

**NEW BRUNSWICK PROVINCIAL EXTRA-MURAL
PROGRAM
SERVICE AGREEMENT**

BETWEEN

EM/ANB INC.

AND

Medavie Health Services NB Inc.

TABLE OF CONTENTS

1. GENERAL.....	1
2. RESPONSIBILITIES OF MHSNB.....	4
3. RESPONSIBILITIES OF EM.....	6
4. TERM.....	6
5. AGREEMENT PHASES.....	7
6. EQUIPMENT AND FACILITIES.....	7
7. HUMAN RESOURCES.....	9
8. INSURANCE.....	11
9. COMMUNICATIONS AND VISUAL IDENTITY.....	13
10. REPRESENTATIONS AND WARRANTIES.....	14
11. PERFORMANCE STANDARDS AND KEY PERFORMANCE INDICATORS.....	14
12. AUDIT AND INSPECTIONS.....	15
13. INFORMATION AND REPORTING.....	15
14. CONFIDENTIALITY, PRIVACY AND SECURITY.....	17
15. COMPENSATION.....	18
16. DEFAULT.....	18
17. DISPUTE RESOLUTION.....	19
18. TERMINATION.....	21
19. INDEMNIFICATION.....	24
20. OTHER.....	25

THIS AGREEMENT is effective the 1st day of January, 2018.

BETWEEN:

EM/ANB Inc, a body corporate, incorporated under the laws of New Brunswick, hereinafter called "**EM**"

- and -

MEDAVIE HEALTH SERVICES NEW BRUNSWICK INC. / SERVICES DE SANTÉ MEDAVIE NOUVEAU-BRUNSWICK INC., a body corporate, incorporated under the laws of New Brunswick, hereinafter called "**MHSNB**"

The parties hereto agree as follows:

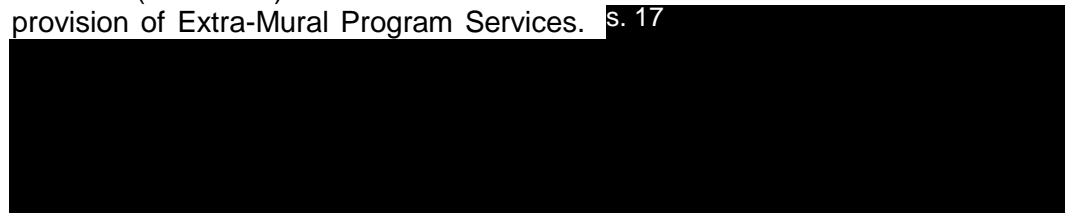
1. **General**

(a) Introduction

This Agreement sets out the contract terms for the provision of the Extra-Mural Program Services throughout New Brunswick through an integrated service delivery system. The Agreement stipulates defined obligations for each party to ensure effective operation of the system. EM is required to assure continuous and uninterrupted Extra-Mural Program Services in the Province of New Brunswick. As such, EM is contracting with MHSNB to deliver the Extra-Mural Program Services. Further, this Agreement contemplates the integration of health services coordination and delivery in the Province of New Brunswick.

(b) Authority

The Minister of Health is responsible under *Regional Health Authority Act* for the provision of health services which includes Extra-Mural Program Services throughout New Brunswick which is currently coordinated through the Regional Health Authorities being Vitalité Health Network ("**Vitalité**") and Horizon Health Network ("**Horizon**"). The Minister of Health has contracted with EM for the provision of Extra-Mural Program Services. s. 17



The Minister has received an exemption under section 158 (j) of the regulation under the *Procurement Act* S.N.B. 2012, c.20 to enter into this Agreement with MHSNB.

(c) Definitions and Schedules

Where used in this Agreement, unless there is something in the context or the subject matter inconsistent therewith, the following terms shall have the following meanings respectively:

- (i) Act means the *Regional Health Authority Act*, R.S.N.B. 2011 c.217 as amended.
- (ii) Baseline Budget means the baseline budget as set out in Schedule C as adjusted by the parties in accordance with Schedule C.
- (iii) Chronic Failure means reoccurring or habitual non-compliance of a substantial nature with any requirement under this Agreement.
- (iv) Contract Payment means the Baseline Budget and the Administrative Costs, all set out in Schedule C.
- (v) Contract Service Area is outlined in Schedule A.
- (vi) DH means the Department of Health for the Province of New Brunswick.
- (vii) EM Human Resources means the unionized clinical and administrative support employees of EM.
- (viii) Extraordinary Occurrence means any event, circumstance or occurrence beyond the control of either party, as agreed by the parties acting reasonably, that was not known to the parties or reasonably foreseeable to the parties as of the date of this Agreement and which impairs, restricts or hinders the ability of either party to complete its obligations under the Agreement, and without derogating from the foregoing may include:
 - (A) any strike, labour disruption or job action; and
 - (B) any disaster declared locally.
- (ix) Extra-Mural Administration Services means the management and administration services required to provide Extra-Mural Program Services, as set out in Schedule A.
- (x) Extra-Mural Program Services means the provision of acute, long term rehabilitative or palliative care provided to a patient at the patient's place of residence, place of work or other place in the community currently being provided by the RHAs.
- (xi) Fund(s)(ing) means the amounts paid by EM as set out in Section 3 and Schedule C.
- (xii) Health Records means a collection of clinical information pertaining to a patient's physical and mental health, compiled from different sources.
- (xiii) IHSCD means the integrated health services coordination and delivery initiative as agreed to by the parties and generally set out in the Medavie Integrated Health Services Coordination and Delivery future state roadmap for New Brunswick, as amended from time to time.
- (xiv) Incentive Payments means the cumulative annual incentive fees, less penalties, as set out in Schedule C.

- (xv) KPI means Key Performance Indicators as outlined in Schedule D.
- (xvi) Performance Standards are those outlined in Schedule B.
- (xvii) Personal Health Information means identifying information about an individual in oral or recorded form if the information:
 - (A) relates to the individual's physical or mental health, family history or health care history, including genetic information about the individual,
 - (B) is the individual's registration information, including the Medicare number of the individual,
 - (C) relates to the provision of health care to the individual,
 - (D) relates to information about payments or eligibility for health care in respect of the individual, or eligibility for coverage for health care in respect of the individual,
 - (E) relates to the donation by the individual of any body part or bodily substance of the individual or is derived from the testing or examination of any body part or bodily substance,
 - (F) identifies the individual's substitute decision maker, and
 - (G) identifies an individual's health care provider.
- (xviii) Personal Information means recorded information about an identifiable individual, including but not limited to:
 - (A) the individual's name,
 - (B) the individual's home address or electronic mail address or home telephone or facsimile number,
 - (C) information about the individual's age, gender, sexual orientation, marital status or family status,
 - (D) information about the individual's ancestry, race, colour, nationality or national or ethnic origin,
 - (E) information about the individual's religion or creed or religious belief, association or activity,
 - (F) personal health information about the individual,
 - (G) the individual's blood type, fingerprints or other hereditary characteristics,
 - (H) information about the individual's political belief, association or activity,

- (I) information about the individual's education, employment or occupation or educational, employment or occupational history,
 - (J) information about the individual's source of income or financial circumstances, activities or history,
 - (K) information about the individual's criminal history, including regulatory offences,
 - (L) the individual's own personal views or opinions, except if they are about another person,
 - (M) the views or opinions expressed about the individual by another person, and
 - (N) an identifying number, symbol or other particular assigned to the individual.
- (xix) RHA(s) means the Regional Health Authorities or their successors as established under the *Regional Health Authority Act* or its successor.
- (xx) Schedules:
- Schedule A – Extra-Mural Program Services
 - Schedule B – Performance Standards
 - Schedule C – Funding and Compensation
 - Schedule D – Key Performance Indicators
 - Schedule E – Official Languages requirements
 - Schedule F – Tangible Assets
 - Schedule F.1 – Medavie Owned Intellectual Property
 - Schedule G – Data Sharing Agreement
 - Schedule H –MHSNB Organization Structure
 - Schedule I – Phase 1 Operations RACI Matrix
 - Schedule J – Financial reporting
- (xxi) Tangible Assets means all assets of any kind whatsoever, other than intangible assets, which are required to provide the Extra-Mural Program Services.

2. Responsibilities of MHSNB

(a) Provision of the Extra-Mural Program Administration Services

MHSNB shall manage the response to and provision of Extra-Mural Program Services by providing Extra-Mural Administration Services, in accordance with the Performance Standards and Provincial Policy Manual, to every request for Extra-Mural Program Services for New Brunswick residents originating within the Contract Service Area. MHSNB shall not refuse to provide Extra-Mural Program Services reasonably requested by residents of New Brunswick except as otherwise provided by written policy established and delivered to MHSNB by EM. All policies provided by MHSNB shall apply to this Agreement provided that in the event of a conflict between the provisions of this agreement and the policies, the

provisions of the Agreement shall apply unless such policy does not create an additional burden or cost on MSHNB.

(b) Management of Human Resources

MHSNB shall hire and manage all human resources, including the EM Human Resources.

(c) Negotiation of Contracts

MHSNB shall negotiate on EM's behalf certain contracts with third parties, in accordance the *Procurement Act* S.N.B. 2012, c.20, as directed by EM, including but not limited to contracts for the acquisition of equipment and other assets (both tangible and intangible) necessary for the delivery of the Extra-Mural Program Services.

(d) Donations

MHSNB shall track all donations received from the public and remit all amounts to EM on a monthly basis. MHSNB shall provide EM with a monthly account of the amount of donations collected and remitted to EM. MHSNB will have no liability with respect to soliciting donations, providing receipts for donations or to account for the donations, other than to remit all monies received to EM as aforesaid. All are to be accounted for and sent to EM for processing.

(e) Official Languages

MHSNB shall perform their obligations under this Agreement in compliance with the New Brunswick *Official Languages Act*, S.N.B 2002 c. O-0.5as amended and regulations (OLA) and as set out in the requirements in Schedule E. MHSNB will ensure all employees under their responsibility will meet all requirements under the OLA. Extra-Mural Program Services will continue to be available throughout the province in the official language of choice of each individual client in accordance with the OLA including the following:

- (i) A training program will be created for all employees around the meaning and requirements of the Language of Service and Language of Work policies.
- (ii) A linguistic profile will be created for EM identifying the number of bilingual and unilingual positions required in order to provide service in the language of choice of the client. Any gaps identified will be dealt with through specific recruitment initiatives and language training.
- (iii) Management personnel will have to have bilingual capability to address patient, family and public inquiries and to communicate with employees in their language of choice. Some management positions will be designated as bilingual.
- (iv) All employees will be required to inform the public, at the first point of contact, that services are available in both official languages. MHSNB will provide training on the Active Offer of Service to all existing employees

and new employees during orientation. The Active Offer of Service will be measured through a key performance indicator.

- (v) The use of bilingual signs and two-language greetings on the telephone and in person are important elements of the Active Offer. All services intended for the public consumption, including documents, Internet postings and other materials must be available simultaneously in both official languages.
- (vi) Language training will be offered to all employees to assist them in increasing the overall organization's language capabilities, and assisting the employees in increasing and/or maintaining their current level of bilingualism.

3. **Responsibilities of EM**

(a) Contract Management

EM is responsible to deliver the Extra-Mural Program Services and shall manage and collaborate with MHSNB in the administration of this Agreement.

(b) Information Technology Support

EM will be responsible for information technology (IT) support services, procurement services and maintenance of bio-medical equipment through Services New Brunswick (SNB) or a successor. The proposed compensation model assumes that SNB will continue to provide IT support services and procurement services in the same manner as they do today for the RHAs along with appropriate maintenance. EM acknowledges that MHSNB's ability to provide the Extra-Mural Program Services is contingent upon SNB, through EM, providing such information technology support on a timely basis, without additional cost to MHSNB other than that provided for in the Baseline Budget.

(c) Funding

EM will provide the Funding to MHSNB hereunder to ensure it is able to provide the Extra-Mural Program Services.

(d) Other Support

EM will work with all other government services that currently support the Extra-Mural Program to facilitate the transition to MHSNB hereunder to assist in providing the Extra-Mural Program Services.

4. **Term**

The term of this Agreement shall be for a period of ten years, unless terminated before the end of such period in accordance with Section 18.

5. **Agreement Phases**

This Agreement contemplates a staged development of province-wide Extra-Mural Program Services during the Term of the Agreement. This Agreement is intended to cover the remaining two phases being the administration of the Extra-Mural Program, as it currently exists, and eventually the full implementation and operation of the IHSCD and management of complex patients in the community.

6. **Equipment and Facilities**

(a) Tangible Assets Required for the System

EM agrees to transfer and provide without cost to MHSNB the classes and types of assets as outlined in the attached Schedule F and covenants to provide all of the assets in good and working condition which are necessary for MHSNB to carry out the Extra-Mural Program Services during the Term in the same manner as currently carried out by the RHAs. For greater certainty, EM acknowledges that it does not expect MHSNB to fund or pay for any of the assets (tangible, intangible, leased or otherwise) required to provide the Extra-Mural Program Services except as expressly set out herein.

(b) Inventory of Tangible Assets

EM shall provide a written inventory of all Tangible Assets transferred to MHSNB and MHSNB shall maintain and update such inventory of all Tangible Assets and applicable encumbrances and make it available to EM upon its reasonable request.

(c) Maintenance

All equipment used in the provision of the Extra-Mural Program Services by MHSNB, including the Tangible Assets as outlined in Schedule F, shall be maintained throughout its useful life by MHSNB in serviceable condition as would befit a prudent owner, reasonable wear and tear excepted. MHSNB shall ensure that all such equipment is in good working condition throughout its useful life. Any equipment with any deficiencies during its useful life that may reasonably compromise its function, staff safety or patient safety must immediately be removed from service and repaired. EM shall provide, without cost to MHSNB, replacement for all equipment at the end of its useful life. For greater certainty, EM agrees to provide, through funding included in the Baseline Budget, all necessary equipment and replace it at the end of its useful life and MHSNB agrees to maintain such equipment during its useful life at its expense. SNB will be responsible to provide maintenance for bio-medical equipment on a timely basis through the Term.

(d) Return of Tangible Assets at the End of the Term

MHSNB acknowledges that it shall convey all Tangible Assets (other than Tangible Assets paid for by MHSNB) on hand, or MHSNB's interest as lessee therein, to EM or its assignee for \$1 upon termination of this Agreement.

(e) EM Facilities

EM through the Department of Transportation and Infrastructure (DTI) is responsible for leasing facilities for the Provision of Extra-Mural Program Services in accordance with provincial policies and standards. This will be done in coordination with MHSNB, where appropriate. EM shall provide MHSNB with access, at no cost to MHSNB, to all facilities currently used to provide the Extra-Mural Program Services and the parties will agree as to whether MHSNB will have access to such facilities through a license, lease or sublease, as the case may be. MHSNB will have no obligation with respect to the landlords of such premises other than to maintain such premises, as funded for by EM in the Baseline Budget, in the same manner as would a reasonable tenant in the period of time in which it occupies the premises. The leases for such facilities shall be assumed by EM upon the termination of this agreement for any reason. EM through DTI shall maintain an up to date listing of all facilities and make available to MHSNB upon request

(f) Permits and Licenses

EM will facilitate the provision of all necessary permits and licenses to MHSNB which are necessary for MHSNB to provide the Extra-Mural Program Services.

(g) MHSNB Funded Assets

EM acknowledges that MHSNB shall retain ownership of any assets acquired by MHSNB with its own funding and resources.

(h) EM Intellectual Property

EM covenants to provide all of the intellectual property, including software licenses, know-how show-how and any intellectual property of any kind whatsoever, whether owned or licensed by the regional health authorities more specifically described in Schedule F.1, to MHSNB so that MHSNB can continue to provide the Extra-Mural Program Services after the date hereof in the same manner as provided by the RHAs prior to the date hereof. For greater certainty, all intellectual property as aforesaid shall continue to be the property of EM under the terms of this Agreement, subject to any jointly developed intellectual property which is dealt with hereunder.

(i) MHSNB Intellectual Property

EM acknowledges that MHSNB owns or has the right to use the intellectual property, confidential business processes, know-how and management techniques in respect of the design and management of systems, including those more specifically described in Schedule F.1. The parties agree that should new intellectual property be created as a result of EM funding specific projects, such intellectual property will be owned jointly by EM and MHSNB and each will have a royalty free, non-exclusive license to use such jointly developed intellectual property during the Term and in the future, provided that such license shall not obligate either party to support or provide updates to the other party unless expressly required under a separate license agreement.

(j) Intellectual Property Funded by EM

MHSNB shall return to EM, at no cost, all intellectual property developed by MHSNB in the provision of the Extra-Mural Program Services and the Extra-Mural Administration Services utilizing direct funding provided by EM for that specific purpose.

(k) MHSNB Owned Assets

On termination of this Agreement, MHSNB shall sell any Tangible Assets owned exclusively by MHSNB to EM, and not funded by EM, and license, on a non-exclusive basis, any intellectual property owned by MHSNB to EM as are essential for the delivery of Extra-Mural Program Services. MHSNB shall license or sub-license, as applicable, any such intellectual property to EM, and sell such tangible assets, at fair market value and on such terms as agreed by EM and MHSNB, and failing agreement as determined by Dispute Resolution.

7. **Human Resources**

(a) EM Human Resources

EM shall employ, at its expense, but managed and deployed by MHSNB, the following personnel:

- (i) a number of clinical staff whose role is to provide the Extra-Mural Program Services, the type and number of which are to be agreed to by the Parties so as to meet the requirements in accordance with the Standards and Policies;
- (ii) a number of managers whose role is to manage the clinical staff in providing the Extra-Mural Program Services; and
- (iii) Unionized, support staff required for the above clinical admin staff.

(b) Collective Bargaining Unit

It is acknowledged and agreed that the EM Human Resources will be members of their applicable unions. The Treasury Department of the Province of New Brunswick, or its successor (Treasury Department), shall be responsible for negotiating collective agreements with unionized EM Human Resources. It is acknowledged by EM that the provisions of any collective agreement with unionized EM Human Resources may impact on the ability of MHSNB to meet the Performance Standards. MHSNB shall assist by identifying to the Treasury Department and EM collective bargaining issues that may affect the ability of MHSNB to manage such employees consistent with the Standards and Policies and this Agreement, including meeting Performance Standards, and cost implications. For greater certainty, this provision does not avoid the need for MHSNB to provide the Extra-Mural Program Services as effectively as possible, but EM acknowledges that it may impact the cost of doing so and MHSNB's ability to meet performance standards.

(c) Management of EM Human Resources

MHSNB shall manage EM Human Resources in accordance with the applicable collective agreements and policies and procedures established by the Treasury Department, notwithstanding their employment by EM. Such personnel shall report directly to MHSNB, and EM hereby appoints and gives authority to MHSNB as its manager of personnel in respect of EM Human Resources.

(d) MHSNB Human Resources

All other personnel required to provide the Extra-Mural Administration Services, including, but not limited to managers, management administrative support staff, and maintenance staff, all of the foregoing being referred to herein as "MHSNB Human Resources", shall be hired and employed by MHSNB, at its expense, to be reimbursed as part of the Funding.

(e) Annual EM and MHSNB Labour Costs

Annual labour costs for Human Resources shall be measured in year one of the Term and form part of the Baseline Budget as contemplated in Schedule C.

(f) Key Personnel

MHSNB acknowledges and agrees that it shall engage and maintain sufficient competent and clinically competent individuals dedicated such that they have effective management over day-to-day operations of MHSNB to meet the requirements of this contract as well as responding on a timely basis to reasonable requests from EM. MHSNB will make available its organizational structure together with accountability statements for the key functions, being: Chief Operating Officer, Human Resources, Operations and Clinical. The initial MHSNB organization structure is shown as Schedule H. The parties acknowledge that this organization structure may be changed from time to time by MHSNB acting reasonably.

(g) Professional Registration

MHSNB shall ensure at the time of engagement or employment, and if such engagement or employment is continuing, and yearly thereafter based on the professional requirements, that all clinical personnel hired by MHSNB after the date hereof requiring registration and/or licensure to work as a clinician in New Brunswick is the holder of a current certificate of registration or license issued by the appropriate licensing body and is not engaged to perform duties and functions contrary to any conditions, limitations or restrictions imposed on the clinician's registration or license. EM represents and warrants that all existing personnel are the holders of current certificates of registration or license issued by the appropriate licensing body.

(h) Accreditation

MHSNB must receive Accreditation Canada's Accredited (ACA) status within 24 months of the start date of the Agreement. ACA status must be maintained throughout the life of the Agreement. ACA status outlines compliance with the Home Care Services standards and other standards deemed appropriate by Accreditation Canada for the Extra-Mural Program given the mandate to provide acute, maintenance and supportive, palliative and rehabilitation care to patients.

Schedule B outlines details for obtaining accreditation status under ACA. EM shall be informed on any changes in accreditation status and will receive a copy of accreditation reports upon receipt by MHSNB.

(i) Professional Conduct and Competency

Matters pertaining to the professional conduct and competency of clinical personnel employed by EM are the responsibility of MHSNB working, where appropriate, with the applicable provincial health profession regulatory bodies, Treasury Board and Unions. Matters pertaining to the competency of clinical personnel engaged or employed by EM in the performance of delegated medical functions are within the sole authority of the Medical Director and MHSNB shall not engage in any practice which contravenes this authority. No restrictions will be placed on employees who wish to communicate directly with the Medical Director in writing or in person, regarding issues of clinical care and medical quality control.

(j) Prohibition Against Interfering with Employee Reports to EM

MHSNB shall not discourage, interfere, or otherwise limit EM Human Resources from completing any incident report forms required by EM or responding to any request by EM that a problem be analyzed.

(k) Senior Leadership

EM will approve the individual selected by MHSNB as the President of EM and shall be informed of individuals selected in other executive roles before an offer is made.

(l) Paramedics

EM and MHSNB acknowledge that the use of paramedics in the Extra-Mural Program will be considered at the appropriate time, acting reasonably.

8. Insurance

(a) Coverage by MHSNB

Throughout the term of this Agreement, MHSNB shall procure and maintain, on EM's behalf, at a minimum, the following insurance coverages and limits:

- (i) comprehensive general liability insurance, including, but not limited to, contractual, independent MHSNB, and malpractice of MHSNB Human Resources, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$10,000,000 combined single limit each occurrence and \$10,000,000 for professional liability for services provided under this Agreement. The policy shall include broad-form property damage coverage and fire legal liability of not less than \$1,000,000 per occurrence, unless otherwise stated by exception herein.

(b) Self-Insurance by EM

EM intends to self-insure for the following risks:

- (i) malpractice coverage for the EM Human Resources for their exposure in functioning clinical staff; and
- (ii) contents of all facilities in the care or custody of MHSNB, on an “all risks” basis.

EM may at its discretion from time to time elect to self-insure for the risks contemplated by clause (a), or may elect not to self-insure for the risks in this clause (b). Any change to the insurance premiums costs incurred by MHSNB as a result of such elections shall be a Cost Adjustment pursuant to Schedule C. For any such elections, EM shall notify MHSNB in writing of such decision, and EM shall indemnify and hold harmless MHSNB from any loss, costs or damages it may suffer as a result of such self-insurance.

(c) Evidence of Coverage

MHSNB shall provide the following evidence to EM in respect of the insurance coverages MHSNB is responsible for under this Section 8:

- (i) certificates of insurance executed by an insurance carrier reasonably acceptable to EM listing coverages and limits, expiration dates, and terms of policies and all endorsements whether or not required herein, and listing all carriers issuing or re-insuring said policies; and
- (ii) a certified copy of each policy, including all endorsements.

MHSNB shall notify EM within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material change in coverage under any such policy.

(d) Minimum Policy Requirements

MHSNB shall ensure, in respect of the insurance coverages MHSNB is responsible for under this Section 8, that each policy placed includes the following provisions:

- (i) a requirement that thirty (30) days prior to its expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be sent by the broker on behalf of insurer to EM at its address of record;
- (ii) the insurer shall have no claims against EM, DH or the Province of New Brunswick for payment of premiums or assessments or deductibles, which are the sole responsibility and risk of MHSNB; and
- (iii) owners of leased facilities may be named as additional insureds on any comprehensive general liability policy.

(e) Worksafe New Brunswick

EM and MHSNB shall be jointly responsible for registering with the Worksafe New Brunswick and complying with the *Workers' Compensation Act*, R.S.N.B. 1973, c. W-13.

9. **Communications and Visual Identity**

(a) Vehicle Markings, Facility Signage, and Public Information

All EM vehicles patient equipment, and facility signage, and public information programs and material with respect to the provincial Extra-Mural Program Services shall utilize EM's name.

(b) Visual Identity

The parties agree to consistently use the provincial EM visual identity as per the EM Provincial Policy Manual and to develop, maintain and administer a policy concerning the visual identity of the MHSNB within a reasonable period of time. Such policy to address circumstances in which the MHSNB name can be used, either alone or with EM. In the interim, the parties agree to the following:

The MHSNB and EM visual identity is used when conducting procurement on behalf of the Extra-Mural Program Services.

- (i) MHSNB will be used in communicating externally to the public and/or media regarding recruiting of MHSNB Human Resources;
- (ii) EM will be used in communicating externally to the public and/or media regarding recruiting of EM Human Resources;
- (iii) Internal communication with EM Human Resources will include the EM visual identity, which may be used in conjunction with the MHSNB visual identity;
- (iv) The MHSNB visual identity may be used in conjunction with MHSNB corporate donations made to support community fundraising efforts such as auctions, events, dinners and community development initiatives;
- (v) Programs and/or materials that promote the Extra-Mural Program but are funded or co-funded by MHSNB fall under combined visual identity protocols. In this case, both visual identities can be used together. EM will be presented first and MHSNB second in such cases, for greater certainty with equal prominence; and
- (vi) The MHSNB visual identity may also be used in conjunction with the Medavie EMS and Medavie Blue Cross logos.

Notwithstanding the foregoing, the parties may mutually agree to alternative uses of the visual identities referenced above.

(c) External Communications

EM shall establish protocols for communications with media and the public generally in respect of this Agreement, such protocols to be observed by MHSNB.

(d) Product Endorsement/Advertising

MHSNB shall be prohibited from using the name, human resources, vehicles or equipment of DH or EM for the purpose of endorsement or advertising of a third party's products or services, other than as contemplated in the delivery of the Extra-Mural Program Services, without the express written permission of EM, as the case may be.

10. Representations and Warranties

(a) Representations and Warranties of EM

EM represents and warrants that it has the necessary power and authority to enter into and carry on its obligation in this Agreement. The Agreement has been duly authorized, executed and delivered by EM, constitutes a valid and binding obligation of EM and is enforceable in accordance with its terms. EM represents and warrants that MHSNB has exclusive rights to provide Extra-Mural Program Services in the Province of New Brunswick during the term of this Agreement. EM further represents and warrants that any information provided to MHSNB in the development of the Agreement is true and correct in all material respects. And without limitation, EM represents and warrants that all information provided to MHSNB to develop the Baseline Budget is true and correct in material respects and that all of the historical data which was used by EM to establish Performance Standards, Penalties and Key Performance Indicators are true and correct in all material respects. For further certainty, EM represents and warrants that the funding provided by EM in the Baseline Budget includes the cost of all services provided by any other Government body or Agency other than EM that is required for a delivery of the Extra-Mural Program Services and the Extra-Mural Administration Services, as appropriate.

(b) Representations and Warranties of MHSNB

MHSNB represents and warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the Province of New Brunswick. MHSNB has all necessary corporate power and authority to enter into and carry out its obligations under the Agreement. The Agreement has been duly authorized, executed, and delivered by MHSNB, constitutes a valid and binding obligation of MHSNB, and is enforceable in accordance with its terms. MHSNB represents and warrants that it has the necessary authority and expertise to provide the Extra-Mural Administration Services.

11. Performance Standards and Key Performance Indicators

(a) Setting the Performance Standards and Key Performance Indicators

EM and MHSNB shall work together to develop and agree on Performance Standards and Key Performance Indicators which are initially set out in Schedules B and D. The parties agree that it will use best efforts to ensure that Performance Standards are in place at the start date of the Agreement. The

Performance Standards and Key Performance Indicators will be deemed to apply to the terms of this Agreement for the purposes of reporting incentives and penalties, as appropriate. The Parties agree that there will be ongoing monitoring and revisions of the Performance Standards as set out in Schedule B and the Key Performance Indicators as set out in Schedule D on an annual basis.

(b) Legislative and Regulatory Changes

The Performance Standards will be agreed to on the basis of the legislation, regulations and policy in effect as of the date of this Agreement. Should there be any change in legislation, regulations, government policy, or the administration thereof affecting the cost of Extra-Mural Program Services or the ability of MHSNB to deliver the Extra-Mural Program Services and the Extra-Mural Administrative Services in accordance with the Performance Standards then both parties will undertake to negotiate either an exemption to such standards should the occurrence be of a limited duration, or an amendment to such standards should the change be long term in nature.

12. **Audit and Inspections**

(a) Inspection of Operations

EM representatives may, upon reasonable advance notice (except in the case of emergencies), directly inspect and observe MHSNB's operation of the Extra-Mural Program Services. In exercising this right to inspection and observation, EM representatives shall conduct themselves in a professional and courteous manner, shall not interfere with EM Human Resources or MHSNB Human Resources' duties, and shall at all times be respectful of employer-employee relationships.

(b) Audit and Inspection of Records

EM, its representatives, the Office of the Comptroller and the Auditor General may audit and inspect all of EM's and MHSNB's data, records and documents as may be necessary. MHSNB shall provide reasonable assistance in this regard.

(c) Verification of Data

MHSNB may, upon reasonable advance notice, audit all of EM's data records and documents as necessary to verify that information used to develop the Baseline Budget, Performance Standards, Penalties and the Key Performance Indicators are true and correct in all material respects. Such audit rights to EM's data will continue throughout the term on reasonable notice.

13. **Information and Reporting**

(a) MHSNB Reporting

MHSNB shall report regularly to EM with respect to the Extra-Mural Service Program, its financial position and the performance of this Agreement in accordance with the Performance Standards and KPIs. The required financial

reporting shall be in accordance with Schedule J. MHSNB shall also provide reports on donations collected from the public.

In addition, EM shall be provided with access to the administrative, financial, clinical and performance data in electronic format upon reasonable request for the purposes of its own data mining and research purposes. It is understood that from time to time during the period of the contract, there may be changes to the format or type of data being collected either at the request of EM or any other party. Changes to the way in which data is collected, stored and organized, both electronically and on paper, at the source will require EM's reasonable approval. While it is understood by EM that these changes take place, it is absolutely essential that EM be given reasonable notice of changes to the format, of any data that is provided or made available, to EM. This is essential in order to ensure that any systems in place at DH or EM can be modified to accommodate these aforementioned changes, before they take place. In addition, other parties may require confidential access to data for which EM will provide approval and data sharing agreements will be put in place.

(b) EM Reporting

The parties acknowledge that EM is required to provide reports in accordance with the *Accountability and Continuous Improvement Act* S.N.B. 2013 c.27 and MHSNB will provide reasonable reports on the Extra-Mural Program to meet its obligations.

(c) Requests for Supporting Information

MHSNB shall reply promptly to reasonable requests from EM for information necessary for briefings to media, government authorities or other third parties.

(d) Data to be Provided to MHSNB

EM shall provide such information and data in respect of the Extra-Mural Program at such times and in such format as is reasonably necessary for MHSNB to fulfill its obligations under this Agreement.

(e) Data Sharing Agreements

Data sharing agreements with relevant stakeholders will be approved by EM and established as appropriate as per the direction of EM as outlined in Schedule G.

(f) Response to EM Communications

MHSNB shall provide an acknowledgment or response to any report, request or other communication provided EM pursuant to the terms of this Agreement within a reasonable period of time, provided that such acknowledgement or response is reasonably necessary for EM's compliance with its obligations under this Agreement.

(g) EM Response to MHSNB Communications

EM shall provide an acknowledgment or response to any report, request or other communication provided by MHSNB pursuant to the terms of this Agreement within a reasonable period of time, provided that such acknowledgement or response is reasonably necessary for MHSNB's compliance with its obligations under this Agreement.

(h) Short-Term Data Storage and Retrieval

MHSNB shall be responsible, with funding provided by EM in the Baseline Budget, for the maintenance, storage, indexing and management of records and data regarding the Extra-Mural Program Services and the performance of this Agreement for a period of three (3) years, after such period they shall be transferred to EM for long term storage.

(i) Long-Term Data Storage and Retrieval

EM shall be responsible for long term storage and management of clinical records and data regarding the Extra-Mural Program Services and the performance of this Agreement. EM shall ensure that MHSNB shall have reasonable access to such data as necessary for its provision of the Extra-Mural Program Services or any audits related thereto.

(j) Annual Audited Financial Statements

The parties acknowledge that EM will require annual audited financial statements of EM for each fiscal year for all contracts included in EM, showing the financial results of its operation of the Extra-Mural Program Services as well as any other contracts under the responsibility of EM. MHSNB will cause the financial statements of EM to be prepared, at EM's cost, and EM will retain the services of an auditor. MHSNB shall provide reasonable assistance to such auditors in this regard.

(k) Notice of Litigation

MHSNB agrees to notify EM forthwith of any litigation or significant potential for litigation in which any of MHSNB, its key personnel, EM, DH or the province of New Brunswick may potentially be involved.

(l) Participation in Meetings

MHSNB will initiate, where appropriate, and/or participate in, a reasonable number of meetings requested by EM about the Extra-Mural Program Services and the broader health system as necessary, including related committees initiated by the Department of Health or the Regional Health Authorities, to ensure effective responsible management and operation of the Extra-Mural Program Services.

14. **Confidentiality, Privacy and Security**

(a) Acknowledgement

Each of the parties acknowledges and agrees that Extra-Mural Program shall be operated so as to preserve the confidentiality, privacy and security of Personal Information and Personal Health Information as required by, including but not limited to the *Right to Information and Protection of Privacy Act* 2009 c.R-10.6 (RTIPPA) and the *Personal Health Information Privacy and Access Act* S.N.B 2009 c. P-7.05 (PHIPAA) and related statutes and regulations as may be amended from time to time. Both parties agree that their obligations respecting confidentiality shall continue to be upheld notwithstanding that the contract has expired. Privacy expectations and processes are set out in Schedule G.

15. Compensation

(a) Compensation Principles

All compensation, including Funding, Incentives and Penalties are set out in Schedule C which may be revised and replaced as agreed to by the parties acting reasonably.

(b) Honorarium

MHSNB agrees to pay an honorarium to EM in accordance with Schedule C.

(c) Payment

In consideration in providing the services hereunder, MHSNB shall be paid an amount equal to 1/12 of the Contract Amount as set out in Schedule C for each fiscal year, such payments will be paid monthly in advance commencing on the first day of January 2018. Incentive Payments will be paid annually within 15 days of calculation and agreement of amount at year end. Payment of the Contract Amount shall be subject to any annual reconciliation to account for all monies due under the agreement and any amounts due shall be paid within thirty (30) days of fiscal year end.

16. Default

Any breach of this Agreement by MHSNB shall be categorized as a Minor Breach, a Major Breach or an Emergency Breach.

(a) Minor Breach

A “Minor Breach” is any breach of this Agreement by MHSNB other than a Major Breach or an Emergency Breach. Any Minor Breach for which a penalty is provided under this Schedule C shall be compensable only by such penalty. Any other Minor Breach shall be resolved by Dispute Resolution under Section 17.

(b) Major Breach

The following conditions and circumstances shall constitute a Major Breach of this Agreement:

- (i) Chronic failure of MHSNB to fulfill the terms of the Agreement including, without limitation Performance Standards set out in Schedule B;

- (ii) Willful falsification or systematic withholding of information to be supplied by MHSNB to EM pursuant to MHSNB's obligations under the Agreement or otherwise; and
- (iii) MHSNB becomes bankrupt or insolvent (within the meaning ascribed to such terms in the *Bankruptcy and Insolvency Act* (Canada)).

(c) Exemptions from a Major Breach

Conditions or circumstances which are result of an Extraordinary Occurrence shall not give rise to a Major Breach.

(d) Declaration of Major Breach

In the event EM reasonably believes that a potential Major Breach has occurred, MHSNB shall be given written notice of EM's intent to declare a Major Breach and reasonable opportunity to correct the deficiency, following which the matter shall again be reviewed by EM for a determination of Major Breach. MHSNB shall be provided with no less than thirty (30) days further opportunity to cure any such deficiency after written notice thereof before a Major Breach is finally determined.

(e) Emergency Breach

When a Major Breach is determined by EM to constitute an on-going risk of jeopardizing public health and safety (an "**Emergency Breach**"), MHSNB shall be given written notice thereof and EM shall be entitled to terminate the contract under the provisions of Section 18.

(f) Opportunity for Corrective Action

Notwithstanding the provisions of this Agreement, no fine or penalty shall be assessed by EM if MHSNB has not first been notified of the incident giving rise to the fine or penalty and before an opportunity to take corrective action, without penalty.

17. **Dispute Resolution**

(a) Dispute Resolution

Any matter in this Agreement that has a cost impact of at least \$25,000, including those stated to be referable to "Dispute Resolution" shall be resolved in accordance with this Section 17. Dispute Resolution should only be sought after best efforts have been made by EM and MHSNB to resolve the difference.

(b) First Level of Dispute Resolution

Any matter referred to Dispute Resolution shall first be reviewed by the Director of Home Care Services for the Province of New Brunswick and the Director of MHSNB responsible for the management of this contract (herein the "Management Committee"), within ten working days of such reference, and the Management Committee shall work reasonably and diligently to resolve the dispute within fifteen working days thereafter.

(c) Second Level of Dispute Resolution

If the Management Committee is unable to resolve the dispute, then the matter shall be referred to the Assistant Deputy Minister responsible for Extra-Mural Program Services for the Province of New Brunswick and the Chief Operating Officer of MHSNB (the “Appeal Committee”), who shall work reasonably and diligently to resolve the dispute within thirty working days of such reference.

(d) Third Level of Dispute Resolution

If the Appeal Committee is unable to resolve a dispute then the matter shall be referred to the Deputy Minister of Health and the President of Medavie Health Services Inc., who shall work reasonably and diligently to resolve the dispute within thirty working days of such reference.

(e) Duty to Act Reasonably and in Good Faith

In all levels of the dispute resolution process set out above, the parties shall, and shall cause their representatives to, participate in good faith and to act reasonably, with a view to resolving such disputes on a principled basis.

(f) Subject-Matter Experts

For any matter at the second or third level of dispute resolution, the parties may jointly appoint an expert to provide advice and assistance to the parties in respect of the matter under dispute. The costs of any such expert shall be borne equally by EM and MHSNB. In addition, either party may appoint an expert to provide advice and assistance. The costs of any such expert shall be borne by the party wishing the expert advice.

(g) Mediation

For any matter that cannot be resolved at the third level of dispute resolution, either party may require the participation of a mediator, such mediator to be appointed by agreement of the parties, or, failing agreement, such mediator shall be chosen at random from a list of approved mediators acceptable to both parties, such list to be prepared concurrent with signing of this Agreement and updated annually by the parties. The costs of any such mediator shall be borne equally by EM and MHSNB.

(h) Legal Remedies Preserved

If after a matter has proceeded through all levels of dispute resolution as set out above, and the parties are not able to resolve the dispute, either party shall be free to pursue all available remedies at law in respect of such matter, including litigation in the courts of the Province of New Brunswick.

(i) Cost of Enforcement

If either EM or MHSNB institutes litigation against the other party to secure its rights pursuant to this Agreement, the costs of litigation shall be in the discretion of the court.

18. Termination

(a) Termination on Expiry of the Term

This Agreement shall automatically terminate at the end of the term of the Agreement as set out in Section 4, unless otherwise extended or renewed by agreement of the parties in writing 3 months prior to such expiry date.

(b) Termination by EM for Cause

If EM makes a final determination that a Major Breach has occurred, EM may terminate the Agreement on written notice to MHSNB. If the Major Breach is an Emergency Breach, such termination shall be effective immediately. If the Major Breach is not an Emergency Breach, such termination shall be subject to Dispute Resolution and shall be effective at such time as EM has found a suitable replacement for MHSNB, but in no circumstances should be longer than two hundred and forty (240) days. Without limiting the foregoing, MHSNB becoming bankrupt or insolvent (within the meaning ascribed to such terms in the *Bankruptcy and Insolvency Act* (Canada) shall constitute such a breach.

(c) Termination by MHSNB for Cause

MHSNB shall be entitled at its sole option, upon no less than one hundred and twenty (120) days advance notice, to elect to cancel this Agreement without penalty if EM or the Province of New Brunswick has breached the Agreement in such a way that MHSNB is unable to perform its obligations under the Agreement. Without limiting the foregoing, the failure to pay the amounts required in accordance with this Agreement, or to provide the necessary services, funding or assets required, shall constitute such a breach, and EM becoming bankrupt or insolvent (within the meaning ascribed to such terms in the *Bankruptcy and Insolvency Act* (Canada) shall constitute such a breach.

(d) Termination Without Cause by EM

EM may, at its sole option, upon no less than one hundred and eighty days (180) days advance notice, elect to cancel this Agreement without cause. In such case, EM shall pay to MHSNB the actual termination costs incurred by MHSNB as a result of such termination, to a maximum of \$1,000,000. If a dispute arises as to actual costs it will be referred to Dispute Resolution.

(e) Termination Without Cause by MHSNB

MHSNB, at its sole option, upon no less than one hundred eighty (180) days advance notice, may elect to cancel this Agreement without cause. In such case MHSNB shall be obligated to pay EM the actual costs incurred by EM as a result of such termination, to a maximum of \$1,000,000 (the "Termination Costs") in compensation for all loss, injury and damages suffered by EM as a result of the termination of this Agreement by MHSNB. If a dispute arises as to actual costs it will be referred to Dispute Resolution. MHSNB further agrees that the Termination Costs may be recovered by EM by way of set-off against any amounts owing to MHSNB pursuant to the terms of this Agreement (the "Set-Off").

(f) Emergency Takeover

If EM has terminated the Agreement for an Emergency Breach, MHSNB shall cooperate fully and immediately with EM to effect the takeover of MHSNB's operations (an "Emergency Takeover") in accordance with this Agreement. MHSNB shall be deemed to have cooperated fully with the Emergency Takeover if the chief executive officer of MHSNB resigns and a chief executive officer selected by EM is appointed with full authority to operate MHSNB's operations and with responsibilities to report to EM and MHSNB but to take direction with respect to the operation of the Extra-Mural Program Services only from EM. An Emergency Takeover shall be effected within seventy-two (72) hours after the determination that an Emergency Breach has occurred. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to protect the health and safety of residents and visitors of the Province of New Brunswick, and that any legal dispute concerning the finding that an Emergency Breach has occurred shall be initiated and shall take place only after the Emergency Takeover has been completed. MHSNB shall not be prohibited from disputing any finding of Major Breach through litigation, provided, however, that such litigation shall not have the effect of delaying any Emergency Takeover. Neither shall such dispute by MHSNB delay EM's access to the Set-off as defined in Section 6 herein. Neither MHSNB's cooperation with and full support of such Emergency Takeover nor MHSNB's acquiescence to the Set-off shall be construed as acceptance by MHSNB of a finding of Major Breach, nor shall either jeopardize MHSNB's right to recovery should a court later find that the declaration of Major Breach was made in error.

(g) Transition after Non-Emergency Termination for Cause by EM

If EM has terminated the Agreement for a Major Breach other than an Emergency Breach, MHSNB agrees to operate the Extra-Mural Program Services and Extra-Mural Administration Services in accordance with this Agreement and strictly in accordance with the direction and advice of EM until EM is able to obtain a new Extra-Mural Program Services provider, and during such period the following provisions shall apply:

- (i) MHSNB shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent agreement to the winning bidder, including maintaining senior management capacity at the levels contemplated in Section 7;
- (ii) MHSNB shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting MHSNB's service and operating costs to maximize profits during such period;
- (iii) both parties agree to cooperate in finding another Extra-Mural Program Services provider. MHSNB shall be deemed to have cooperated if it acquiesces to the leading role of EM in finding another Extra-Mural Program Services provider, and takes no steps to hinder such search;

- (iv) EM reserves the right to determine that an Emergency Breach has occurred during such termination period and to trigger an Emergency Takeover in accordance with; and
- (v) MHSNB shall fully cooperate with and assist EM in the transition process.

(h) Transition In Other Circumstances

Should this contract be terminated in accordance with Section 18 EM shall depend upon MHSNB to continue provision of the Extra-Mural Program Services and Extra-Mural Administration Services until a new Extra-Mural Program Services provider takes over operations. Under these circumstances, MHSNB shall, for a period of up to two months after the notification period, continue to serve as Extra-Mural Program Services provider. To ensure continued performance fully consistent with the requirements of this Agreement throughout any such Termination Period (the "Termination Period") the following provisions shall apply:

- (i) MHSNB shall continue all operations and support services at substantially the same contractual requirements and performance as were in effect prior to the award of the subsequent agreement to the winning bidder;
- (ii) MHSNB shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting MHSNB's service and operating costs to maximize profits during the Termination Period; and
- (iii) MHSNB shall fully cooperate with and assist EM in the transition process.

(i) Miscellaneous Provisions

Upon Termination or the expiry of the term of this Agreement, the following miscellaneous provisions shall apply:

- (i) Final Invoice MHSNB shall have ninety (90) days in which to supply the required financial statements, the final invoice, and other such documentation necessary to facilitate close-out at the end of the term of this Agreement.
- (ii) Holdback EM shall withhold payment of the last monthly instalment of the Contract Amount under this Agreement (the "Holdback") for a period not to exceed thirty (30) days after the final invoice to facilitate reconciliation. In addition to any routine deductions for late responses or data, as outlined herein, EM, acting reasonably, shall also deduct the costs of repairing or replacing any missing or damaged facilities or equipment provided under this Agreement. EM may apply such costs against the Holdback before releasing the Holdback, to satisfy fully MHSNB's obligations under this Agreement. EM shall not make final payment or release the Holdback until MHSNB's obligations have been fully satisfied including services rendered, return of inventory of supplies, uniforms and equipment in good working condition, normal wear and tear excepted, receipt of final invoice and audit, and receipt of full cooperation from MHSNB in transferring service to a new Extra-Mural Program Services provider.

- (iii) Assignment of Premises and Leases At the end of the Term, MHSNB shall assign to EM or its assignee all of the premises, vehicles and equipment leases used in the Extra-Mural Program Services to which it was then a party, and EM or its assignee shall accept such assignment and shall assume all of the obligations of such leases and EM shall indemnify MHSNB in this regard.
- (iv) Return of Tangible Assets MHSNB agrees to return all Tangible Assets to EM or its assignee in good working order, reasonable wear and tear excepted, at the termination of this Agreement. For any Tangible Assets not returned in accordance with this provision at the conclusion of the term, or for any Tangible Assets returned damaged or otherwise unusable, EM shall repair or replace said equipment at MHSNB's expense and deduct an equivalent amount from the Holdback.
- (v) Human Resources EM shall assume full responsibility for the management, employment and costs of the EM Human Resources, and shall assume full responsibility for the management, employment and costs of the MHSNB Human Resources for the period of time from and after the termination date. For greater certainty, MHSNB shall not be required to accrue or pay for any severance costs related to the EM Human Resources or the MHSNB Human Resources.
- (vi) Make Whole Each party shall be made whole with respect to any monies owing to it by the other hereunder.

19. Indemnification

(a) Indemnification by MHSNB

MHSNB covenants and agrees that it will defend, indemnify, and hold harmless EM, its employees, medical directors, agents and representatives from any act, action, loss, damage, cost, charge or expense ("**Claims**") arising from the negligent performance or the willful misconduct of MHSNB under this Agreement, including, but not limited to, fines, penalties, and other charges levied by Province of New Brunswick, other federal, provincial, and local government agencies by reason of MHSNB's direct or indirect actions. The foregoing indemnification by MHSNB shall be limited as follows:

- (i) it shall not include any Claim for indirect, consequential or punitive damages;

This indemnity shall survive and remain enforceable for two years after the expiration or termination of this Agreement, including actions commenced within such time period. For greater certainty, the right of indemnity shall cease if EM does not deliver notice of any such Claim prior to the expiration of the aforesaid two year period following termination or expiration of this Agreement. There shall be full cooperation of the indemnified party in defending such Claim or demand. Nothing herein shall prevent any party from conducting its own defence of any such Claim or demand at its own expense.

(b) Indemnification by EM

EM covenant and agree that each will, jointly and severally, defend, indemnify, and hold harmless MHSNB, its employees, agents and representatives from any act, action, loss, damage, cost charge or expense (“**Claims**”) arising out of:

- (i) any Claims made by any third party or the Regional Health Authorities related to the Extra-Mural Program Services in the Province of New Brunswick or any matter arising prior to or after the date of this Agreement, provided that such Claims are not attributable to MHSNB’s gross negligence or willful misconduct;
- (ii) any losses attributable to the decision of EM to self-insure certain risks; and
- (iii) any Claims arising from misconduct or negligence of any past or present participant in the Extra-Mural Program other than MHSNB (including any sub-contractors to MHSNB as are approved by EM in accordance with this agreement).

This indemnity shall survive and remain enforceable for two years after the expiration or termination of this Agreement, including actions commenced within such time period. For greater certainty, the right of indemnity shall cease if MHSNB does not deliver notice of any such Claim prior to the expiration of the aforesaid two year period following termination or expiration of this Agreement. There shall be full cooperation of the indemnified party in defending such Claim or demand. Nothing herein shall prevent either party from conducting its own defence or any such Claim or demand at its own expense.

20. **Other**

(a) Entire Agreement

This Agreement constitutes the whole agreement between the parties unless duly modified in writing and signed by the parties in a document explicitly identified as an amendment of this Agreement. No representation or statement not expressly contained herein is binding upon any party. This Agreement replaces any previous agreements with respect to substantially the same subject matter.

(b) Amendments and Compliance with Laws

The agreement cannot be amended except in writing executed by the parties, and any such amendment in writing shall be supplemental hereto and form part hereof. All services furnished by MHSNB under this Agreement shall be rendered in full compliance with all applicable federal, provincial and local laws, ordinance, rules, and regulations. EM shall notify MHSNB of the appropriate laws, rules and regulations that apply to the services under this Agreement, and it shall be MHSNB’s responsibility to comply with those applicable standards and any other standards as they are revised in the future. Subject to the provisions of this Agreement, for greater certainty, in the event of a conflict between any such new policies and protocols, required by changes in the laws, rules or regulations under the terms of this Agreement, or if any such provisions, policies and

protocols have a measureable impact on the cost and Performance Standards, then the parties agree to negotiate amendments to the Agreement in good faith to reflect such increased costs for services.

(c) Waivers

Any waiver of any of the provisions of this Agreement shall not be binding unless evidenced in writing executed by the party making the waiver.

(d) Relationship of the Parties

The parties acknowledge that MHSNB is providing the services contemplated hereunder as an independent contractor. MHSNB is not an employee, partner or joint venturer of EM.

(e) Severability

In the event any provision hereof shall be declared invalid, such provision shall be deemed severable from the remaining provisions of this Agreement which shall remain in full force and effect.

(f) Titles

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

(g) Consent to Jurisdiction

MHSNB consents to the exclusive jurisdiction of the Province of New Brunswick, in any and all actions and proceeding between the parties hereto arising under or growing from this Agreement, irrevocably agrees to service of process by any means authorized under New Brunswick law, and agrees that this Agreement shall be governed by the laws, rules, and regulations of the Province of New Brunswick.

(h) Further Documents, etc.

The parties hereto shall do or cause to be done such further acts and shall execute and deliver or cause to be executed and delivered all such further documents as are reasonably required in order to implement this Agreement.

(i) Counterparts

This Agreement may be executed by original or facsimile signature in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

(j) Time of the Essence

Time shall be of the essence hereof in all respects.

(k) Binding on Successors

This Agreement shall enure to the benefit of and bind the respective parties, their successors and permitted assigns.

(l) Restrictions on Assignability

This Agreement shall not be assignable by MHSNB without the consent of EM, except that:

- (i) EM acknowledges that MHSNB may assign the benefit of the payments under the Agreement to its bank as security for loans required by its operations, and DH consents to such assignment; and
- (ii) MHSNB may assign this Agreement to an affiliate as part of a reorganization or similar transaction where there is no change of control in its parent Medavie Health Services Inc.

(m) Conditions of Assignment

The consent or approval of EM to any assignment or transfer of the Agreement shall not constitute a waiver or release of any rights of EM, and any assignment or transfer shall, by its terms, be expressly be subject to the terms and conditions of this Agreement.

(n) Notification

Unless otherwise provided for in this Agreement, any notice or notification or report required by this Agreement to be delivered to a party hereto shall be delivered to the following personnel:

if to MHSNB, to the Chief Operating Officer of MHSNB; and

if to EM, to Director of Home Care Services for the Province of New Brunswick.

IN WITNESS WHEREOF the parties hereto have properly executed this Agreement as of the day and year first above written.

SIGNED, SEALED and DELIVERED

EM/ANB INC .

Per: 
René Boudreau, Board Chair, EM/ANB Inc.

**MEDAVIE HEALTH SERVICES NEW
BRUNSWICK INC.**

Per: 
Bernard Lord, CEO Medavie

Per: 
Erik Sande, President, Medavie Health Services

Schedule A – Extra Mural Program Services

Schedule B – Performance Standards

Schedule C – Funding and Compensation

Schedule D – Key Performance Indicators

Schedule E – Official Languages Requirements

Schedule F – Tangible Assets

Schedule F.1 – MHSNB Intellectual Property

Schedule G – Data Sharing Agreement (template)

Schedule H – Organization Structure

Schedule I – Phase 1 Operations RACI Matrix

Schedule J – Financial Reporting

Schedule A – Extra-Mural Program Services

The EM and MHSNB will adhere to the New Brunswick Extra-Mural Program Provincial Policies and Annexes as defined in EM Provincial Policy Manual.

The Extra-Mural Program Services, mandate, standards and policies are described in the New Brunswick Extra-Mural Program (EMP) Provincial Policy Manual (PPM).

The PPM includes, but is not limited to, the policies and standards relating to the Program mandate; description; philosophy; goals and objectives; Service Delivery Units; services and programs; service delivery; service providers; medical care; rights and responsibilities; purchased services and integrated partnerships; equipment, drugs, and supplies; provincial committees; Program planning, monitoring (KPIs), and reporting; and annexes.

Proposed changes or amendments are subject to approval by DH as per an established process.

Schedule B - Performance Standards

1. Adherence to the *Health Quality and Patient Safety Act*
 - a. Establishment of a "Part III" Patient Quality and Safety Committee
 - b. Development of and adherence to policies and procedures for patient safety incidents and other incidents

2. Pursue and maintain Accreditation status with Accreditation Canada within 24 months (at the latest) of the start date of the contract for the following items:
 - a. Home Care Services Standards
 - i. Investing in quality services
 - ii. Building a prepared and competent team
 - iii. Providing safe and effective services
 - iv. Maintaining accessible and efficient information systems
 - v. Monitoring quality and achieving positive outcomes
 - b. Other accreditation standards to meet EM mandate
 - i. Palliative Care Standards
 - ii. Telehealth Standards (Telehome care)
 - iii. Quality, Safety and Risk Standards
 - iv. Leadership Standards
 - v. Governance Standards
 - vi. Other standards as applicable

Should any unforeseen circumstances arise that creates delays in the accreditation process both parties will review acting reasonably.

3. Develop and maintain Emergency management functions as outlined in:
 - a. NB *Emergency Measures Act* and associated regulations
 - b. Health Systems Emergency Management Policy Statement and SCA 21600
 - c. EM Emergency Management Plan

4. Adhere to and maintain the established Linguistic Profile- Hiring requirements

5. Adhere to Professional Regulations as outlined in applicable legislation.

6. Adhere to applicable privacy legislation and establish and maintain privacy and security protocols and processes including processes for privacy and security breaches and mandatory annual training for staff.

Schedule C - Compensation

Contract Amount

Baseline Budget

In the first fiscal period of the Term, EM shall pay to MHSNB the Contract Amount for that fiscal period, determined as follows:

In the first full fiscal year (2018-19) of the Term, EM shall pay to MHSNB the Contract Amount and any unanticipated costs as well as Cost Adjustments reconciled at the end of the fiscal year.

For the fiscal year ending March 31, 2020 and thereafter, EM shall pay for all costs (direct or indirect) necessary or desirable to provide the Extra-Mural Program services by MHSNB in the same manner as was carried out by the Regional Health Authorities in the prior 12 month period plus any additional costs related to Service Changes or Cost Adjustments required by this Agreement and reconciled at the end of each fiscal year.

EMP BASELINE BUDGET		
Salaries & Benefits	57,809,700	
Medical Supplies/Drugs	6,398,500	
Equipment (Lease/Maint.)	3,585,100	
Facilities	2,366,400	
Supplies	1,209,600	
Contracted Services	1,740,600	
Telephone	490,700	
Insurance	294,200	
Training/Travel	262,400	
Other	226,000	
Total	74,383,200	

Baseline budget may require adjustments to be added at a later date.

The Baseline budget will be reviewed annually at the end of each fiscal year and where appropriate adjustments will be reviewed as per the Department of Health's annual budget process.

Administration Costs

EM will fund the following administrative costs:

	FTEs	\$
HR & Payroll		
HR Consultant	2	21(1)
Admin Assistant	1	
Payroll Administrator	2	
Integration (for twelve months)		
Project Manager	1	
Change Mgmt. Analyst	1	
Communications		
Communications Coordinator	0.5	
Support Services		
Clinical Education Coordinator	1	
Clinical Quality Coordinator	1	
Risk Coordinator	1	
Data Analyst	1	
Corporate Services		
Financial Analyst	1	
Procurement /AP Administrator	1	
IT / System Administrators	1	
Senior Leadership	2.5	
EM Director positions	4	
Total salaries and benefits	21	\$2,054,560

Other administrative expenses

Bank Charges	\$74,000
Courier & Postage	\$40,000
Facilities	\$73,000
Accreditation	\$128,440
Legal & Professional	\$25,000
Office	\$15,000
Telephone & Communications	\$23,500
Training	\$45,500
Travel	\$60,500
Translation	\$60,500

Total Other Administrative Expenses

\$545,440**Total Administrative Cost funding****\$2,600,000**

MHSNB shall submit invoices to the Minister on a monthly basis for services rendered. The invoices shall include sufficient details to allow the Minister to identify costs incurred.

Cost Adjustments

MHSNB and EM agree that the Contract Amount will be increased or decreased in each year for the following items ("Cost Adjustments"):

- increases following negotiated collective bargaining;
- all documented changes in MHSNB's fuel prices in that year over the prior year's fuel prices, provided that if EM is not satisfied with such change EM reserves the right to tender for fuel;
- the amount by which MHSNB's actual annualized expense for leased and purchased facilities in any fiscal year exceeds or is less than the estimated annual expense for that year in the Contract Amount;
- the expense incurred in that year by MHSNB as a result of price changes on particular items of major medical supplies, to the extent that such price changes exceed the CPI Change in the prior year by more than 150 basis points;
- the amount by MHSNB's actual annualized expenses from the expenses for the employer's portion of the Canada Pension Plan and Employment Insurance premiums exceeds or is less than the estimated annual expense for that year in the Contract Amount;

- the amount by which MHSNB's actual annualized expenses from the WorkSafe Health, Safety and Compensation commission in any fiscal year exceeds or is less than the estimated annual expense for that year in the contract amount.
- the incremental cost to MHSNB of any Extraordinary Occurrence;
- the amount paid by MHSNB for retirement allowance;
- the Administrative Cost will be adjusted annually to reflect any increases in CPI;

Once the amount of a Cost Adjustment has been reflected in the Contract Amount in any year it shall be so reflected in each year thereafter.

Cost savings

Any non-clinical and flow-through cost savings achieved will be shared 50/50 up to an annual cap of \$500,000 (50% of total savings of \$1,000,000). The Baseline Budget will be reduced in the fiscal year following the year when savings were achieved to reflect the new funding level. Any savings achieved in clinical costs, shall be fully reinvested in clinical services.

Services Offered by Service New Brunswick

The proposed compensation model assumes that Services New Brunswick (SNB) will continue to provide IT support services and procurement services as they do today for the Regional Health Authorities.

Services Offered by the Regional Health Authorities

The proposed compensation model assumes that EM will work with MHSNB to facilitate the transition of Extra-Mural Program Services from the Regional Health Authorities.

Incentive Fees and Penalties

Incentive fees and penalties will be in place for the following KPIs:

- New Referral to Care Time
- EM Emergency Department Visits
- Referral from primary care providers and
- EM Visits
- Patient Experience

Process

KPIs are measured and monitored on, at a minimum, a quarterly basis, with the exception of patient experience, which is an annual measure. Performance on each KPI will be reviewed at the Board meetings.

At the end of each fiscal year, the KPIs will be reviewed and reconciled and actuals and targets will be compared to determine whether incentive and/ or penalty payments are applicable.

Incentive payments

Incentive payments will be paid at the end of the fiscal year after review of actual and target performance. A maximum of \$ 1,800,000 in incentive fees can be earned each fiscal year. For some KPIs, incremental incentives have been put in place, allowing for some incentive payments, even if the target is not reached completely.

Penalty payments

Each KPI has a penalty payment that will come into play if actual performance is worse than the baseline performance.

Annual re-set

Baselines and targets will be reviewed at the end of each fiscal year and adjusted accordingly.

Maintenance payment

Maintenance payments will be applicable for some of the KPIs. Maintenance payments come into effect when the standard of care or a specific target has been reached and this performance remains in place for additional years. The maximum period for maintenance payments will be two years and the dollar value is the maximum incentive payment value for that specific KPI. If performance falls below the standard of care or the specific target, maintenance payments will no longer be in effect and the regular incentive and penalty schedule will apply.

After two years of maintenance payments, a new KPI will be introduced.

Indicator: New referral to care time (days)

Description

This indicator measures the length of time from when a new EM patient referral is received to the time of the first intervention (visit) (care event) by any EM health professional (RN, RD, RT, SW, OT, PT, and SLP) in days. This measure determines timely and appropriate access to home healthcare services.

Median: Number of days for which 50% of the patients waited less than the stated number, between their new referral being received and their initial care event (Midpoint). E.g. a median of 3 means that 50% of EM patients waited 3 days or less between referral received and the initial care event. The day the referral is registered is noted as Day 0.

90th percentile: Number of days for which 90% of the patients waited less than the stated number, between their new referral being received and their initial care event. E.g. a 90th percentile of 33 days means that 90% of EM patients received initial care 33 days after referral.

New Referral is the first referral received by EM for the patient, does not include ongoing orders/patient updates from referral source.

Baseline and Target

Baseline:	Median	3	days
	90th percentile	33	days
Target:	Median (days)	1	days
	90th percentile (days)	10	days

Incentive schedule:

Median

A Median of 2 days will earn: \$ 175,000

A Median of 1 day will earn: \$ 350,000

There is a cap of \$ 350,000 for the Median.

90th percentile of 10 days

90th percentile: sliding scale for improvements from 25 days onwards, based on the table below.

There is a cap of \$ 350,000 for the 90th percentile.

90th percentile: # of days	Incentive payment
25 days	\$ 21,875
24 days	\$ 43,750
23 days	\$ 65,625
22 days	\$ 87,500
21 days	\$ 109,375
20 days	\$ 131,250
19 days	\$ 153,125
18 days	\$ 175,000

17 days	\$ 196,875
16 days	\$ 218,750
15 days	\$ 240,625
14 days	\$ 262,500
13 days	\$ 284,375
12 days	\$ 306,250
11 days	\$ 328,125
10 days	\$ 350,000

Re-set schedule

Once the original target for the 90th percentile has been achieved (10 days) a re-set of the target at the end of each fiscal year will take place until the standard of care has been achieved. The standard of care for the 90th percentile is set at 5 days. The target for the median will remain at 1 day.

Annual re-set for baseline and penalty purposes.

Measurement

Fiscal 2018/19: Measurement based on Q3 and Q4 combined results.

Fiscal 2019/2020 and onwards: Measurement over full fiscal

Maintenance payment

Maintenance payments will come into effect when:

- The target has been met for the median. The target for the median is set at 1 day. The maintenance payment for the median target is \$ 350,000.
- The standard of care has been met for the 90th percentile. The standard of care for the 90th percentile is set at 5 days. The maintenance payment for the 90th percentile is \$ 350,000

Maintenance payments will be in effect for a maximum of two additional years.

After two years of maintenance a new indicator will be established in good faith.

Penalties

Results above the baseline

\$50,000 for median

\$50,000 for 90th percentile

Indicator: Ratio of EM Emergency Department visits /EM patients served

Description

This indicator measures the ratio of EM patients that are utilizing the ED. This measure determines if EM patients are receiving regular and appropriate visits by EM health professionals (RN, LPN, RD, RT, SW, OT, PT, SLP, RA) allowing them to remain at home and prevent unnecessary ED visits. Appropriate home health care will decrease unnecessary ED visits.

Baseline and Target

Baseline:

Ratio EM ED visits/patients served	0.6
Number of Visits	18,069
Patients served	30,364

Target:

Ratio EM ED visits/patients served	0.51 equal or less than
------------------------------------	-------------------------

Incentive schedule:

Sliding scale reflecting each 2.5% improvement in the ratio, earns an incentive as per the table below with a cap of \$500,000.

Improvement	Incentive payment
2.5% improvement	\$ 83,333
5% improvement	\$ 166,667
7.5% improvement	\$ 250,000
10% improvement	\$ 333,333
12.5% improvement	\$ 416,667
15% improvement	\$ 500,000

Re-set schedule

Once the target has been achieved a re-set of the target at the end of each fiscal year will take place with a 10% or less improvement relative to the adjusted baseline.

An annual re-set will take place for baseline and penalty purposes.

Measurement

Fiscal 2018/19: Measurement based on Q3 and Q4 combined results.
Fiscal 2019/2020 and onwards: Measurement over full fiscal

Maintenance payment

Maintenance payment of \$ 500,000 for this indicator will come into effect when the standard of care has been met and continues to be met for a maximum of two additional years. The standard of care is set at 0.23 ED Visits/ Patient Served.

After two years of maintenance at 0.23 ED visits/ Patient served a new indicator will be established.

Penalties

Results above the baseline	\$70,000
----------------------------	----------

Indicator: *EM referrals made by primary care providers (family physician or nurse practitioner)*

Description

This indicator measures referrals to EM from community physicians; this will include nurse practitioners (NPs) when they have the ability to refer patients to EM. This measure determines timely access to more appropriate and cost effective community care options thereby avoiding an unnecessary emergency department visit or hospital admission. EM will be first the choice for the medical community before referring patients to the emergency department and hospital for care.

Baseline and target

Baseline: 7,426 referrals

Target: 8,911 referrals (20% improvement)

Incentive schedule:

Sliding scale: Incentives are payed after an improvement of 300 referrals or more with a cap of \$200,000 as per the table below.

Additional referrals	Incentive fee
0-299	\$ 0
300-600	\$ 80,000
601-900	\$ 120,000
901-1200	\$ 160,000
1201-1500	\$ 200,000

Re-set schedule

The target will be re-set annually until a maximum of 44% of referrals from primary care providers over all referrals has been reached.

Measurement

Fiscal 2018/19: Measurement based on Q3 and Q4 combined results.

Fiscal 2019/2020 and onwards: Measurement over full fiscal

Maintenance payment

Maintenance payments will come into effect when the standard of care has been met and will be in effect for an additional two years.

The Standard of care is: primary care referrals not to exceed 44% of all referrals to EM.

After two years of maintenance a new indicator will be established.

Penalties

Below established baseline \$30,000

Indicator: EM visits

Description

This measure determines the utilization of EM health professionals (RN, LPN, RD, RT, SW, OT, PT, SLP, RA) to meet the EM mandate of preventing hospitalization, promoting early discharge from hospital; preventing and delaying institutionalization; and coordination of services in the community.

Baseline:	EM Visits	605,380*
Target:	EM Visits	696,187 (15% improvement)

*The baseline includes additional visits due to additional funding for R&R and Special Care Home Project and excludes visits made by OT/PT to children in schools and daycares.

Incentive

Until target has been met:

No incentives will be paid for improvements below 3%. Incentives will be paid out as per the table below, based on a cumulative increase in the number of visits from the initial baseline until the target of 696,187 visits has been reached.

Cap of \$400,000

Improvement rate from baseline	Number of visits	Incentive fee
3%	623,541	\$133,600
4%	629,595	\$ 178,133
5%	635,649	\$ 222,667
6%	641,703	\$ 267,200
7%	647,757	\$ 311,733
8%	653,810	\$ 356,267
9%	659,864	\$ 400,000
10%	665,918	\$ 400,000
11%	671,972	\$ 400,000
12%	678,026	\$ 400,000
13%	684,079	\$ 400,000
14%	690,133	\$ 400,000
15%	696,187	\$ 400,000

Re-set schedule

- Re-set of baseline at the end of each fiscal year
- Re-set of the target after reaching the target of 696,187 visits. Re-set of target will be based on new government initiatives such as adding new resources as well as opportunities with regards to achieving improved efficiencies and standard visits per shift.
- Re-set of target will reflect a 5% improvement in regular years (once original target of 696,187 visits has been achieved). Incentive pay-out as per the table below for regular years:

Improvement %	Incentive amount
1%	\$ 80,000
2%	\$ 160,000
3%	\$ 240,000
4%	\$ 320,000
5%	\$ 400,000

- Re-set of target will reflect a 20% improvement after full implementation of technology (subject to the technology chosen). The Incentive pay-out schedule to be determined in good faith.

Measurement

Fiscal 2018/19: Measurement based on Q3 and Q4 combined results.

Fiscal 2019/2020 and onwards: Measurement over full fiscal

Maintenance payment

Maintenance payments will come into effect once a mutually agreed upon number of visits has been reached. This number of visits will be based on the introduction of an electronic system, visits per shift standards.

After two years of maintenance a new indicator will be established.

Penalties

Below established baseline \$50,000

Indicator: Patient experience

Description

The Patient Experience is being measured to determine EM patients' overall rating of home health care services, from the patients' point of view. It reflects all patient experiences of the care provided.

Overall rating of home health care services received (% that answered: 8,9,10 on a scale of 0-10 on the New Brunswick Health Council Home Care Survey).

MHSNB will provide a yearly patient experience survey report that will replicate the NBHC wording and processes.

Baseline: 95%

Penalties

\$5,000 per % point that customer satisfaction falls below the 95% baseline.

Actual	Penalty
94%	\$ 5,000
93%	\$ 10,000
92%	\$ 15,000
91%	\$ 20,000
Etc.	Etc.

Measurement

No measurement in 2018.

MHSNB to survey, replicating the NBHC methodology, in the years that the NBHC does not survey, starting in January 2019 and 2020.

Fixed Fee in fiscal 2017/18 and 2018/19

Pro-rated fixed compensation for Q4 2017/18 of \$ 250,000, which will be paid on January 1, 2018.

Recognizing the additional risk with achieving the above incentive fee targets during 2018-19 MHSNB Health Services will receive a guaranteed one-time amount of \$1,000,000 in 2018-19 with the opportunity to achieve an additional \$ 800,000 based on a maximum incentive fee of \$ 1,800,000. The one-time amount of \$ 1,000,000 will be paid on October 1, 2018.

The maximal amount of earnable incentives each fiscal year is set at \$ 1,800,000.

Service Changes

MHSNB and EM agree that the Contract Amount is based on the Baseline Budget. Notwithstanding the foregoing, EM recognizes that after year one of the Term, it may be necessary to change the Contract Amount if the level of service expected by EM of MHSNB changes from the level of service contemplated by this Agreement (a “**Service Change**”). A Service Change may include:

- changes to Standard Operating Protocols or changes in clinical requirements or other rules, protocols or policies, as directed by EM in collaboration with DH;
- changes to the Standards for provision of Extra-Mural Program Services in New Brunswick as set out in Schedule “A”;
- changes in the status quo in type, quality or quantity, ownership, leasing, warranty or maintenance requirements of Tangible Assets from that in use by MHSNB and referred to in Section 6, including changes in the Supply Agreement;
- changes in in-service training required by EM;
- provision of disaster response;
- any change in legislation, regulations, government policy, or the administration thereof affecting MHSNB; and
- a change in the budget allocated to DH and by DH to EM for the provision of the Extra-Mural Program services.

If a Service Change is the result of a request by EM, then the amount of the change in the Contract Amount and the resultant changes in other provisions of this Agreement including, *inter alia* the Performance Standards shall be mutually agreed by MHSNB and EM, acting reasonably, before the Service Change is instituted by MHSNB. For any other Service Change, MHSNB shall submit a proposal to EM as to the cost of the Service Change, which shall be subject to approval by EM, acting reasonably. Once the amount of a Service Change has been determined it shall be added to or deducted from the Contract Amount in each year thereafter as applicable based on the duration of the Service Change.

Honorarium

MHSNB agrees to pay EM a one-time payment of 15 cents per eligible patient in a catchment area (defined as a geographically bounded service area) for any contract executed by the applicable health authority for a program operated by MHSNB in any other jurisdiction, outside the Atlantic Provinces, that provides:

1. Start-up of home health care services; and
2. Integrated health care services which include a combination of:
 - (a) ambulance/community para-medicine;
 - (b) 811 telehealth; and/or
 - (c) home health care services.

Schedule D - Key Performance Indicators

<i>KPIs linked to incentives and penalties</i>				
KPI / Reporting requirement	Baseline/ Target	Reporting Timelines	Incentives/ Penalties	Data source
New referral to care time (in days): median and 90 th percentile	See schedule C: incentives/ penalties	Quarterly	See schedule C: incentives/ penalties	Patient Care Technology (PtCT)
Ratio of EM Emergency Department visits /EM patients served	See schedule C: incentives/ penalties	Quarterly	See schedule C: incentives/ penalties	Patient Care Technology (PtCT) and Electronic Health Record (EHR)
EM referrals made by primary care providers (family physician or nurse practitioner)	See schedule C: incentives/ penalties	Quarterly	See schedule C: incentives/ penalties	Patient Care Technology (PtCT)
Number of EM visits (total and by profession)	See schedule C: incentives/ penalties	Quarterly	See schedule C: incentives/ penalties	Patient Care Technology (PtCT)
Patient experience	See schedule C: incentives/ penalties	Annually	See schedule C: incentives/ penalties	NBHC Home Care Survey (every 3 years)/ MHSNB Health Services New Brunswick for all other years

KPIs linked to contract (no incentives or penalties)

KPI/Reporting requirement	Baseline/ Target	Reporting Timelines	Data source
Patients Served (Total # and #/1000 population)	See Provincial Policy Manual	Quarterly	PtCT
EM CHF and COPD Readmission Rates; 30 and 90 days	See Provincial Policy Manual	Quarterly	DAD, PtCT
Language of Choice: Patient perspective	See Provincial Policy Manual	a. Annually b. Quarterly	NBHC Home Care Survey MHSNB (reported actuals) Audit
EM Hospital Alternate level of Care (ALC): Average # of EM ALC days.	See Provincial Policy Manual	Quarterly	DAD, PtCT
EM Targeted Chronic Disease (Case Mixed Groups (CMGs)): COPD (CMG 139), CHF (CMG 196), Diabetes (CMG 437), Dementia (CMG 670 and 671) and Asthma (CMG 147). a. # of EM hospitalizations b. Average hospital LOS	See Provincial Policy Manual	Quarterly	DAD, PtCT
Patient by Classification(%); Acute, Maintenance/ Supportive, Palliative/ End of Life Care; LTC Complementary Assessment;	See Provincial Policy Manual	Quarterly (and annual review)	PtCT
EM Palliative Care a. % of total EM Palliative Care Deaths occurring in the home compared to % of EM Palliative Care Deaths occurring in hospital b. Average hospital LOS for EM Palliative Care Patients. c. Ratio of EM palliative care patient ED visits/ EM palliative patients served	See Provincial Policy Manual	Quarterly	PtCT, DAD, Electronic Health Record (ED visits)
Average cost per Visit (EM)	See Provincial Policy Manual	Quarterly	PtCT, MIS
Service Recipient Activity: % EM Service Recipient Time, % EM Service Recipient Travel and % EM non-Service Recipient Time	See Provincial Policy Manual		PtCT
EM Unionized Employee Sick Time a. Average paid sick days per employee per year b. Average 'unpaid' sick days per employee per year c. Total number of sick days per year (paid and 'unpaid')	See Provincial Policy Manual	Quarterly	MHSNB (reported actuals)

KPIs for monitoring purposes

KPI/Reporting requirement	Baseline/ Target	Reporting Timelines	Data source
# Admissions to EM	See Provincial Policy Manual	Quarterly	PtCT
# Discharges from EM	See Provincial Policy Manual	Quarterly	PtCT
Patient by Sub-Classification (%); Complementary Assessment; Rehabilitation; Personal Support Services; Home Oxygen Therapy; Telehomecare Services; Paramedic Referrals; and Rehabilitation and Reablement.	See Provincial Policy Manual	Quarterly	PtCT
EM Referrals Source; Dr. offices, health centers, homes, nursing homes, outpatient departments, residential facilities, inpatients and emergency departments	See Provincial Policy Manual	Quarterly	PtCT
Total # of EM hospital admissions per total # EM Patients Served	See Provincial Policy Manual	Quarterly	PtCT, DAD
Provincial CHF and COPD readmission rates	See Provincial Policy Manual	Quarterly	DAD
Average Cost per Discharge	See Provincial Policy Manual	Quarterly	PtCT, MIS
Visit by Location (%); Home, RF, NH, EM Clinic, School and Other	See Provincial Policy Manual	Quarterly	PtCT
Age Distribution of Patients (%); Unknown, 0-18, 19-64, 65-74, 75-84, 85+	See Provincial Policy Manual	Quarterly	PtCT
Average Visits per Shift by profession; RN, LPN, OT, PT, SLP, RA, RT, RD, SW	See Provincial Policy Manual	Quarterly	PtCT
# of Visits Made by Profession: RN, LPN, OT, PT, SLP, RA, RT, RD, SW	See Provincial Policy Manual	Quarterly	PtCT
Number of Telephone contacts	See Provincial Policy Manual	Quarterly	PtCT
Actual # FTEs as a Total and by Profession: RN, LPN, OT, PT, SLP, RA, RT, RD, SW	See Provincial Policy Manual	Quarterly	MIS
Actual % FTEs by Profession: RN, LPN, OT, PT, SLP, RA, RT, RD, SW	See Provincial Policy Manual	Quarterly	MIS
Rehab and Reablement services			
a. Total # of Patients that Received Rapid Rehabilitation and Reablement (R&R) Services (Subclass G)	See Provincial Policy Manual	Quarterly	PtCT
b. Average hospital length of stay (LOS) for R&R target groups (in days)			
c. % of bed days occupied by ALC patients within the R&R target group			
d. % of EM referrals for seniors (65+) from the community			
e. # that Entered R&R that were Referred from Hospital			

f. # that Entered R&R that were Referred from Community			
g. # that Entered R&R in their Home			
h. # that Entered R&R in a Transitional SCH			
i. # of Targeted CMGs that Entered R&R: COPD, CHF, Diabetes, Dementia, Mild/Moderate Stroke, TIA, Fractures, Convalescence and General Strengthening Interventions and Other			
j. # that Completed Care as Planned			
k. # that Exited Without Completing Care as Planned			
l. # of Patients Hospitalized During R&R			
m. # of Patients that Went to the ED During R&R			
Medical Services			
# of claims made for each FFS code; 195, 196, 204, 205, 206, 207, 208, 209, 210, 847 and 848	See Provincial Policy Manual	Quarterly	Medicare
Referral Source			
# of EM Paramedic Referrals	See Provincial Policy Manual	Quarterly	PtCT
Telehomecare Services			
# of Patients that Received Telehomecare	See Provincial Policy Manual	Quarterly	PtCT
% of EM COPD or CHF patients hospitalizations of all COPD or CHF hospitalizations	See Provincial Policy Manual	Quarterly	PtCT, DAD
% of Patients admitted to hospital with COPD or CHF that were receiving EM services prior to admission.	See Provincial Policy Manual	Quarterly	PtCT, DAD
% of patients who were admitted to hospital with COPD or CHF and were discharged with EM services.	See Provincial Policy Manual	Quarterly	PtCT, DAD
Admission rates			
Total # EM hospital admissions per Total # EM Patients Served	See Provincial Policy Manual	Quarterly	PtCT, DAD
Provincial CHF and COPD Readmission Rates; 30 and 90 days	See Provincial Policy Manual	Quarterly	PtCT, DAD
Patient Care Travel Costs			
Total number of EM vehicles (Fleet)	See Provincial Policy Manual	Quarterly	DTI, reported actuals
Total Patient care travel costs	See Provincial Policy Manual	Quarterly	PtCT, MIS
Cost per Patient care visit	See Provincial Policy Manual	Quarterly	PtCT, MIS
Average Km/ vehicle	See Provincial Policy Manual	Quarterly	reported actuals
# of vehicles per actual FTEs (RN, LPN, OT,PT, SLP, SW, RT, RA, RD)	See Provincial Policy Manual	Quarterly	MIS, reported actuals

Personal Care Services Cost (Interim, Acute, Palliative and Total)	See Provincial Policy Manual	Quarterly	MIS, reported actuals
Total Productivity (%)	See Provincial Policy Manual	Quarterly	PtCT
Total Program Costs	See Provincial Policy Manual	Quarterly	MIS
Average cost per discharge	See Provincial Policy Manual	Quarterly	PtCT, MIS
Cost of Equipment	See Provincial Policy Manual	Quarterly	MIS
Cost of Supplies	See Provincial Policy Manual	Quarterly	MIS
Cost of Drugs			
Total Drug Costs	See Provincial Policy Manual	Quarterly	MIS
<u>EM Utilization of Plan W:</u> a. # of EM Patients (Unique) that Used Plan W b. # of EM Claims made to Plan W c. Drug Cost d. Mark-Up Paid to the Pharmacy e. Pharmacy Dispensing Fee f. EM Patients' Co-Payment g. Total Paid by Drug Plan W	See Provincial Policy Manual	Quarterly	New Brunswick Prescription Drug Program
Oxygen Program			
# of patients on Long Term Oxygen Program	See Provincial Policy Manual	Quarterly	PtCT, reported actuals
# of patients on acute Oxygen	See Provincial Policy Manual	Quarterly	reported actuals
# of patients on Oxygen Concentrator	See Provincial Policy Manual	Quarterly	reported actuals
# of patients on liquid Oxygen	See Provincial Policy Manual	Quarterly	reported actuals
Total Oxygen Cost (\$)	See Provincial Policy Manual	Quarterly	MIS, reported actuals for validation.

Schedule E – Working Language Requirements

Personnel and Administrative Services

Personnel and other administrative services to employees must be offered in both official languages and provided in the official language chosen by the employee. Such services include, but are not limited to:

- payroll and benefits services
- counseling services
- staffing services
- training
- appeal and grievance procedures
- miscellaneous personnel administrative services

Performance Reviews

The employee selects the official language in which the performance review will be conducted. If a supervisor cannot communicate in the official language chosen by the employee, a third person such as the next level of management or a representative from the Human Resources section or another person deemed appropriate by both the employee and the supervisor can be brought in to assist.

Communication between supervisors and their employees

Supervisors who have the ability to communicate in both official languages must do so by using their employees' official language of choice.

A supervisor who cannot communicate in the official language chosen by the employee must ensure that processes are in place to facilitate the employee's request to communicate in his/her preferred language.

Drafting Documents

Managers must encourage employees to draft documents in the official language that they are most comfortable in using. Once the documents are completed or close to be completed and circulated, they must be translated.

There are instances when employees will not be able to draft documents in their official language of choice. For example:

- Documents being prepared on an urgent basis must be provided in the language requested. "Urgent basis" is defined as when time frames do not allow translation by a translation agency.

Documentation of client files must be done as per guidelines.

Work Tools

All purchased or internally produced work tools such as computer hardware and software, telephone systems, training and reference books, manuals, administrative directives, policies and guidelines must be made available simultaneously in both official languages.

Managers must offer employees the option to select the official language of the operating systems and software on their computers as well as the configuration for their keyboards. This option must also be provided in regards to telephone systems.

Any new regularly and widely used information system that is purchased or developed for use by employees must be made available in both official languages. At the first available opportunity, existing regularly and widely used unilingual systems intended for employee use, must be converted to bilingual systems.

Meetings

For small meetings, meeting organizers should ensure that the participants have the option of communicating in their official language of choice. Using various means such as alternating between the use of English and French and encouraging employees to make presentations in the official language that they are most comfortable in using can help in accomplishing this.

For large meetings, meeting organizers must ensure that participants have the option of communicating in their official language of choice. This means that all materials and presentations must be available in both official languages. Simultaneous interpretation, bilingual facilitators or English and French co-chairs can be used to meet this objective. Meeting organizers can also elect to conduct separate meetings in either official language.

Schedule F – Tangible Assets

STANDARD NAME	EQUIPMENT NAME	MODEL #	SERIAL #
COUGH ASSIST DEVICE	COUGHASSIST	E70	5192
LASER, THERAPEUTIC	LASER	BIO THERAPY 909	022
COUGH ASSIST DEVICE	COUGH ASSIST	E70	0021412
NEGATIVE PRESSURE WOUND THERAPY UNIT	V.A.C. UNIT (ACTIVAC)	ACTIVAC	VGBR12495
NEGATIVE PRESSURE WOUND THERAPY UNIT	VAC THERAPY UNIT	ACTIVAC	VFSR00371
NEGATIVE PRESSURE WOUND THERAPY UNIT	VAC THERAPY UNIT	ACTIVAC	VFSR00286
NEGATIVE PRESSURE WOUND THERAPY UNIT	NEGATIVE PRESSURE WOUND THERAPY	ACTIVAC	VGBR12511
NEGATIVE PRESSURE WOUND THERAPY UNIT	NEGATIVE PRESSURE WOUND THERAPY	ACTIVAC	VEPR01050
NEGATIVE PRESSURE WOUND THERAPY UNIT	NEGATIVE PRESSURE WOUND THERAPY	ACTIVAC	VGBR12512
NEGATIVE PRESSURE WOUND THERAPY UNIT	NEGATIVE PRESSURE WOUND THERAPY	340394	VFSR16212
NEGATIVE PRESSURE WOUND THERAPY UNIT	NEGATIVE PRESSURE WOUND THERAPY	340394	VFSR00298
PUMP, INFUSION - GENERAL PURPOSE	INFUSION PUMP AMBULATORY	2120	1033674
PUMP, INFUSION - GENERAL PURPOSE	INFUSION PUMP AMBULATORY	21-2120-0102-51	1033673
PUMP, INFUSION - GENERAL PURPOSE	INFUSION PUMP AMBULATORY	2120	1033676
PUMP, INFUSION - GENERAL PURPOSE	INFUSION PUMP AMBULATORY	2120	1033677
NEGATIVE PRESSURE WOUND THERAPY UNIT	VACUM ASSIST CLOSURE, ACTIVAC, KCI	ACTIVAC	VFSR20717
NEGATIVE PRESSURE WOUND THERAPY UNIT	VACUM ASSIST CLOSURE, ACTIVAC, KCI	ACTIVAC	VFSR20718
NEGATIVE PRESSURE WOUND THERAPY UNIT	VACUM ASSIST CLOSURE, ACTIVAC, KCI	ACTIVAC	VFSR20716
NEGATIVE PRESSURE WOUND THERAPY UNIT	VACUM ASSIST CLOSURE, ACTIVAC, KCI	ACTIVAC	VFSR21514
MISCELLANEOUS	BLOWER, ORTHODERM LAL: BIOCLINIC, SR371-3C-01-12, SUNRISE M	SR371-3C-01-12	26087673
LASER, THERAPEUTIC	LASER, BIOTHEREPY: XP200MW, OMEGA	XP200MW	2212
LIFT, PATIENT	CONTROL, LIKOLIGHT LIFT: PEG	CBJ2001NA112191	092742-0094
NEGATIVE PRESSURE WOUND THERAPY UNIT	SYSTEM, WOUND THERAPY, NEGATIVE PRESSURE	ACTIVAC	VFSR21601
NEGATIVE PRESSURE WOUND THERAPY UNIT	SYSTEM, WOUND THERAPY, NEGATIVE PRESSURE	ACTIVAC/60095N/340020	VFSR21538
NEGATIVE PRESSURE WOUND THERAPY UNIT	SYSTEM, WOUND THERAPY, NEGATIVE PRESSURE	ACTIVAC/60095N/340020	VFSR21535
NEGATIVE PRESSURE WOUND THERAPY UNIT	SYSTEM, WOUND THERAPY, NEGATIVE PRESSURE	ACTIVAC	VGBR17639
COUGH ASSIST DEVICE	COUGH ASSIST, MANUAL	CM-3000	003514
COUGH ASSIST DEVICE	COUGH ASSIST, AUTOMATIC	CA-3000	018641
ULTRASOUND UNIT, THERAPEUTIC	ULTRASOUND	D708	781334

Schedule F.1 – MHSNB Owned Intellectual Property

Intellectual Property

EM and DH acknowledges that MHSNB owns or has the right to use the intellectual property, confidential business practices and processes, know-how, management techniques and practice standards in respect of the development, execution and management of Mobile Integrated Health Programs. This includes unique programs specifically developed by MHSNB for New Brunswick (NB) as well as programs based on initiatives developed by MHSNB Health Services (or subsidiaries) in other jurisdictions.

- Extended Care Paramedic Program
- Community Paramedics Improving Patient Outcomes
- Massachusetts Mobile Integrated Health Program
- VISIT (Vitals, Interview, Safety, Inspection, and Treatment) Program
- Long & Brier Community Paramedicine Program

Intellectual Property of the MHSNB Blue Cross (MBC) related organizations include information, ideas and other intangibles developed using our experience and variously expressed as procedures or software in which we as a group of companies have a proprietary interest and should be generally entitled to exercise exclusive rights in relation to the use of the Intellectual Property, including :

1. Proprietary Processes or other confidential information or methods of doing business that provides a competitive advantage.
2. Customized or Invented Software and Communications processes, including but not limited to:
 - a) Communications Centre reports, analysis, processes and systems other than that provided through the TriTech CAD software system. These are a customized and designed suite of reporting tools that allow retrospective daily, weekly, monthly, quarterly, and annual reporting of performance indicators data. These tools were specifically designed for use in concert with the TriTech CAD.
 - b) Software programs developed as Performance Enhancement Tools (PETs) that allow the electronic monitoring of performance parameters and timely reporting of the same to Communications Officers.
 - c) All proprietary protocols related to the delivery of 811 Services as well as 811 and EMS integration
 - d) An electronic Master Street Address Guide (MSAG) to allow timely receipt of changes to the provincial database, as well as a searchable database for on-line use.
3. Business Know-How including MHSNB proposals, project initiation documents (PID), Statements of Work, Project Plans, Business Cases, and Estimate of the Situation, patterns, plans, designs, research data, other proprietary know-how, processes, drawings, technology, inventions, formulae, specifications, performance data, quality control information, unpatented blue prints, flow sheets, equipment and parts lists, instructions, manuals, records and procedures, including testing and inspection techniques and procedures, and all other contracts relating to any of the foregoing.
4. Employee and System Performance Manuals and Documents including:
 - a) Human Resources. Human Resources Staff Manual and related documents, including but not limited to:

- CISM Process and supporting documentation
- Communication Policy Manual
- Community Development Program and Materials
- Customer Service Essentials Guide
- CISD and related program materials
- Employee Performance Appraisal Initiation and program materials
- Ethical Code of Conduct
- Customer Service Training Manual
- Health and Safety Policy
- Infection Control Manual July 2005
- Employment Application, assessment, evaluation, hiring, discipline processes
- New staff Orientation Manual
- Payroll, time cards, and related processes
- Privacy policies and related material

b) Finance. Finance manuals and related documents, including but not limited to:

- Procurement policies and related documents

c) Operations. Operations manuals and related documents, including but not limited to:

- Operations Policies and Procedures manual
- The future state road map and any documents relating to the development or operation of the **IHSCD**.
- Preceptor Processes
- Operations Manager Policies and Procedures manual
- Disaster Management Plan Manual
- START System of Triage
- Site Determination Hazard Analysis

d) Fleet. Fleet manuals and related documents, including but not limited to:

- Fleet Policies manual
- Vehicle Safety Program and related training and development manuals
- Vehicle Safety Staff Scoring and Reporting system
- Vehicle orientation program materials
- Safe Driving Policies
- Vehicle Equipment and usage checklist process

e) Information Technology. IT manuals and related documents, including but not limited to:

- Intranet and email systems design
- IT staff policies
- A Technology Operations Guide outlining front line IT troubleshooting to escalation procedures
- Electronic mapping tools
- Human Resources Software
 - HR Software Server License

- Payroll Software Server License
- Client License for HR Software
- Client Licenses for Payroll Software
- Scheduling Software License
- Finance System
 - Accounting Client Licenses
 - ReQlogic
- Billing System
 - Client License (Enrich System)
- Fleet System
 - Client License (Enrich System)
 - Additional GUI Licenses (Enrich System)

Schedule G – Data Sharing Agreement (Template)

THIS AGREEMENT made in duplicate as of the day of month, year.

BETWEEN:

HER MAJESTY THE QUEEN,
in Right of the Province of New Brunswick
as represented by the Department of Health
(referred to as “DH”)

OF THE FIRST PART

-and-

Name of Data Recipient
Name of organization if applicable
Mailing address
(referred to as “Contractor”)

OF THE SECOND PART

Name of Division of the Department from which information is being disclosed

DATA USE AND CONFIDENTIALITY AGREEMENT

RECITALS:

DH has agreed that it will disclose [type of data (e.g., personally identifiable, de-identified or pseudonomized) data from its Name of database (s) (referred to as the “data”)]as set out in Schedule “A” to the Contractor for the purposes set out in Protocol 6.0 as attached hereto as Schedule “B” and wishes to set out the formal terms of the agreement.

It is essential to ensure the confidentiality of patients who have been [type of information / medical condition to be disclosed (e.g. diagnosed with cancer)]. Every effort shall be made to exclude unnecessary identifying information on individual patients from the computer files. Certain demographic information has been included; however, it is mandatory that all results be presented in a manner which ensures that no individual can be identified.

THEREFORE the parties agree as follows:

1. **Purpose.** The parties acknowledge that each is bound by the provisions of privacy legislation in force from time to time in the province of New Brunswick. The purpose of this engagement is as described in Protocol 6.0 attached hereto. The Contractor will not use or permit others to use the data disclosed under this agreement for any purpose other than as described in this agreement.
2. **Non-Identifying.** The Contractor will not attempt to learn the identity of any person whose data is contained in the file(s) supplied by Division of Department. The Contractor will not discuss in any manner, with any unauthorized person information that could lead to identification of individuals described in the data provided by DH.
3. **Linking.** The Contractor will not attempt to link nor permit others to link the Division of Department data with records in another database, except as described under article 1 of this agreement.
4. **Inadvertent Identification.** If the identity of any person is discovered inadvertently, the Contractor will do the following:
 - (a) no use will be made of the knowledge;
 - (b) DH will be notified of the incident;
 - (c) the discovered identity will be protected from further disclosure.
5. **Analyses.** The Contractor agrees that any and all reports or analyses of the data prepared by the Contractor shall contain only aggregate data. The Contractor will not present data in which an individual can be identified. For further certainty, the Contractor will not present any data based on cell sizes less than 6. If deemed applicable by DH, DH reserves the right to review any and all of the Contractor's reports no less than three (3) weeks prior to dissemination of manuscripts before submission for publication or any public announcement to ensure that confidentiality is not violated and the data is used appropriately.
6. **Sharing.** The Contractor will not release nor permit others to release the data in full or in part to any person, including through a subcontract, except with the written approval of DH. All data provided under the provisions of this Agreement shall remain the property of DH, and may not be copied or reproduced in any form or manner without DH written consent. The Contractor will not provide any computer password or file access codes which protect the Data to any unauthorized person.
7. **Privacy, Security and Audit.** The Contractor will use all reasonable efforts to ensure that the data is preserved including, without limitation, taking such security precautions as DH may request. The Contractor will comply with all DH Policies of which it is notified from time to time. For further certainty, the Contractor will not:
 - (a) transmit DH Data via email;

- (b) use a wireless LAN connection to use DH Data (hardwired connections are permissible); or
- (c) store DH Data on laptops or other portable computing devices or transferable media unless appropriately protected (e.g., encrypted).

On written request from DH, the Contractor shall provide DH or its representatives with reasonable access to the Contractor and its facilities for the purpose of reviewing security measures and other records or information in order to perform audits and security reviews deemed necessary by DH and to ensure the Contractor's compliance with the terms and conditions of this Agreement.

8. **Privacy or Security Breach.** The Contractor shall report by telephone or e-mail to DH any unauthorized access or disclosure of the data as soon as possible upon its discovery, and will take such steps as necessary to prevent further unauthorized use or disclosure. The Contractor shall assist DH as requested in the conduct or resolution of any privacy investigation conducted by the DH or the Integrity Commissioner in respect of the DH Data provided to the Contractor.
9. **Protocol 6.0.** The Contractor acknowledges that DH has entered into this Agreement in reliance on the information and assurances provided by the Contractor in Protocol 6.0 as attached hereto as Schedule "B"; the Contractor agrees to fulfill the assurances set out in Protocol 6.0 as a term of this Agreement and further warrants that the information contained in the said Protocol 6.0 is, to the best of the Contractor's knowledge, true.
10. **Indemnity.** The Contractor shall indemnify DH from any and all liability, loss, or damage suffered as a result of claims, demands, costs or judgments arising out of the failure of the Contractor or those acting in connection with the Contractor to conform to and obey the provisions of this Agreement.
11. **Termination and Secure Destruction.** This Agreement ends upon completion of the project by the Contractor. DH reserves the right to terminate this Agreement without notice and without cause.

Upon termination, Contractor will discontinue use of the data. The Contractor shall, at DH's request, return all originals, copies, reproductions, and summaries of the data and all other tangible materials provided to Contractor. Alternatively, at the option of DH, the Contractor shall certify in writing the secure destruction of the DH Data, using a destruction method deemed appropriate by the DH.

On written request from DH, the Contractor shall provide DH or its representatives with reasonable access to the Contractor and its facilities for the purpose of confirming and auditing adherence to the secure destruction protocols outlined in this article, as deemed necessary by DH.

- 12. **Survival.** The Contractor’s obligations under this Agreement shall remain in full force and effect and survive the termination of this Agreement.
- 13. **Binding Effect.** This Agreement ensures to the benefit of and binds the parties and their respective legal representatives, successors and permitted assigns.
- 14. **Annual Reporting.** The Contractor agrees to provide the DH with an annual written report confirming that the provisions of this agreement are being followed and that the information provided in their Protocol 6.0 application form is unchanged.
- 15. **Amendments.** This Agreement, including Protocol 6.0, may be amended from time to time as required only upon mutual agreement of the Parties.

IN WITNESS WHEREOF the parties have executed this Agreement, to take effect on the date first hereinbefore mentioned.

SIGNED, SEALED and DELIVERED
in the presence of:

HER MAJESTY THE QUEEN in Right
of the Province of New Brunswick as
represented by the Department of
Health

Witness

per:

NAME
Deputy Minister

SIGNED, SEALED and DELIVERED
in the presence of:

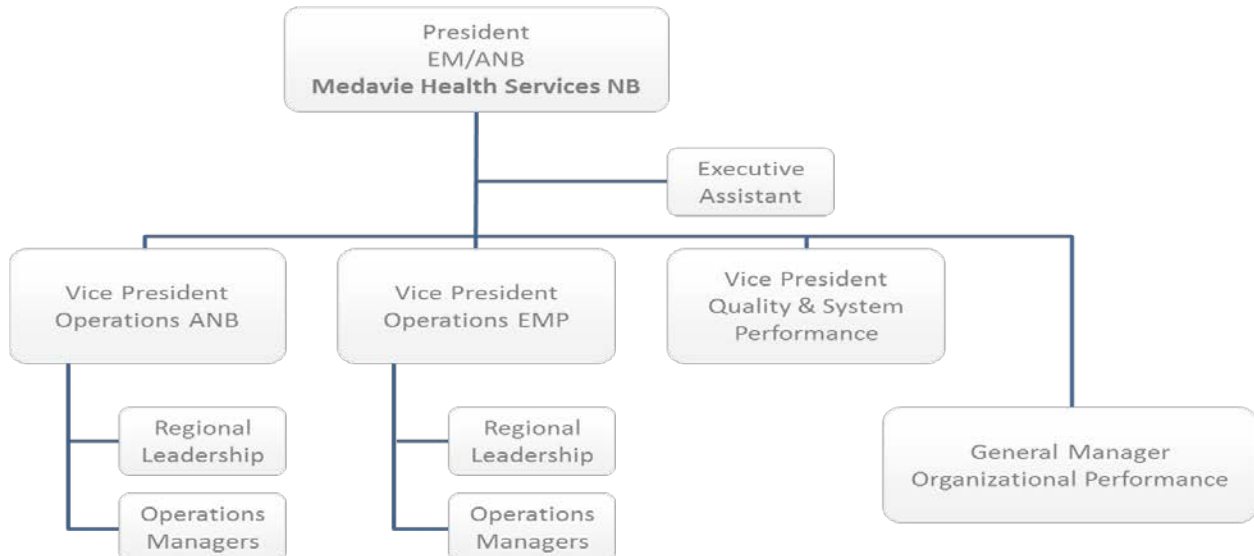
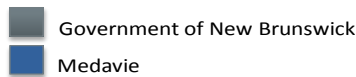
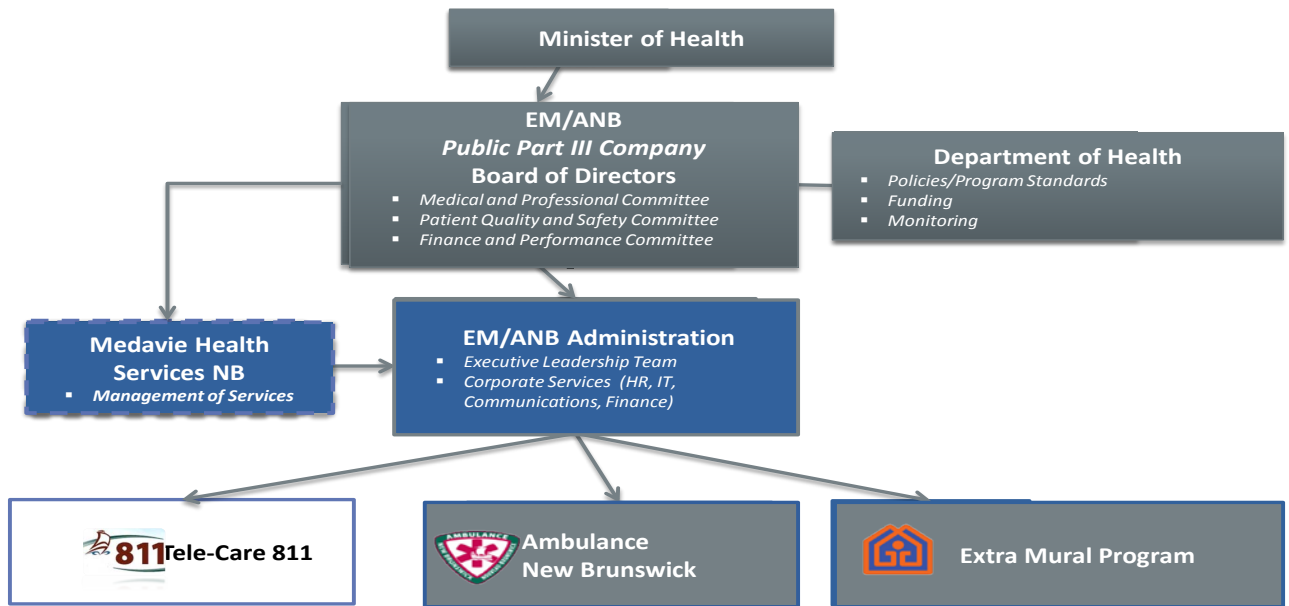
Witness

NAME
Contractor

Appendix “A” – Data Fields to be Provided by DH to the Contractor

Appendix “B” – Protocol 6.0

Schedule H – Organization Structure



Schedule I – Phase 1 Operations RACI Matrix

	DH	Board	RHAs	MHSN B
Project Management & Governance				
Project Governance	C	A		R
MHSNB Project Charter	C	A		R
MHSNB Project Schedule for Phase 1	C	A		R
MHSNB Phase 2 RACI Matrix	C	A		R
MHSNB Project Schedule for Phase 2	C	A		R
Risk management	C	A		R
(1) Human Resources				
CEO Recruitment (MHSNB)	A	C		R
HR Recruitment (Both Part III & MHSNB)	I	I		A/R
Health & Safety (Both Part III & MHSNB)”	I	I		A/R
HR Labour Relations (Part III Staff) – TB also involved (Responsible)	C	A		C
HR Policies Part III	I	A		R
HR Policies MHSNB (including exec team competency profiles)	I	C		A/R
Linguistic profile	C	I		A/R
(2) EM Policies, Processes, Procedures				
Implementation of DH led EM committees and other associated committees (RHAs, SD) (Ex.: Home First, Rehab and Reablement etc.)	A/R	I		C
Implementation of MHSNB led committees	I			A/R
EM Provincial Policies	A/R	I		C
Clinical Care Integration (ANB & EM)	C	A		R
Quality Management Implementation (Including Accreditation)	I	A		R
Safety & Risk Management	I	I		A/R
Clinical and Admin Policies	I	I		A/R
Mapping of Business Processes	I	I		A/R
(3) Performance Management				
Performance Management	C	A		R
Performance Evaluation	R	A		C
Risk Management and Business Continuity	I	A		R
(4) Privacy and Data Sharing				
DH PIA	A/R	I		C
DH TRA	A/R	I		C
MHSNB PIA	C	I		A/R
MHSNB TRA	C	I		A/R
Data Sharing agreement MHSNB – Part III	C	I		A/R
Data Sharing agreement DH- other stakeholders as applicable	A/R	I		C

	DH	Board	RHAS	MHSN B
(5) Operational Governance				
Part III Governance (Board, sub-committees)	C	A		R
-agenda (Board Chair and President)	C	A		R
-invitation / minutes (operations)	I			A/R
-Annual Report	C	A		R
Operational Committees (EM + ANB)	C	I	C	A/R
Part III Business Plan	C	A	C	R
(6) Communications & Change Management				
Launch MHSNB & Part III Public Websites	C	I		A/R
Launch MHSNB (& if needed – Part III Intranet Sites)	C	I		A/R
Stakeholder Engagement Communications	C	I	I	A/R
Analysis of Projects that are underway	C	I		A/R
Education & Change Management of MHSNB + Part III Staff	I	I		A/R
(7) 811 Integration				
811 Integration Planning – TBD	A/R	I		C
(8) Service Delivery Improvement Initiatives				
EM Patient Health Records/ Community IT Strategy	A/R	I	C	C
Changes to EM Plan of Establishment	A	I		R
Optimal Utilization of Providers scope of practice	C	C		A/R
Improvements through Collaboration and Synergies	C	C		A/R
Enhanced Provider Safety	C	C		A/R
Other Items from Project List - TBD	C	C		A/R
Plan for Health Services Coordination Centre	A	C		R
Plan to manage complex patients	A	C		R

RACI:

- R: Who is Responsible; the person who is assigned to do the work
- A: Who is Accountable; the person who makes the final decision and has the ultimate ownership.
- C: Who is Consulted; the person who must be consulted before a decision or action is taken.
- I: Who is Informed; the person who must be informed that a decision or action has been taken.

Schedule J: Financial Reporting

Financial statement	Monthly
Audited financial statement	Annually
Reporting on reinvestments	Annually
Reconciliation	Annually
Budget Part III Company	Annually
Annual Report Part III Company	Annually