

BLOCK FUNDING AGREEMENT
MEDICAL ONCOLOGY SERVICES
NEWFOUNDLAND CANCER TREATMENT AND RESEARCH FOUNDATION

IN EFFECT AS OF APRIL 01, 2007

GENERAL

This agreement covers the funding of physician services associated with the delivery of Medical Oncology services required to meet the health care delivery mandate of the Newfoundland Cancer Treatment and Research Foundation and Eastern Health.

SERVICES

This agreement covers the following services provided by Medical Oncologists and their on-call/locum replacements:

- all medically necessary services provided by them to MCP-insured beneficiaries;
- Administrative and quality assurance programs/issues related to the above services.

This agreement does not include those services or payments associated with the performance of university related duties (teaching, administration and research) and non-insured services. The Program of Medical Oncology will work with the Newfoundland Cancer Treatment and Research Foundation (NCTRF) and the Eastern Region Integrated Health Authority, which have the responsibility for the recruitment of locums.

FUNDING MODEL

The funding model provides case funding to the NCTRF for physician compensation based on existing salary and benefits to be divided by 140 new cases, [to be adjusted for traveling clinics] per year per full time equivalent (FTE) of clinical services.

The case funding rates and new case [consult] thresholds (after adjustments for traveling clinics and including locum funding) for clinical services per each new case shall be:

COMPLEMENT [FTE]	NEW CASE THRESHOLD	FUNDING RATE PER NEW CASE
3	131	\$2,043.27
4	134	\$2,010.55
5	135	\$1,991.42
6	136	\$1,978.87
7	136	\$1,970.00

The above adjusted funding rates and thresholds are based on 22 traveling clinics per year with an allowance of 2 travel days per clinic. Should the number of traveling clinics change these thresholds and funding rates will be recalculated to reflect the change.

Negotiated increases to salary, benefits, and locum payments will be applied to the identified base funding.

RECOGNITION OF MO DIRECTOR

As Director of Medical Oncology, the physician will commit to provide, on average, 11.25 hours per week for administrative services with Eastern Health. Six of these hours (e.g. 2 3-hour sessions) will be provided during blocked out periods of time each week and during regular work hours (9 a.m. to 5 p.m., Monday to Friday). At times, however, it is understood that the need to address urgent and emergent clinical issues may result in the Director being unable to provide part (or all) of the six hour block in any one week as outlined above.

The remaining time commitment will be provided at the physician's discretion. They must, however, make themselves available to address urgent and emergent issues, and in particular, those directly related to patient care.

Based on the above, and for the purpose of calculating the threshold for the Director of Medical Oncology, they will be treated as a 0.7 FTE.

In addition, payments made to the Director, for patients above the FTE threshold, will be limited to a maximum of 80% of the average payment for the specialty group. The 80% calculation will be performed as part of the fiscal year end reconciliation for the APP. If payments were made to the Director in excess of the 80% ceiling in the fiscal year, their threshold in the first quarter of the next year will be increased upward equal to the value of the overpayment.

PAYMENT

Eastern Health will continue the current salary arrangements with the Medical Oncologists at their existing salaried rates and bonuses but allow for additional funding (service bonuses) for extra cases above 140 [to be adjusted for traveling clinics] per year per full time equivalent FTE (35 per quarter before adjustments).

Payments will be made on a quarterly basis. Each physician will be required to carry over any negative entitlements in the next quarter with total payments reconciled annually. With the exception noted above for the Director, no deficit will be carried into the next fiscal year.

In addition, the Medical Oncologists as part of a designated call rota will be entitled to claim universal call payments.

During the life of the agreement, Medical Oncologists will not be eligible to receive financial recognition under the *Additional Workload Policy* for salaried physicians.

OTHER ISSUES:

Any change to the number of Medical Oncologists providing services under this agreement must be communicated to the Medical Services Branch each quarter, prior to financial reconciliation and service bonus payments to the physicians.

PERIPHERAL CLINICS

Regular peripheral clinics shall be provided by the Medical Oncologists to regions of the province where there is sufficient need to justify such clinics, and where there are sufficient physician resources to maintain such clinics as mutually agreed to by the Medical Oncologists and NCTRF. Current case payment rates are based on the provision of 22 traveling clinics being provided per calendar year, namely:

RIHA	Number of annual MO clinics/calendar year
Western	11
Central	11
Total	22

Any change to the number of peripheral clinics to be provided by the Medical Oncologists must be communicated to the Medical Services Branch each quarter, prior to financial reconciliation and payment to the physicians.

The NCTRF shall provide reports of peripheral clinic activity at the request of the Department of Health and Community Services.

NEW CASES DEFINITION

New cases shall be as defined in Appendix A to this agreement

OTHER CONTRACTUAL ISSUES

1. Full-time Medical Oncologists covered under this agreement will continue to have office requirements supplied without cost to the physicians, which must include;
 - a) clinical space and equipment
 - b) clerical space and equipment
 - c) secretarial support
 - d) communication equipment and support
2. The Newfoundland Cancer Treatment and Research Foundation and The Eastern Region Integrated Health Authority will continue to provide to each Medical Oncologist all the benefits contained in the current Memorandum of Agreement (October 01, 2005 to September 30, 2009) which pertain to salaried physicians.
3. Any disputes regarding interpretation of this agreement will be brought to negotiations between the NLMA and Government.
4. This agreement shall be effective as of April 01, 2007 and remain in effect until such time as it is amended through mutual consent of the parties.
5. Any of the parties wishing to otherwise amend or terminate this agreement will provide three (3) months notice of amendment or termination.

This is agreed by:



On behalf of the NLMA

30 August 2007

Date



On behalf of Government

Sept 11. 07

Date



On behalf of the Eastern Integrated Health Authority

10 Sept. 2007

Date

Appendix A**Definitions:****New Patient Consultation:** (New Cases)

This refers to the situation where a physician requests, for the first time, the opinion of an Oncologist competent to give advice in this field. This applies to each different diagnosis of cancer or benign disease referred to the cancer clinic for evaluation and possible treatment.

All follow-up visits for any new patient consultation, including management of complications and progression of the presenting diagnosis will be included in the new patient consultation fee.

A repeat patient who presents for evaluation of a new diagnosis, unrelated to their previous presentations will be counted as a new patient consultation.

The following will not be counted as a New Patient Consultation:

- a second opinion requested within the same specialty of Medical Oncology;
- coverage for absence if a New Patient Consultation has already been performed by the absent oncologist;
- patients accepted for ongoing treatment and care as a result of a change in the oncologist's team responsibilities.

Outreach clinics:

New patient consults will be counted for each patient seen in an Outreach clinic provided that they meet the criteria outlined in the definition above.

Patients subsequently seen and treated by another physician within the same Oncology specialty will not count as a New Patient consultation.

Appendix B**Invoicing requirements:**

Invoicing for the regular salary and benefits for each physician will continue as before.

To qualify for additional funding in excess of regular salary and benefits (represented by 140 new cases per FTE per year – adjusted for traveling clinics) the NCTRF shall provide the following data for each new case consulted to Medical Oncologists from September 1, 2004 onward:

1. patient's surname
2. patient's first name
3. patient's MCP number
4. date of service
5. location of service
6. name of provider
7. diagnostic code

Such information shall be provided to MCP on a regular basis and shall be subjected to normal MCP analysis to verify that the data is consistent with this agreement. MCP shall report to NCTRF on any irregularities and/or inconsistencies and provide the NCTRF the opportunity to correct same or otherwise provide an explanation for them. MCP will make the appropriate adjustments when the required satisfactory update is provided.

The DOHCS will make ongoing financial adjustments to the NCTRF, based on the number of new cases consulted that is in excess of the number required to fund the required salary and benefits as per the terms of this agreement on a quarterly basis, throughout the fiscal year.