

## MY HEALTH TEAM (MyHT)

This Agreement made effective as of **[INSERT DATE]**.

### **BETWEEN:**

**THE GOVERNMENT OF MANITOBA,**  
as represented by the Minister of Health, Seniors and Active Living  
(called "**Manitoba**"),  
- and -

**WINNIPEG REGIONAL HEALTH AUTHORITY,**  
a regional health authority established under  
*The Regional Health Authorities Act, C.C.S.M. c. R34*  
(called the "**RHA**"),

- and -

**The parties listed and signed in Appendix 1**  
(individually called a "**Participating Clinic**"  
and collectively called the "**Participating Clinics**")

- and -

**The parties listed and signed in Appendix 2**  
(individually called a "**Community Health Agency**"  
and collectively called the "**Community Health Agencies**")

- and -

**The parties listed and signed in Appendix 3**  
(individually called a "**Service Organization**"  
and collectively called the "**Service Organizations**")

**WHEREAS** one of Manitoba's strategic priorities is to enhance the primary health care system to better meet the patient and population needs of Manitobans;

**AND WHEREAS** the regional health authorities are responsible for the delivery of and administering health services in the Province of Manitoba;

**AND WHEREAS** Manitoba is improving the primary care system through a "one-system approach", where regional health authorities, fee-for-service primary care providers, and other health system and community partners work together to design, plan, and deliver accessible, continuous, comprehensive, high-quality primary care to Manitobans; where

services are planned based on population needs using a virtual network known as a My Health Team (MyHT), and where the system is continuously measured and improved;

**AND WHEREAS** the standards of the MyHT are:

- accessible primary care;
- comprehensive patient-centered care;
- regional health authority and fee-for-service provider collaboration;
- patient and community engagement;
- interprofessional teams;
- continuity (Home Clinic);
- services based on population health needs;
- coordinated care; and
- information, technology, and quality measurement.

**AND WHEREAS** the guiding principles of the MyHT are:

- shared decision making;
- role clarity;
- shared accountability;
- funding disbursed by the RHA as required to implement the MyHT Service Plan;
- transparency;
- incremental development and ongoing improvement;
- measuring and evaluating performance; and
- leveraging existing resources and investments.

**NOW THEREFORE** in consideration of the foregoing premises and the mutual covenants and provisions reflected in this Agreement, the parties agree as follows:

## **1.0 Term of Agreement**

1.1 This Agreement shall come into effect as of **[INSERT DATE (SAME AS FIRST PAGE)]** and shall continue until **[INSERT DATE]**, unless suspended or extended beyond that date under Section 12.0 or terminated before that date under Section 13.0.

## **2.0 Definitions, Schedules, Appendices and Priorities**

2.1 The following definitions apply in this Agreement:

- (a) **“Clinics”** means and includes all Participating Clinics, all Community Health Agencies and all Participating RHA Clinics;
- (b) **“EMR”** means the Electronic Medical Record software used by the RHA and the Clinics;

- (c) **“Fiscal Year”** means the period starting April 1<sup>st</sup> of one year and ending March 31<sup>st</sup> of the next ensuing year;
- (d) **“Local Member Committee”** means the Local Member Committee as more fully described in Section 7.0;
- (e) **“Participating RHA Clinics”** means the clinics listed in Appendix “4” that are owned and operated by the RHA, as such list may be amended from time to time in accordance with Section 19.0;
- (f) **“Primary Care Provider”** means a contracted individual, a salaried individual or an individual paid on a fee-for-service basis (an individual paid on a fee-for-service basis more specifically referred to herein as a “Fee-for-Service Primary Care Provider”) who acts as the principle point of contact for a patient’s health care needs, providing continuity of care, routine check-ups, health education, preventive care, chronic disease support, and referring out to specialty services. A Primary Care Provider can include, but is not limited to, a family physician or a nurse practitioner; however, a Fee-for Service Primary Care Provider must be a physician;
- (g) **“My Health Team (MyHT)”** means the coordinated primary care system among the MyHT Members provided for under this Agreement;
- (h) **“MyHT Primary Care Data Extract”** means an extract of data produced by the RHA’s and the Clinics’ EMR as further detailed in Schedule “F”;
- (i) **“MyHT Members”** means all of the parties to this Agreement other than Manitoba;
- (j) **“MyHT Regional Network”** means the MyHT Regional Network as more fully described in Section 7.0; and
- (k) **“MyHT Service Plan”** means the MyHT’s operational plan for health care service delivery attached as Schedule “G” developed by the Local Member Committee and approved by Manitoba, as such MyHT Service Plan may be updated and amended annually in accordance with this Agreement.

2.2 The following Schedules are attached and form part of this Agreement:

- (a) Schedule “A” – RHA Roles and Responsibilities;
- (b) Schedule “B” – Clinics Roles and Responsibilities;
- (c) Schedule “C” – Service Organization Roles and Responsibilities;
- (d) Schedule “D” - Manitoba Roles and Responsibilities;

- (e) Schedule “E” – Local Member Committee and MyHT Regional Network Roles and Responsibilities;
- (f) Schedule “F” – MyHT Primary Care Data Extracts; and
- (g) Schedule “G” – MyHT Service Plan.

2.3 The following Appendices are attached and form part of this Agreement:

- (a) Appendix “1” – Participating Clinics;
- (b) Appendix “2” – Community Health Agencies;
- (c) Appendix “3” - Service Organizations; and
- (d) Appendix “4” – Participating RHA Clinics.

2.4 Unless otherwise provided herein, in the event of any inconsistency between the main body of this Agreement and any Schedule other than Schedule “F”, the terms of the main body of this Agreement shall prevail. In the event of any inconsistency between the main body of this Agreement and Schedule “F”, the terms in Schedule “F” shall prevail.

2.5 The headings in this Agreement are for convenience of reference only and shall not affect the scope, intent or interpretation of any provision of this Agreement.

### **3.0 Obligations of the RHA**

3.1 The RHA agrees to:

- (a) carry out those obligations assigned to the RHA in Schedules “A,” “E,” “F” and “G” of this Agreement;
- (b) comply with the MyHT Service Plan as amended from time to time;
- (c) provide notice of any updates or amendments to the MyHT Service Plan to all parties within a reasonable time following such updates or amendments being approved by the Local Member Committee and Manitoba;
- (d) participate in the Local Member Committee and the Regional MyHT Network in accordance with their Terms of Reference; and
- (e) comply with all other terms and conditions of this Agreement.

3.2 The RHA further commits to the participation of all Participating RHA Clinics and to ensure that all Participating RHA Clinics carry out their obligations under this Agreement.

#### **4.0 Obligations of the Clinics**

4.1 Each of the Clinics agrees to:

- (a) carry out those obligations assigned to the Clinics in Schedules “B,” “E,” “F” and “G” of this Agreement;
- (b) comply with the MyHT Service Plan as amended from time to time;
- (c) participate in the Local Member Committee and the MyHT Regional Network in accordance with their Terms of Reference; and
- (d) comply with all other terms and conditions of this Agreement.

4.2 The Clinics further commit to make a demonstrated effort to the participation of all their Primary Care Providers in their associated practices as further detailed in Schedules “B” and “F” to this Agreement”.

#### **5.0 Obligations of Service Organizations**

5.1 Each of the Service Organizations agrees to:

- (a) carry out the obligations assigned to the Service Organizations in Schedules “C,” “E,” “F,” “G” of this Agreement;
- (b) comply with the MyHT Service Plan as amended from time to time;
- (c) participate in the Local Member Committee in accordance with the Terms of Reference for the Local Member Committee; and
- (d) comply with all other terms and conditions of this Agreement.

5.2 Manitoba and the MyHT Members acknowledge that Service Organizations do not have Primary Care Providers and that their obligations under this Agreement have been modified accordingly.

#### **6.0 Obligations of Manitoba**

6.1 Manitoba agrees to:

- (a) provide support to the MyHT in accordance with Schedule “D” to this Agreement;
- (b) participate in the MyHT Regional Network in accordance with the Terms of Reference for the MyHT Regional Network; and
- (c) comply with all other terms and conditions of this Agreement.

**7.0 Local Member Committee and MyHT Regional Network**

- 7.1 The Local Member Committee is a decision-making committee established to enable and support the development, implementation, and evaluation of the MyHT.
- 7.2 The roles and responsibilities of the Local Member Committee are set out in Schedule “E”.
- 7.3 The MyHT Regional Network is a decision-making committee established to, on a regional basis, enable and support the development, implementation, and evaluation of the MyHT provided for under this Agreement and all other MyHTs operating in the City of Winnipeg.
- 7.4 The roles and responsibilities of the MyHT Regional Network are set out in Schedule “E”.

**8.0 Funding**

- 8.1 Subject to the following subsections and any adjustments made in accordance with subsection 8.2, Manitoba will provide funding to support the MyHT Service Plan up to the following maximum amounts:

<b>Fiscal Year</b>	<b>Base Funding</b>
XXXX/XXXX	up to a maximum of \$525,000
XXXX/XXXX	up to a maximum of \$525,000
XXXX/XXXX	up to a maximum of \$525,000
XXXX/XXXX	up to a maximum of \$525,000

- 8.2 Subject to the following subsections, Manitoba may, in its sole discretion, adjust the base funding provided for under subsection 8.1, if Manitoba is satisfied the yearly updated MyHT Service Plan demonstrates how the MyHT has met the previous deliverable(s) and how the MyHT will achieve the next deliverable as described below:

<b>Deliverables</b>	<b>Potential Additional Funding/Adjusted Base Funding</b>
1. Attach/enroll 2000 patients within first two years of operations.	n/a
Continuation of Deliverable 1, plus	potential additional funding of \$75,000, resulting in base funding up to a maximum of \$600,000.
2. Measure timely access and deliver services targeting patients with complex needs.	
Continuation of Deliverables 1 and 2, plus	potential additional funding of \$75,000, resulting in base

3. Implement a phased plan for timely access to primary care and integrate an RHA and/or community program/service.	funding up to a maximum of \$675,000
Continuation of Deliverables 1, 2, and 3, plus	potential additional funding of \$75,000, resulting in base funding up to a maximum of \$750,000
4. Expand service integration and deliver outreach services to targeted marginalized population(s).	
Continuation of Deliverables 1, 2, 3, and 4, plus	base funding remains up to a maximum of \$750,000
5. Engagement of public and community stakeholders.	
Continuation of Deliverables 1, 2, 3, 4, and 5, plus	base funding remains up to a maximum of \$750,000
6. Implement a self-care management.	

Funding provided under subsection 8.1 and any additional funding provided under this subsection 8.2 is hereinafter collectively referred to as the “MyHT Funding”.

8.3 Payment of the MyHT Funding or any portion thereof by Manitoba is subject to and conditional upon:

- (a) the Legislature of the Province of Manitoba duly appropriating the funds payable in the Fiscal Year in which payment is required;
- (b) the MyHT Members performing their obligations under this Agreement and fulfilling the deliverables outlined in the MyHT Service Plan; and
- (c) the MyHT Members complying with all of their obligations and undertakings under any other agreements directly or indirectly related to MyHT activities.

8.4 The MyHT Funding will be included in the RHA’s annual global funding allocation from Manitoba. The RHA will be required to use the MyHT Funding solely towards implementation of the MyHT Service Plan as developed and endorsed by the Local Member Committee, and approved by Manitoba. Any MyHT Funding surplus must be used in an appropriate manner within the scope of the MyHT Service Plan as determined and instructed in writing by the Local Member Committee.

8.5 The RHA will, in turn, disburse portions of the MyHT Funding to the other MyHT Members as required to implement the MyHT Service Plan. MyHT Members will be required to submit claims to the RHA detailing the basis of their claim for MyHT Funding. RHA shall disburse the MyHT Funding to MyHT Members in a manner consistent with the RHA’s funding commitments to Manitoba and this Agreement.

8.6 It is the expectation of the parties that the majority of MyHT Funding (using a guideline of 80%) will be allocated to augment clinical service for Manitobans through MyHT program and service delivery. It is recognized that some MyHT Funding may be required for support to clinical service delivery (e.g. administration, physician engagement, continuous quality improvement and

accountability support). Capital costs of any MyHT Member will be ineligible for MyHT Funding.

- 8.7 The MyHT is expected to demonstrate how it is leveraging existing resources to help address the MyHT standards. Through closer collaboration, service integration, and economies of scale, the MyHT is to strive to be more cost-effective than if services were provided in isolation. Not all MyHT services are expected to be funded under this Agreement; rather, it is the expectation that supports for the MyHT will also come from redesigning and re-assigning already existing health services.
- 8.8 The parties understand that Participating Clinics, Community Health Agencies, Service Organizations, Participating RHA Clinics and Primary Care Providers may from time to time be added or removed from Appendix 1, 2, 3 or 4 as contemplated under subsection 19.1. The MyHT Funding is funding to support the MyHT generally. The determination of how the MyHT Funding will be distributed among the MyHT members will be based on multiple factors and no one party is entitled to receive any set percentage or amount of the MyHT Funding.
- 8.9 Nothing in this Agreement creates any undertaking, commitment or obligation on the part of Manitoba respecting any additional or future funding for MyHT activities, or any activities, enterprises or projects related to or arising out of same.
- 8.10 Medical remuneration will not be eligible for reimbursement out of the MyHT Funding. Services provided by MyHT Primary Care Providers outside of those listed in the MyHT Service Plan and this Agreement, including medical remuneration, will not be eligible for reimbursement and Manitoba will have no obligations with respect to same under this Agreement. Manitoba's obligations to each Fee-for-Service Primary Care Provider with respect to regular fee-for-service billings will continue separate from this Agreement in accordance with applicable legislation and government policies and procedures.
- 8.11 In the event of the termination of this Agreement, all unexpended MyHT Funding will be recovered by Manitoba and the MyHT Members shall remit such amounts as directed by Manitoba.

## **9.0 Records, Documents, and Information Sharing**

- 9.1 The MyHT Members agree that all accounting records and financial documents relating to MyHT activities being undertaken by the MyHT Members pursuant to this Agreement shall be made available upon Manitoba's request, at all reasonable times for a period of six (6) years following the termination of this Agreement, for review by Manitoba or by its internal or external representatives.
- 9.2 Manitoba shall have access to all written reports produced or prepared by or for the MyHT Members for presentation to third parties in connection with the MyHT



activities contemplated by this Agreement. The MyHT Members agree to provide to Manitoba copies of any of the foregoing upon Manitoba's request. Manitoba shall not disclose such reports without the MyHT Members' consent, which shall not be unreasonably withheld.

9.3 MyHT Members agree to enable data and information sharing between MyHT Members and potentially other MyHTs in Manitoba for:

- (a) MyHT performance measurement;
- (b) performance management (mutual accountability and continuous quality improvement) and evaluation;
- (c) yearly MyHT Service Plan updates; and
- (d) yearly MyHT progress reports.

MyHT Members agree that included among the records that may be shared for the above purposes are records:

- (a) pertaining to the performance of activities related to the achievement of MyHT goals and objectives, standards, and MyHT Service Plan priorities and deliverables;
- (b) in the form of EMR records, paper medical records, patient and primary care providers surveys and results, and other sources of information and data related to the delivery of the MyHT Service Plan;
- (c) contained in one or more forms and from one or more MyHT Member(s) that may be collated for comparison between sites within the MyHT or for cross-MyHT analysis.

Except as contemplated under Schedule "F", the data and information shared between MyHT Members or with other MyHTs in Manitoba will be aggregate, non-identifying information.

9.4 The MyHT Members agree that all records pertaining to the performance of activities measured through the MyHT performance measurement indicators shall be available to Manitoba upon Manitoba's request, for the purpose of verifying the records contained in one or more MyHT Primary Data Extract. Such records may contain Personal Health Information, the disclosure of which is authorized under section 22(2)(g) of *The Personal Health Information Act*.

## **10.0 Confidentiality of Information**

10.1 The MyHT Members expressly acknowledge they may have access to information (including Personal Health Information as defined by *The Personal Health Information Act*) which may be of a highly confidential and sensitive nature.

Accordingly, while this Agreement is in effect and at all times thereafter, the MyHT Members and any of their officers, employees or agents:

- (a) shall, in respect of all Personal Health Information, comply with the principles and provisions of a trustee under *The Personal Health Information Act* including any regulation enacted there under 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 clause 10.1(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 clause 10.1(b).

10.2 Manitoba expressly acknowledges that it will be collecting information through its agent, the RHA and Manitoba eHealth, information (including Personal Health Information as defined by *The Personal Health Information Act*) 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 RHA, only discloses or uses the Personal Health Information, collected under this subsection 10.2, to Manitoba or as directed by Manitoba; and
- (c) its agent, the RHA, has reasonable security systems and policies in place, with respect to the Personal Health Information collected under this Agreement.

## **11.0 Party Responsibility and Indemnification**

11.1 Each party shall use due care in the performance of its obligations under this Agreement to avoid injury to any person, loss or damage to any property and infringement of any rights.

11.2 Each party shall maintain adequate professional liability insurance for the performance of its obligations under this Agreement.

- 11.3 Each party shall be solely responsible for and shall save harmless and indemnify the other parties, their officers, employees and agents from and against all claims, liabilities and demands with respect to:
- (a) any injury to persons (including, without limitation, death), damage or loss to property, or infringement of rights caused by or related to this Agreement, the performance of this Agreement or the breach of any term of this Agreement by that party or any officer, employee, agent or contractor of that party; and
  - (b) any omission or wrongful or negligent act of that party, or of any officer, employee or agent of that party, in relation to the operation of the MyHT.

## **12.0 Suspension or Extension**

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

## **13.0 Termination Rights**

- 13.1 Manitoba may terminate this Agreement in its entirety or with respect to any Clinic, the RHA, or any Service Organization by notice in writing if a Clinic, the RHA, or a Service Organization fails to fulfill any of its obligations under this Agreement, provided that Manitoba first gives the Clinic, RHA or Service Organization, as applicable, and the Local Member Committee, ninety (90) days advance written notice confirming the nature of the breach and provides that party and the Local Member Committee a reasonable opportunity to remedy it.
- 13.2 Manitoba may terminate this Agreement in its entirety or with respect to any Clinic, the RHA, or any Service Organization immediately upon notice in writing to the other parties, if after a review under section 9.3, Manitoba in its sole discretion is not satisfied one or more of the MyHT Members will be able to perform their obligations under this Agreement.
- 13.3 In addition to subsections 13.1 and 13.2, Manitoba may terminate this Agreement at any time upon 180 days advance notice in writing to the other parties.
- 13.3 Any Clinic and Service Organization may terminate its participation in this Agreement:
- (a) immediately upon notice in writing to the other parties if Manitoba fails to fulfill any of its obligations under this Agreement, provided the Clinic or Service Organization has first given Manitoba ninety (90) days advance written notice confirming the nature of the breach and provides Manitoba with a reasonable opportunity to remedy it; or
  - (b) upon 180 days notice in writing to the other parties.

13.4 The RHA may terminate its participation in this Agreement by notice in writing:

- (a) immediately upon notice in writing to the other parties if Manitoba fails to fulfill any of its obligations under this Agreement, provided the RHA has first given Manitoba ninety (90) days advance written notice confirming the nature of the breach and provides Manitoba with a reasonable opportunity to remedy it; or
- (b) upon 180 days notice in writing to the other parties.

13.5 This Agreement shall automatically terminate if, at any time, the parties to this Agreement do not include, at a minimum, Manitoba, one RHA and one Clinic.

#### **14.0 Survival of Terms**

14.1 Those provisions which by their very nature are intended to survive the termination or expiration of this Agreement shall survive, including without limitation, Sections 9.0 (Records, Documents, and Information Sharing); 10.0 (Confidentiality of Information); 11.0 (Party Responsibility and Indemnification); 14.0 (Survival of Terms) and 15.0 (Independent Contractor).

#### **15.0 Independent Contractor**

15.1 Each of the MyHT Members are independent contractors, and this Agreement does not create the relationship of employer and employee, or of principal and agent between Manitoba and any of the MyHT Members or between Manitoba and any officers, employees or agents of any of the MyHT Members.

15.2 MyHT Members are each responsible for any deductions or remittances that may be required by law.

#### **16.0 No Assignment of Agreement**

16.1 No MyHT Member shall assign or transfer this Agreement or any of its rights or obligations under this Agreement.

16.2 This Agreement shall be binding upon the successors to any of the MyHT Members.

#### **17.0 Entire Agreement**

17.1 This document, the attached Schedules and the attached Appendices, contain the entire agreement between the parties. Except as contemplated by this Agreement, there are no undertakings, representations or promises, express or implied, other than those contained in this Agreement.

## **18.0 Waiver**

- 18.1 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.
- 18.2 The parties agree that the terms of this Agreement are based upon the collaborative relationship outlined herein between the parties existing at the date of this Agreement, and that, by virtue of entering into this Agreement, no party binds itself to contract with the other parties on the same terms in the future.

## **19.0 Amendments and Counterparts**

- 19.1 The parties understand and acknowledge that Participating Clinics, Primary Care Providers associated with Participating Clinics, Community Health Agencies, Service Organizations and Participating RHA Clinics may from time to time be added or removed from Appendix 1, 2, 3 or 4. The RHA will provide written notice of any additions or removals to Appendix 1, 2, 3 or 4 to the parties within a reasonable period of time following such change.

The parties agree that upon a new party executing an original agreement in accordance with subsection 19.2, such party will become a participating MyHT Member under this Agreement and that resources, funding and information of the MyHT will be shared with that newly added MyHT Member.

If a Primary Care Provider wishes to sign onto Appendix 1 or a Primary Care Provider signed to Appendix 1 is leaving their associated Participating Clinic, then written notice must be sent by the Clinic in accordance with Schedule B. Upon receipt of notice of the departure of a Primary Care Provider, the WRHA will note the date of termination for the signatory and strike through the name and signature. The WRHA will provide copies of the stricken through signature pages to the remaining parties.

- 19.2 This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall constitute an original, but all of which together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Transmission by fax or by electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. This Agreement and any amendment or modification may not be denied legal effect or enforceability solely because it is in electronic form, or because an electronic signature or electronic record was used in its formation. Original signed copies of this Agreement will be kept by WRHA and Manitoba. New parties signing onto Appendix 1, 2, 3, or 4 will sign onto the originals held by the WRHA with copies being distributed to the previously signed parties.

19.3 Except as provided under this section 19.0 or otherwise under the terms of this Agreement, no amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by all of the parties.

## **20.0 Notices**

20.1 Any notice or other communication to any one Clinic or Service Organization or to all the Clinics and Service Organizations under this Agreement shall be in writing and shall be delivered personally to the Local Member Committee or sent by registered mail, postage prepaid, or by way of facsimile transmission to the Local Member Committee Chairs. It is expected that the Local Member Committee Chairs will distribute the notice in a timely manner to the relevant party(ies) addressed in the notice.

20.2 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:

My Health Team  
Attention: MyHT Project Manager  
Manitoba Health  
1090 – 300 Carlton Street  
Winnipeg MB R3B 3M9  
Fax No: (204) 943-5305

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:

Winnipeg Regional Health Authority  
Attention: President and Chief Executive Officer  
4<sup>th</sup> Floor, 650 Main Street  
Winnipeg, MB R3B 1E2

Fax No: 204-926-7007

With a copy to:

Winnipeg Regional Health Authority  
Attention: General Counsel  
4<sup>th</sup> Floor, 650 Main Street  
Winnipeg, MB R3B1E2

Fax No: 204-926-7007

20.3 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.

**21.0 Applicable Law**

21.1 This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba and of Canada as applicable therein.

**IN WITNESS WHEREOF** the Minister of Health, Seniors and Active Living or designate, for and on behalf of The Government of Manitoba, the RHA, the parties listed in and signed onto the attached Appendix 1 (the Participating Clinics), the parties listed in and signed onto the attached Appendix 2 (the Community Health Agencies) and the parties listed in and signed onto the attached Appendix 3 (the Service Organizations) have signed this Agreement on the dates indicated.

**Signed in the presence of:**

**THE GOVERNMENT OF MANITOBA**  
as represented by

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Minister of Health, Seniors and Active Living, or designate

Date: \_\_\_\_\_

Corporate Seal:

**WINNIPEG REGIONAL HEALTH AUTHORITY**

\_\_\_\_\_  
WITNESS

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE "A"**  
**RHA ROLES AND RESPONSIBILITIES**

The RHA agrees to participate in the MyHT as follows:

**A1. Administration and Accountability**

- (a) The RHA will provide general coordination and secretariat functions for the MyHT, the other MyHTs operating in the City of Winnipeg, the Local Member Committee and the MyHT Regional Network.
- (b) The RHA will invite and facilitate Clinic and other Service Organization representation in the MyHT in consultation with the Local Member Committee and the MyHT Regional Network.
- (c) The RHA will participate in the Local Member Committee and the MyHT Regional Network and contribute to MyHT decision-making.
- (d) The RHA will participate in the provincial MyHT: participate on a coordinating committee, with representation from all MyHTs; and, participate on an ongoing performance measurement and indicator review committee, if/when these committees are functioning.
- (e) The RHA will support strong network collaboration and communication between Primary Care Providers, the RHA, Service Organizations, and other stakeholder organizations.
- (f) The RHA will collaborate with the other MyHT Members to assist the MyHT to meet MyHT goals, service standards, including performing the roles and functions agreed to by all MyHT Members and described in the MyHT Service Plan, attached as Schedule "G".
- (g) The RHA will ensure that the MyHT decision-making and conflict resolution processes, as identified in the Local Member Committee and MyHT Regional Network Terms of Reference, are implemented and followed.

**A2. Regional Leadership and Coordination**

- (a) The RHA will communicate the status of the MyHT within the health region to Manitoba, to other potential MyHT members and to the public, and ensure an integrated approach to service delivery with other regional programs (e.g. public health, mental health, home care).



- (b) When a RHA primary care site is aware of internal primary care provider changes, the RHA will notify the Local Member Committee as early as possible to ensure the MyHT is able to plan for MyHT patients accordingly.

### **A3. Public Engagement**

The RHA will proactively inform patients about MyHT Members, MyHT function and structure, and what services are available through the MyHT.

### **A4. Financial Management**

- (a) The RHA will receive and disburse the MyHT funds to MyHT Members to be used to support the MyHT Service Plan endorsed by all MyHT Members and approved by Manitoba.
- (b) The RHA will comply with any MyHT financial policies documented and made available by Manitoba.
- (c) The RHA will review the MyHT's finances monthly, and prepare financial summaries for the Local Member Committee and the MyHT Regional Network quarterly, at minimum, and more frequently as required.

### **A5. Data Collection, Measurement, Evaluation, and Reporting**

- (a) The RHA will participate in the ongoing performance management and evaluation of the MyHT. This includes, but is not limited to, administering periodic patient and provider surveys respecting MyHTs.
- (b) Pursuant to Schedule "F", the RHA will provide MyHT Primary Care Data Extracts for each of its operated primary care facilities to Manitoba through its agent, the Manitoba eHealth program of the WRHA, on a quarterly basis at minimum, through the secure electronic data transmission process established by Manitoba eHealth to support planning, performance measurement, analysis, evaluation, and continuous quality improvement.

The disclosure to Manitoba 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 for the purpose of delivering, evaluating or monitoring a program of the trustee that relates to the provision of health care or payment for health care.

**A6. Roles and Responsibilities of RHA-contracted Primary Care Providers**

As per Section 3.2 of this Agreement, the alternate-funded and employed Primary Care Providers contracted by the RHA will participate in the MyHT according to the roles and responsibilities outlined in Schedules “B” and “F”.

**SCHEDULE “B”**  
**CLINICS ROLES AND RESPONSIBILITIES**

The Clinic agrees to participate in the MyHT as follows:

**B1. Administration and Accountability**

- (a) Through representation from the Clinics on the Local Member Committee and the MyHT Regional Network, the Clinics will contribute to MyHT decision-making.
- (b) The Clinics will support strong MyHT collaboration and support communication with other Primary Care Providers within the MyHT area, the RHA, and other stakeholder organizations.
- (c) The Clinics will collaborate with the other MyHT Members to meet MyHT goals, service standards, including performing the roles and functions agreed to by all MyHT Members and described in the MyHT Service Plan.
- (d) The Clinics will participate in routine tracking of quality indicators, accountability and quality improvement measures, and other MyHT performance management and evaluation activities, and in support of these activities, will agree to maintain and share information amongst the MyHT Members pursuant to this Agreement.
- (e) The Clinics will ensure that the MyHT decision-making and conflict resolution processes, as identified in the Local Member Committee and MyHT Regional Network Terms of Reference, are implemented and followed.

**B2. Enrolment**

The Province of Manitoba has implemented a provincial patient enrolment policy. During the course of this Agreement, the Clinic will:

- (a) Implement processes to enrol patients to the Clinic -- and if applicable, to a specific physician or nurse practitioner who works within the Clinic -- in accordance with the provincial policy and procedures; and
- (b) Strive to provide its enrolled patients with comprehensive, continuous, patient-centered care and to coordinate patient care amongst Primary Care Providers and other providers.

### **B3. Group Practice Participation**

- (a) The Clinic will identify, at minimum, one of its physicians as a Physician Lead for the purposes of the Local Member Committee.
- (b) A Primary Care Provider must be associated with a Clinic (as that term is defined in clause 2.1(a) of the Agreement) to be a MyHT Member. A Primary Care Provider must be licensed to practice medicine in the Province of Manitoba and in good standing with The College of Physicians and Surgeons of Manitoba. When a Primary Care Provider provides notice to a Clinic that he or she intends to leave or join the Clinic, then:
  - a. The Physician Lead will notify the Local Member Committee as early as possible to ensure the MyHT is able to plan for MyHT patients accordingly; and
  - b. The Physician Lead will notify the RHA so that the Primary Care Provider's name can be added to (with signature) or struck from this Agreement as required.
- (c) The Physician Lead must immediately notify the RHA if a Primary Care Provider's license to practice medicine under *The Medical Act* (Manitoba) is suspended or cancelled for any reason and, in that case, that Primary Care Provider shall immediately cease to perform any activities under the MyHT Service Plan.
- (d) The Clinics will participate in the Family Doctor Finder.
- (e) The Clinics will strive to adopt and support an interprofessional team approach.
- (f) The Clinics will work collaboratively with interprofessional team members made available to support the Clinic through the MyHT.

### **B4. Data Collection, Measurement, Evaluation, and Reporting**

- (a) The Clinics will participate in the ongoing performance management and evaluation of the MyHT. This includes, but is not limited to, administering periodic patient and provider surveys respecting MyHTs. The Clinics will send a quarterly list of Primary Care Providers operating out of each location and participating in this Agreement.
- (b) Pursuant to Schedule "F", the Clinics will provide Primary Care Data Extracts to Manitoba through its agent, the Manitoba eHealth program of the WRHA, on a quarterly basis at minimum, through the secure electronic data transmission process established by Manitoba eHealth to support planning, performance measurement, analysis, evaluation, and continuous quality improvement.

The disclosure to Manitoba 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 for the purpose of delivering, evaluating or monitoring a program of the trustee that relates to the provision of health care or payment for health care.

**SCHEDULE “C”**  
**SERVICE ORGANIZATION ROLES AND RESPONSIBILITIES**

The Service Organization agrees to participate in the MyHT as follows:

**C1. Administration and Accountability**

- (a) The Service Organization will collaborate with the other MyHT Members to meet MyHT service standards, including performing the roles and functions agreed to by all MyHT Members and described in the MyHT Service Plan;
- (b) The Service Organization will share accountability for progress towards the achievement of MyHT goals and deliverables;
- (c) The Service Organization will participate on the Local Member Committee and contribute to MyHT decision-making;
- (d) The Service Organization will contribute to maintaining a well-functioning, effective network collaborative;
- (e) The Service Organization will work with stakeholders, within and outside the health sector, to support healthy public policy and community-based initiatives for health promotion, prevention and wellness.

**C2. Data Collection, Measurement, Evaluation, and Reporting**

- (a) Pursuant to Schedule “E”, the Service Organization will share data for MyHT performance management, mutual accountability and continuous quality improvement among MyHT Members;
- (b) The Service Organization will participate in ongoing MyHT performance management, quality measurement and service planning.

**SCHEDULE “D”**  
**MANITOBA ROLES AND RESPONSIBILITIES**

Manitoba agrees to support the MyHT as follows:

**D1. MyHT Support and Sustainability**

- (a) Manitoba will provide information and support to the MyHTs and will monitor and oversee the development of MyHTs provincially.
- (b) Manitoba will provide central resources and support, such as workshops or toolkits, for MyHTs in areas of common interest and need as identified by the stakeholders.
- (c) Manitoba will inform Manitoba eHealth of connectivity requirements to facilitate the development of information technology solutions to support the objectives and functions of MyHTs.
- (d) Manitoba will lead and develop a provincial plan to ensure the sustainability of MyHTs.

**D2. Provincial Leadership and Coordination**

- (a) Manitoba will coordinate the implementation of MyHTs: chair a provincial MyHT coordinating committee with representation from all MyHTs; and, chair an ongoing performance measurement and indicator review committee, if/when these committees are functioning.
- (b) Manitoba will ensure MyHT deliverables and priorities align with the province’s strategic direction.
- (c) Manitoba will ensure an integrated approach with other provincial initiatives.
- (d) Manitoba will provide necessary policy support.
- (e) As per the mandate of the Health Workforce Secretariat of Manitoba, Manitoba will provide support for Primary Care Provider recruitment and retention planning.
- (f) Manitoba will receive risk management reports and work with MyHT Members to mitigate risks.

**D3. MyHT Funding**

- (a) Manitoba will provide funding for MyHTs, subject to and in accordance with Section 8.0 of this Agreement.
- (b) Manitoba will monitor and oversee the use of the MyHT Funding.

**D4. MyHT Data Collection, Measurement, Evaluation, and Reporting**

- (a) Manitoba will lead an ongoing performance management and evaluation of the provincial MyHTs.
- (b) Manitoba will work with Manitoba eHealth to establish primary care information reporting mechanisms.
- (c) With input from the MyHT Members, Manitoba will define MyHT performance management, and measure and report on outcomes.

**D5. Public Engagement**

Manitoba will inform the public about MyHTs, MyHT functions and structure, and what services are available through MyHTs.



**SCHEDULE “E”**  
**LOCAL MEMBER COMMITTEE AND MyHT REGIONAL NETWORK**  
**ROLES AND RESPONSIBILITIES**

**E1. MyHT Structure and Committees**

MyHT Members will adopt Terms of Reference for both the Local Member Committee and the MyHT Regional Network. The Terms of Reference will be attached to the MyHT Service Plan. The Local Member Committee will appoint 2 representatives to the MyHT Regional Network.

**E2. Local Member Committee**

The Terms of Reference for the Local Member Committee reflect a well-established, effective Committee that shares accountability for meeting deliverables in this Agreement and for overseeing the execution of the Manitoba-approved MyHT Service Plan.

The Local Member Committee will be developed based on the following principles:

- (a) The Local Member Committee will be co-chaired by a FFS physician and a director responsible for primary care in the community. These two individuals will represent the Local Member Committee on the MyHT Regional Network.
- (b) Other stakeholder organizations may have representation at the Local Member Committee, at the discretion of the MyHT Members.
- (c) No one party will hold the majority of membership positions on the Local Member Committee.
- (d) The Local Member Committee will be organized and operated using recognized best practices (resource websites available from Manitoba, Policy #HSC 200.1 – Board Governance and Accountability).
- (e) The Local Member Committee will ensure that decision-making and dispute resolution processes identified in the Local Member Committee Terms of Reference are implemented and followed.

**E3. MyHT Regional Network**

The Terms of Reference for the MyHT Regional Network reflect a well-established, effective Committee that shares accountability for meeting deliverables in this Agreement and for overseeing the execution of all MyHTs Service Plans for the MyHTs operating in the City of Winnipeg (6 in total).

The MyHT Regional Network will be developed based on the following principles:

- (a) Each Local Member Committee operating in the City of Winnipeg (6 in total) will have the opportunity for representation on the MyHT Regional Network.
- (b) Other stakeholder organizations may have representation at the MyHT Regional Network, at the discretion of the MyHT Regional Network.
- (c) No one party will hold the majority of membership positions on the MyHT Regional Network.
- (d) Manitoba will have a non-voting representative on the MyHT Regional Network.
- (e) The MyHT Regional Network's decisions will not be overruled by another body, e.g. RHA senior management committee.
- (f) The MyHT Regional Network will be organized and operated using recognized best practices (resource websites available from Manitoba, Policy #HSC 200.1 – Board Governance and Accountability).
- (g) The MyHT Regional Network will ensure that decision-making and dispute resolution processes identified in the MyHT Regional Network Terms of Reference are implemented and followed.

#### **E4. MyHT Performance Management**

- (a) The MyHT Regional Network will support each Local Member Committee to participate in performance management and quality measurement processes, and review and discuss results to inform ongoing MyHT Service Plan development and yearly MyHT Progress Reports.
- (b) The MyHT Regional Network and each Local Member Committee will review the MyHT's finances quarterly, at minimum.

#### **E5. Issues Management**

- (a) Through an activity log, each Local Member Committee will inform Manitoba of an issue such as, but not limited to, the following:
  - when an Primary Care Provider will be leaving his/her practice for any reason;
  - when a position funded through MyHT dollars or a position critical to operations of a MyHT service will be vacant; or
  - when a MyHT service identified in the approved MyHT Service Plan will be non-operational for 3 days or more.

- (b) The MyHT Regional Network will email to Manitoba an issue summary within 2 business days for significant issues that will have a critical effect on MyHT service delivery, or immediately if a service disruption is imminent or has already started.

## **E6. MyHT Health Human Resource Planning**

Upon notification of a pending retirement or resignation of a Primary Care Provider within the MyHT, the Local Member Committee will develop and implement the mitigation plan which will include both a plan to provide service in the short term to the affected patient population as well as a long-term plan for the affected patient population.

## **E7. Yearly MyHT Service Plan**

- (a) The Local Member Committee will ensure the MyHT Service Plan is updated annually to progressively implement the MyHT standards and reflect ongoing development.
- (b) By January 1 of each year the MyHT Regional Network will ensure that the updated MyHT Service Plan is submitted to Manitoba for review and approval. MyHT funds shall not be allocated toward the new services or service amendments until the MyHT Service Plan has been approved by Manitoba.

## **E8. Yearly MyHT Progress Report**

- (a) MyHT Regional Network will support each Local Member Committee to work towards the achievement of MyHT goals and will report on progress.
- (b) By June 30 of each year each Local Member Committee will sign off on and submit a MyHT Progress Report for the previous year to Manitoba.
- (c) The MyHT Progress Report will be developed using the following outline, or a customized version determined by the MyHT Regional Network and approved by Manitoba:
  - 1. Review of MyHT services for the previous year
  - 2. Demonstration of progress towards target state for MyHT development
  - 3. Highlights of MyHT Governance
  - 4. Completed financial reporting template

### Financial Reporting Template

Expense Category		Budget	Actual	Variance	Explanation of variance (If greater than 10%)
Clinical Service	Direct Service			1	
Support to Clinical Service Delivery	Clinic Support				
	General MyHT admin				
	Physician Leadership/Engagement				
General MyHT Admin					
Physician Leadership/Engagement					
<b>TOTAL</b>					

(1) Explain

**SCHEDULE "F"**  
**PRIMARY CARE DATA EXTRACTS**

**F1. Authority to Share the Information**

- (a) MyHT Members are authorized under clause 22(2)(g)(i) of PHIA to disclose Personal Health Information to Manitoba for the purpose of delivering, evaluating and monitoring a program of the trustee that relates to the provision of health care or payment of health care. The MyHT is a joint program of the MyHT Members, and the information will be used by Manitoba to facilitate and support the planning, delivery, evaluation and monitoring of the shared MyHT services and the overall provincial MyHT initiative.
- (b) Manitoba represents it has the authority to collect the information in connection with its role to support the delivery of quality health care to Manitobans and as such meets the requirements of subsection 13(1) of PHIA.
- (c) Manitoba represents it has the authority to collect the information indirectly under clause 14(2)(c.1) of PHIA (collection for a purpose for which information could be disclosed to a trustee under subsection 22(2)) of PHIA.
- (d) Manitoba represents that the information provided is the minimum amount of Personal Health Information needed by Manitoba to accomplish the purpose.
- (e) Where a MyHT Member is also a member of the Manitoba EMR Adoption Program, Manitoba will leverage the Primary Care EMR Data Extracts submitted to the Province pursuant to that Program. No additional data submission will be necessary.

**F2. Use and Disclosure of the Information**

- (a) The MyHT Members agree that the Primary Care EMR Data Extracts will be used and disclosed by Manitoba for the additional purposes identified below:
  - (i) to generate MyHT performance indicator reports for the MyHT Members to support continuous quality improvement activities within the MyHT;
  - (ii) to evaluate performance of the overall provincial MyHT initiative, and progress towards achievement of provincial goals;
- (b) The MyHT Members acknowledge and agree that, in support of the purposes identified, Manitoba will disclose performance indicator information with the other MyHT Members. This information will be in aggregate form and will not be identifiable Personal Health Information, but may be identifiable at the clinic or organization level. Similarly, aggregate information may be shared across MyHTs to enable analysis in support of the overall provincial MyHT initiative.

- (c) The MyHT Members will disclose the information to Manitoba through Manitoba's information manager, Manitoba eHealth, unless other disclosure methods are arranged and approved.

**F3. Modification to Submission Requirements**

- (a) Manitoba and MyHT Members agree that data submissions and specific data elements required to measure MyHT indicators may be changed and/or modified by Manitoba as new data requirements are identified, as new performance indicators are developed with the input of the MyHT Members, and as national standards for reporting and monitoring are established.
- (b) Accordingly, Manitoba shall notify the MyHT Members of all such changes and modifications as they may occur.

**SCHEDULE "G"**  
**MyHT SERVICE PLAN**

See Service Plan dated as of [Insert Date], a copy of which has been provided to Manitoba and the MyHT Members.

The RHA will distribute updated copies of the Service Plan to Manitoba and the MyHT Members following approval of the Service Plan by Manitoba.

Additional copies of the current Service Plan may be obtained by contacting:

**[INSERT CONTACT DETAILS]**

**Appendix "1"**  
**Participating Clinics**

To be signed by each Primary Care Provider. A Primary Care Provider must be associated with a Clinic (as that term is defined in clause 2.1(a) of the Agreement) to be a MyHT Member.

				Termination Date (if applicable)
_____ Name:	_____ Associated Clinic	_____ Date	_____ Witness	_____
_____ Name:	_____ Associated Clinic	_____ Date	_____ Witness	_____
_____ Name:	_____ Associated Clinic	_____ Date	_____ Witness	_____



**Appendix "2"**  
**Community Health Agencies**

**Name of Community Health Agency:**  
as represented by

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

\_\_\_\_\_  
DATE

**Appendix "3"**  
**Service Organizations**

**Name of SO:**  
as represented by

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

\_\_\_\_\_  
DATE

**Appendix "4"**  
**Participating RHA Clinics**

Name of Clinic: \_\_\_\_\_

Location of Clinic: \_\_\_\_\_