heads undertake to make best efforts to implement any changes to practice plans that are recommended through the work outlined in this MOA.
- The scope of this work will also include recommendations for the most efficient and effective process for C/AFP Departments to seek approval for payment for work that is above and beyond a Department's C/AFP Deliverables.
- The Committee will prepare a work plan with target dates for completion of each element of the work, for review by the Parties by November 1, 2023. The work plan should include deliverables, stakeholder roles and responsibilities, and due dates for each stream of work, namely: (1) development of core responsibilities and deliverables template for each C/AFP Department; (2) development of a reporting framework and template; and (3) review of practice plans and recommended changes.
 - The Committee's work plan should support a deadline for completion of the core responsibilities and deliverables template for each C/AFP department of December 31, 2023.
 - The Committee's work plan should propose deadlines for completion of the remaining elements, including both the reporting framework and the practice plan review with an expectation that this work will be completed by June 30, 2024.
- The Committee's work plan should set reasonable timeframes within which stakeholders must complete work assigned to them. If deadlines are not met, the matter will be referred to the Physician Agreement Management Group for discussion. If the Management Group is concerned that any party or stakeholder is being uncooperative or obstructionist, the parties agree to work with the Management Group to secure compliance.

- The Core responsibilities and deliverables documents for each department, practice plans and the framework for reporting requirements may be approved by the Parties and take effect January 1, 2024 (or for practice plans, as soon as all required Departmental approvals have been secured). Progress reports will be provided to the co-chairs monthly with a full update to the PAMG in the fall 2023.

Overall Goal: Deliverables, practice plans and reporting should be transparent to all stakeholders, demonstrate clinical activity and academic activity, be easily understood and support the strategic directions of the DHW/ NSH/IWK and Dal.

- Key focus areas of work to include:
 - Core Responsibilities
 - Deliverables
 - Practice Plans
 - Reporting framework, timelines and requirements

GUIDING PRINCIPLES

Guiding principles are applicable to all key areas to be updated and include the following:

- The clinical services provided by the C/AFP departments must meet health system needs of Nova Scotians and support the NSHA/IWK / DHW strategic directions.
 - The C/AFP departments play multiple clinical roles within the NS Health Care System, covering quaternary and tertiary services for the province (and in some cases the Maritimes or Atlantic Canada) and secondary care to the Central Zone.
- The academic (teaching and research) services provided by the C/AFP Departments must also meet the health system needs of Nova Scotians and support the strategic direction of the Dalhousie Faculty of Medicine.
- Deliverables will be determined at the level of divisions where they exist within departments.
- Key Performance Indicators (KPIs) will be defined and standardized across all Departments where possible.
- KPIs where possible will be used for the real-time monitoring and reporting. Areas of focus are:
 - Physician Resource Utilization
 - Clinical Volume/Productivity and outcomes (where possible)
 - Access and flow
 - Clinical Quality

- Academic volume (teaching and research)
 - Academic quality (teaching and research)
 - A process for departments and divisions to highlight challenges that impact their ability to meet deliverables will be developed as part of the reporting requirements. This information will inform the proposed ‘Innovation and System Level Deliverables’ (see below).
- All C/AFP reporting requirements will focus on reducing or eliminating administrative burden where possible.
 - This work will primarily focus on data that currently exists in NSH/IWK/Dal and Departmental information systems and only require reporting on the minimum data set required to adequately manage and oversee the performance of C/AFP departments in meeting system needs as defined in the deliverables.
 - A new deliverables section will be included: “Innovation and System Level Deliverables”. Specifically, those deliverables which cross departmental and or zonal boundaries and require system level collaboration. Departments should plan to work together and/or across zones with the support of stakeholders and department heads in other zones to solve system level problems as defined by stakeholders.
 - Core Responsibilities and deliverables for which C/AFP Departments are to be held accountable must be reasonably achievable for the C/AFP Department.

CORE RESPONSIBILITIES

Core Responsibilities will be reviewed to ensure relevancy and alignment across Departments. Core Responsibilities are the common set of responsibilities across all Departments that all Departments should be fulfilling.

DELIVERABLES

Revised deliverables will:

- Ensure alignment of department and division work activity with the 80/20 (or 60/40 for the Department of Family Medicine only) clinical/academic construct
- Define FTE (work, hours, weeks, etc.) within each department.
- Ensure call obligations, including both first and second call, are clearly defined.
- Ensure alignment of work with the strategic priorities of the NSH/IWK/ DHW and Dal at Atlantic, provincial and community levels including the definition of specific targets & benchmarks, as currently reflected in *Action for Health*.

- Targets will be established in accordance with national standards, guidelines & best practices where they exist. Where they do not exist, Departments may be asked to establish them.

PRACTICE PLANS

- Practice plan principles in Appendix 3 will be reviewed and revised as deemed appropriate, which every practice plan must comply with. This includes divisional practice plans where they exist.
- We will strive for greater alignment across departments by using a standardized Practice Plan template
- Practice plans will reflect individual accountability through practice profiles
- Practice plans will include income at risk provisions, and there will be an effort to bring greater consistency and standardization to the application of Income at Risk

REPORTING

- Specifically defining a suite of clinical KPIs to allow for automated, “real time” reporting and support decision making for the Parties:
 - Include standardized KPI definitions
 - Reflect all “KPI themes” (particularly in clinical deliverables)
 - Enable representation in dashboards based on “KPI themes”
- Specifically define a standardized approach to reporting all financials of the AFPs:
 - Ensure financial disbursements are transparent to identify the payments received by each individual, the sources of income into the Departments. Define an appropriate reporting period.
 - Reflect actual levels of FTE, Vacancy and work each contributor is doing (I.e., clinical, academic, other)
- Academic reporting will be incorporated to measure and manage the capacity for learners, mentors, and Clinical Assessors across the system.

APPENDIX 7
PHYSICIAN AGREEMENT