



APP Contract #: 904 904 558 12 15

PROVINCE OF BRITISH COLUMBIA  
MINISTRY OF HEALTH

AMENDED TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the 13th day of August, 2012.

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister of Health

(the "Province")

OF THE FIRST PART

**AND:**

INSPIREHEALTH SOCIETY  
200-1330 WEST 8th AVENUE  
VANCOUVER, BC V6H 4A6

(the "Contractor")

OF THE SECOND PART

**BACKGROUND**

- A. The parties entered into an agreement dated, April 30, 2012, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.

**AGREEMENT**

The parties agree as follows:

(1) That Schedule A – 1.0 Definitions shall be amended to include:

- 1.1 (f) **“Nursing and Allied Health Professionals”** means Nurse Practitioners, Kinesiologists, Nutritionists, and Clinical Counselors.

(2) That Schedule A 2.1 be amended as follows:

The Agency will provide **14.81 General Practice (GP) FTE for Integrative Cancer Care Services** at the following Sites, hereafter called the Unit:

SITE	FTE
Vancouver	3.32
Victoria	1.60
Kelowna	1.60
Abbotsford	1.60
Prince George	1.40
Virtual (Vancouver)	1.40
To be allocated	3.89
<b>TOTAL</b>	<b>14.81</b>

The Agency and the Ministry agree that actual FTE utilization may vary across the Sites during the Term of this Contract. In no event will the combined FTE utilization exceed 14.81 FTE for each fiscal year in the Term of this Contract.

The Agency will submit an annual plan for physician resources for each fiscal year in the Term of this Contract by March 1<sup>st</sup> of the preceding fiscal year. This plan will reflect the physician resources (FTE) required for each Site. If the combined physician resources required for the fiscal year are less than 14.81 FTE of physician time, the parties agree that an amount up to the balance of available funding for the respective fiscal year can, on a one-time basis, be utilized to fund the salaries and benefits of Nursing and Allied Health Professionals providing services to Inspire Health patients at rates not exceeding the amounts in Schedule B 3.0.

(3) That Schedule A shall be amended to include paragraph 3.1(e) as follows:

3.1 (e) Nursing and Allied Health Professional Statistics.

- i. Number, names and positions of Nursing and Allied Health Professionals
- ii. Number of Nursing and Allied Health Professional FTE's utilized
- iii. Number of group sessions led
- iv. Number of group sessions participated in
- v. First consultations (in-person)
- vi. Follow-up Visits (in-person)
- vii. Telephone Consultations
- viii. Public presentations

(4) That Schedule B (1.1) be amended as follows:

(b) **"Nursing and Allied Health Professionals"** means Nurse Practitioners, Kinesiologists, Nutritionists, and Clinical Counselors.

(c) **"Full-Time Equivalent"** (FTE) means a minimum of 1,680 hours of Physician Services and 1,840 hours for Nursing and Allied Health Professional Services. ('physician services' is defined by the *Alternative Payments Subsidiary Agreement*). Hours for part-time physicians shall be expressed as a proportion of 1,680 hours. Hours for part-time Nursing and Allied Health Professionals shall be expressed as a proportion of 1,840 hours.

(d) **"Fiscal Year"** means the period beginning April 1 and ending the following March 31.

(5) That Schedule B (2.1) be amended as follows:

The Minister will base its payments for the Services for up to **14.81 General Practice (GP) FTE** physician positions.

The Agency will submit an annual plan for physician resources for each fiscal year in the Term of this Contract by March 1<sup>st</sup> of the preceding fiscal year. This plan will reflect the physician resources (FTE) required for each Site. If the combined physician resources required for the fiscal year are less than 14.81 FTE of physician time, the parties agree that an amount up to the balance of available funding for the respective fiscal year can, on a one-time basis, be utilized to fund the salaries and benefits of Nursing and Allied Health Professionals providing services to Inspire Health patients at rates not exceeding the amounts in section 3.0.

(6) That Schedule B (2:2) be amended as follows:

The maximum funded service per physician or Nursing and Allied Health Professional shall not exceed 1.0 FTE per annum.

(7) That Schedule B (3.1) be amended to include:

3.3 \$95,000 per annum per FTE of Nurse Practitioner plus 22.1% benefits.

3.4 \$70,550 per annum per FTE of Kinesiologist plus 21% benefits.

3.5 \$67,008 per annum per FTE of Nutritionist plus 22% benefits.

3.6 \$67,970 per annum per FTE of Clinical Counselor plus 21% benefits.

(8) That Schedule B (4.1) be amended as follows:

Payments for Physician and Nursing and Allied Health Professional Services under this Contract shall not exceed the annualized sum per fiscal year of \$2,964,355. At the beginning of each fiscal year for the Term of this Agreement, the Agency will submit a Physician/Nursing and Allied Health Professional human resource plan allocating the annualized sum under this Contract as outlined in the following table:

FTE Allocation	Total FTEs	Maximum FTE Service Contract or Salary (incl benefits)	2012-13 Total Expenses	TOTAL
Physicians		\$200,153		
Nurse Practitioner		\$115,995		
Kinesiologist		\$85,366		
Nutritionist		\$81,750		
Clinical Counselor		\$82,244		
PHYSICIAN allocation 2012-13				
NURSING AND ALLIED HEALTH PROFESSIONAL allocation 2012-13				
TOTAL HEALTH PROFESSIONAL FUNDING PLAN				

(9) That Schedule B (4.2) be amended as follows:

The Agency shall submit claims for payment for both Physician and Nursing and Allied Health Professionals within twenty-eight (28) days of the close of each calendar month in the Term. Revised FTE Service Claims for payment adjustments shall be submitted no later than 90 days after the close of each calendar month.

(10) That Schedule B (4.3) be amended as follows:

An FTE service claim submitted to the Ministry for payment must contain all of the following information elements:

- (a) contract name;
- (b) reporting period (period of time covered by the claim);
- (c) codes and descriptions for agency, site, program, control, and sub-control as assigned by the Minister;
- (d) Physician and Nursing and Allied Health Professional information including, as applicable, MSP practitioner number, name, specialty code, practice category, as defined in the *Alternative Payments Subsidiary Agreement*, and engagement status (i.e., contract or salary);
- (e) payment information, by Physician and Nursing and Allied Health Professional, including the service period; annual funding rate; annual payment rate; hours worked (direct, indirect, non-patient care); claim amount;
- (f) rural service information including the community name and community service clarification codes, if applicable; and
- (g) certification by an authorized officer of the Agency verifying the accuracy of the submitted claim and indicating his or her name and title.

(11) That Schedule B (4.4) be amended as follows:

The Minister will pay the Agency within 30 days of receipt of a completed FTE service claim and based on actual FTE utilization, in accordance with Sections 2, 3, and 4 of this Schedule. In no event will the payments provided by the Alternative Payments Program exceed the Maximum Amount per Fiscal Year as stated in Paragraph 4.1. Notwithstanding the utilization rate, the Agency will ensure continuous coverage throughout the Term of the Contract.

(12) In all other respects, the Agreement is confirmed.

The parties have executed this amended Agreement as at the day and year as set out below.

**SIGNED AND DELIVERED** on the 8  
day of Aug, 2012 on behalf of the  
Contractor or an Authorized  
Representative of the Contractor.



\_\_\_\_\_  
Dr. Hal Gunn  
Chief Executive Officer  
Inspire Health Society

**SIGNED AND DELIVERED** on the 1 day  
of Oct, 2012 on behalf of the Province  
by an Authorized Representative of the  
Province.



\_\_\_\_\_  
John English  
Director, Physician Compensation Branch

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA  
Represented by the Minister of Health**

(the "Minister" or "Ministry")

AND

**INSPIREHEALTH SOCIETY  
200-1330 WEST 8<sup>th</sup> AVENUE  
VANCOUVER, BC V6H 4A6**

(the "Agency")

WHEREAS the Agency has agreed to provide **Integrative Cancer Care** clinical and related teaching, research and clinical administrative physician services (the "Services"), as described in Schedule A, and on the terms, conditions and understandings set out in this contract (the Contract);

THEREFORE in consideration of the mutual promises contained in this Contract, the Agency and the Minister agree as follows:

#### **DEFINITIONS**

"**Physician Master Agreement**" means the *Physician Master Agreement* among the Government of the Province of British Columbia, the Medical Services Commission (MSC) and the British Columbia Medical Association (BCMA), dated November 1, 2007, and as may be subsequently amended.

"**Physician Master Subsidiary Agreements**" has the meaning given in the Physician Master Agreement.

"**Alternative Payments Subsidiary Agreement**" means the subsidiary agreement between the Government, the MSC, and the BCMA, dated November 1, 2007.

"**Agency**" means the health authority, hospital, institute or other government-funded body contracting to provide the Services.

WHEREAS the Government has entered into the above agreements with the BCMA and is using the Agency to retain physicians to deliver the Services in a manner consistent with and subject to the terms of those agreements.

**Article 1: The *Physician Master Agreement* and its Subsidiary Agreements**

- 1.1 The parties acknowledge that this Contract is made subject to the *Physician Master Agreement* and *Physician Master Subsidiary Agreements* governing the terms, conditions and compensation that apply to the provision of government-funded physician services as interpreted by the Minister.
- 1.2 In the event that during the term of this Contract, a new subsidiary agreement comes into effect, the parties agree on written notice by one party, and without prejudice to retroactivity, to amend the terms of this Contract to ensure compliance with the new subsidiary agreement.

**Article 2: Appointment**

- 2.1 The Minister retains the Agency to provide the Services in accordance with the terms and conditions of this Contract.

**Article 3: Term**

- 3.1 This Contract shall be in effect from **April 1, 2012 to March 31, 2015** (the "Term"), notwithstanding its date of execution and delivery.

**Article 4: Renewal**

- 4.1 This Contract may be renewed for such period of time and on such terms as the parties may mutually agree in writing.
- 4.2 Subject to Article 4.1, if either party wishes to renew this Contract, it must provide written notice to the other party no later than ninety (90) days prior to the end of the Term. As soon as practicable thereafter, an authorized representative of the Minister and the Agency shall discuss and endeavor to settle the terms of such a renewal in a timely manner so that continuity and delivery of the Services shall not be interrupted.
- 4.3 Subject to Article 4.4, if both parties agree to renew the Contract, the terms and conditions of this Contract must remain in effect until the new contract is signed and any continuation past the Term is without prejudice to issues of retroactivity.
- 4.4 If the parties do not conclude a written renewal under Article 4.2 within sixty (60) days following the end of the Term, this Contract and any extensions will terminate, and the Minister will be under no further obligation to the Agency except to pay to the Agency such fees as the Agency may be entitled to receive pursuant to the schedule of payment (Schedule B) for the Services rendered to the effective date of termination.



**Article 5: Termination**

- 5.1 Notwithstanding any other provision of this Contract, if the Agency fails to comply with any provision of this Contract, the Minister may, in addition to any other remedies available to the Minister and at the sole discretion of the Minister, terminate this Contract with written notice to the Agency. When this option is exercised, the Minister will be under no further obligation to the Agency except to pay for such fees as the Agency may be entitled to receive pursuant to Schedule B for the Services rendered to the termination date set out in the written notice to the Agency.
- 5.2 Notwithstanding any other provision of this Contract, either party may terminate the Contract without cause upon a minimum of six (6) months written notice to the other party at the address set out in Article 18, Notices.
- 5.3 This Contract may be terminated with shorter notice and in such manner as may be mutually agreed by the parties.
- 5.4 In any case of termination, the Minister shall have no obligation except to pay for the Services rendered, pursuant to Schedule B, to the effective date of termination.

**Article 6: Relationship of the Parties**

- 6.1 No employment relationship is created by this Contract or by the provision of the Services agreed herein.
- 6.2 The Agency will accept clarifications from the Minister concerning the deliverables set out in Schedule A. However, the Agency will not be subject to the control of the Minister in respect of the manner in which the Minister's clarifications are implemented unless explicitly specified in the Contract.
- 6.3 Neither of the parties of this Contract shall in any manner commit or purport to commit the other to the payment of any monies or to the performance of any other duties or responsibilities except as provided for in this Contract, or as otherwise agreed in writing between the parties.
- 6.4 The Minister will fund clinical physician positions based on the rates established through the *Physician Master Agreement* and the *Alternative Payments Subsidiary Agreement* inclusive of funding in lieu of benefits. The Agency shall be responsible for providing employment benefits to those physicians employed by the Agency to provide the Services under the *Alternative Payments Subsidiary Agreement*.
- 6.5 The Agency will supply the non-physician labour, materials and approvals necessary to provide the Services at its own expense.
- 6.6 The Minister and the Agency will comply with all applicable municipal, provincial and federal laws.

**Article 7: Restrictions on Funding Use**

- 7.1 Notwithstanding the requirements in Schedule A, the Agency shall use the funds provided under this Contract exclusively for the Services described in Schedule A and for no other.
- 7.2 The Minister will provide funds for services under this Contract to the Agency only upon confirmation from the Agency that it has entered into a contract with a physician or physicians to deliver the Services. This confirmation will include the effective date of the Agency-physician contract and payments will be from the effective date.
- 7.3 No funds provided by this Contract may be used for on-call/availability payments, in accordance with the *Physician Master Agreement*.
- 7.4 The funds provided under this Contract shall not be used for the payment of overhead costs incurred by the Agency or physicians providing the Services of this Contract.
- 7.5 The Agency shall take reasonable measures to ensure that the Services funded under this Contract are provided only to individuals who are beneficiaries as defined by the *Medicare Protection Act*.
- 7.6 The requirement set out in Article 7.5 shall not interfere with providing individuals with necessary urgent medical care in emergency situations.
- 7.7 The funds provided under this Contract for physician services are contingent upon the Agency providing the support services and facilities necessary for the physician(s) to provide the professional services being contracted for.

**Article 8: Agency/Physician Relationship**

- 8.1 Subject to Article 8.2, the Agency is required to establish a written contract with any physician who will be providing the Services pursuant to this Contract and who is not a direct employee of the Agency. Such contracts will conform to the terms of the *Alternative Payments Subsidiary Agreement* and use the template included therein.
- 8.2 Where a physician provides the Services under the *Alternative Payments Subsidiary Agreement*, the payments are intended only for the provision of the Services and not for statutory holidays, vacation or sick leave benefits, or for any break or time spent away from the provision of the Services.
- 8.3 The Agency must establish written terms and conditions of employment with any physician who will be providing the Services of this Contract and who is a direct employee of the Agency. Such terms and conditions of employment will be established using the template included within the *Alternative Payments Subsidiary Agreement*.

- 8.4 The Agency will pay any and all taxes, Employment Insurance premiums, Canada Pension Plan contributions, Workers' Compensation Board assessments and any other statutory payments or assessments of any nature or kind whatsoever that are payable to any government (whether federal, provincial or municipal) or to any body, agency or authority of any said government, in respect of any fees paid to the Agency pursuant to this Contract by virtue of an employment relationship between the Agency and a physician.
- 8.5 Any contract between the Agency and physician(s) to deliver the Services funded by this Contract must conform, in its description of service deliverables, to the Services of this Contract and the expectations set out in Article 8.1 and the contract template noted therein.

#### Article 9: Licenses and Qualifications

- 9.1 Unless otherwise specified within this Contract, the Agency shall ensure that only qualified and licensed physicians perform the Services funded through this Contract.
- 9.2 The Agency shall ensure that the physicians performing the Services are enrolled with the Medical Services Plan.
- 9.3 The Agency shall obtain any approvals that may be necessary to provide the Services.

#### Article 10: Confidentiality

- 10.1 The Agency shall treat all information or material supplied to or obtained by the Agency as a result of this Contract as confidential, and shall not permit the publication, release or disclosure of the same, except as required by law or court order, without the prior written consent of the Minister, with the exception of information or material for purposes of teaching and research, including presentations to scientific meetings and publications in scientific journals for which professional standards of confidentiality apply, and in all cases complying with expectations for patients' privacy under the *Freedom of Information and Protection of Privacy Act*.

#### Article 11: Payment

- 11.1 Subject to Article 11.2, the Minister will pay to the Agency, in full payment and reimbursement for providing the Services, the fees in the amounts and in the manner described in Schedule B, and the Agency will accept such fees as full payment and reimbursement for providing the Services.
- 11.2 The parties acknowledge that the fees payable under Schedule B during the term of this Contract will be subject to the *Physician Master Agreement* and *Physician Master Subsidiary Agreements*.

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**Article 12: Dispute Resolution**

- 12.1 All disputes arising out of or in connection with this Contract may be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre (the "Centre") and:
- (a) the appointing authority will be the Centre; and
  - (b) the case will be administered by the Centre in accordance with its Rules of Procedure.

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**Article 13: Records and Reports**

- 13.1 In connection with the provision of the Services, the Agency will:
- (a) deliver to the Minister reports containing the information required by the Minister within 30 days of request;
  - (b) establish and maintain records of disbursements to individual practitioners and records of payments for directly related expenses, in a form and content satisfactory to the Minister, including but not limited to invoices, receipts, vouchers and payrolls;
  - (c) upon request of the Minister, fully inform the Minister of the work done and to be done by the Agency in connection with the provision of the Services; and
  - (d) permit the Minister at all reasonable times to inspect, review and copy all accounting records, data, reports, medical/clinical records, documents and material, whether complete or otherwise, that have been produced, developed, received or acquired by the Agency as a result of this Contract (collectively the "Material").

**Article 14: Liability Protection**

- 14.1 The Agency will indemnify and save harmless the Ministry, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Ministry may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Contract, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Agency or of any agent, employee, officer, director or subcontractor of the Agency pursuant to this Contract, excepting always liability arising out of the independent, negligent acts of the Ministry.
- 14.2 The Agency will permit only physicians, who can provide evidence that they are insured under the Canadian Medical Protective Association or are otherwise adequately insured against acts of negligence and malpractice, to provide the Services in Schedule A.

**Article 15: Appropriation**

- 15.1 Notwithstanding any other provision of this Contract, the payment of monies by the Ministry to the Agency is subject to:
- (a) sufficient monies being available in an appropriation, as defined in the *Financial Administration Act*; and
  - (b) Treasury Board, as defined in and pursuant to the *Financial Administration Act*, not having controlled or limited expenditure under the appropriation.

**Article 16: Conflict of Interest**

- 16.1 The Agency shall comply with the *Guidelines for Conduct of Government Appointees to BC Agencies, Boards & Commissions* (Appendix 1).

**Article 17: Default**

- 17.1 Further to Article 5, Termination, in the event of breach by the Agency of any term, covenant or condition contained in this Contract, the Minister may do the following:
- (a) deliver written notice to the Agency specifying the default and requiring that the default be remedied within thirty (30) days of the date of the delivery of the notice; or
  - (b) waive the default in writing.

**Article 18: Notices**

- 18.1 Any notice, report, payment, or any or all of the documents that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such personal delivery or, if mailed, delivered on the fifth business day after the mailing of the same in British Columbia by prepaid post and addressed to the Minister at:

**ATTENTION:**

John English  
Director

Physician Compensation Branch  
Ministry of Health  
3<sup>rd</sup> Floor, 1515 Blanshard Street  
Victoria, BC V8W 3C8

and to the Agency at:

**ATTENTION:**

Dr. Hal Gunn  
Chief Executive Officer

InspireHealth Society  
200-1330 West 8<sup>th</sup> Avenue  
Vancouver, BC V8V 3K3

- 18.2 Either party may, from time to time, advise the other by notice in writing of any change of address. The address therein specified will, for the purposes of Article 5, Termination, be conclusively deemed to be the address of the party giving such notice.

**Article 19: Amendments**

- 19.1 No amendment or modification to this Contract will become effective unless written and signed by the parties hereto.

**Article 20: Entire Contract**

- 20.1 The schedules and appendices of this Contract are an integral part of this Contract.
- 20.2 Except where otherwise provided, where there is a conflict between the words of the body of the Contract and the Schedules or Appendices, the words of the Schedules or Appendices shall govern.

**Article 21: No Waiver Unless in Writing**

- 21.1 No provision of this Contract, and no breach by the Agency of any such provision, shall be deemed to have been waived unless such waiver is given in writing and signed by the Minister or an authorized representative.
- 21.2 The waiver by the Minister of any breach of any provision of this Contract by the Agency shall not be deemed a waiver of any subsequent breach of the same, or any other, provision of this Contract.

**Article 22: Headings**

- 22.1 The headings appearing in this Contract have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Contract.

**Article 23: Enforceability and Severability**

- 23.1 If any provision of this Contract is determined to be invalid, void, illegal or unenforceable, in whole or in part, such invalidity, voidance, illegality or unenforceability shall attach only to such provision or part of such provision, and all other provisions or the remaining part of such provision, as the case may be, continue to have full force and effect.



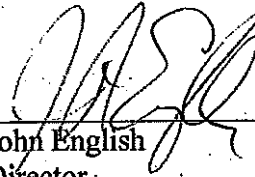
THE PARTIES have duly executed this agreement the 30 day of APRIL, 2012.

SIGNED AND DELIVERED on behalf of  
the Provincial Health Services Authority  
by an authorized representative of the  
Agency.

SIGNED AND DELIVERED on behalf of  
the Ministry by an authorized representative  
of the Minister.



Dr. Hal Gunn  
Chief Executive Officer  
InspireHealth Society



John English  
Director  
Physician Compensation Branch

**Schedule A – The Services****1.0 Definitions****1.1** In this Schedule, except as otherwise expressly provided:

- (a) **“Direct Patient Care”** means clinical intervention with a specific patient present.
- (b) **“Indirect Patient Care”** means patient-specific service provided when the patient is not present. Examples of indirect patient care include, but are not limited to, patient-specific conferences, team meetings, telephone consultations, and chart or report writing.
- (c) **“Non-patient Care”** means those activities that are not patient-specific but require the professional expertise of a physician. Examples of non-patient care activities include attendance at meetings, consultations with other programs or agencies, quality assurance, utilization management functions, and program planning and development activities that are required by the Agency in relation to this Contract.
- (d) **“Full-Time Equivalent” (FTE)** means a minimum of 1,680 hours of Physician Services (‘physician services’ is defined by the *Alternative Payments Subsidiary Agreement*) per year. Hours for part-time physicians shall be expressed as a proportion of 1,680 hours.
- (e) **“Patient-Based Statistical Data”** are the records of a clinical service that document the encounter between patient and physician.

**2.0 Service Description****2.1** The Agency will provide **14.81 General Practice (GP) FTE for Integrative Cancer Care Services** at the following Sites, hereafter called the Unit:

SITE	FTE
Vancouver	3.32
Victoria	1.60
Kelowna	1.60
Abbotsford	1.60
Prince George	1.40
Virtual (Vancouver)	1.40
To be allocated	3.89
<b>TOTAL</b>	<b>14.81</b>

The Agency and the Ministry agree that actual FTE utilization may vary across the Sites during the term of this Contract. In no event will the combined FTE utilization exceed 14.81 FTE for each fiscal year in the term of this Contract.



**Schedule A – The Services**

The Agency will submit an annual plan for physician resources for each fiscal year in the term of this Contract by March 1<sup>st</sup> of the preceding fiscal year. This plan will reflect the physician resources (FTE) required for each Site. If the combined physician resources required for the fiscal year are less than 14.81 FTE of physician time, the parties agree that an amount up to the balance of available funding for the respective fiscal year can, on a one-time basis, be transferred to the Agency's operating grant. The Agency will ensure this funding will be utilized only for the salaries and benefits of Allied Health Professionals providing services to InspireHealth patients.

2.2 The Agency agrees that all physician contracts related to this Contract will:

- (a) be in accordance with the *Physician Master Agreement* and the *Physician Master Subsidiary Agreements* as applicable;
- (b) cover all services provided within the Unit;
- (c) apply only to the direct, in-direct and non-patient care services, as described in Paragraph 2.3; and
- (d) serve as the sole remuneration mechanism for physician(s) for the hours funded by this Contract, unless specifically permitted under Paragraph 4.4(b).

2.3 The Agency will ensure that patients have consistent access to physician services at the Unit including the establishment and maintenance of regular office hours for the duration of this Contract. Physicians will provide the following services, which include, but are not limited to:

(a) **Direct Patient Care:**

- i. 90 minute consultation for a full history and physical, patient treatment, consultations, prescription of therapies, therapy adjustments based on regular monitoring of blood and imaging tests, creation of an individualized healthcare plan and any other direct medical services as necessary.
- ii. Initial 14-hour Introductory Program. A 2-day program to introduce patients and their family members to all of the principles of Integrative cancer care (e.g., visualization, meditation, group support, foundations of healing, healthful nutrition, vitamins, and supplements, etc.).
- iii. Follow-up visits and consultations.
- iv. Telephone consultations with patients.
- v. Group patient visits.
- vi. Support of InspireHealth's Virtual Program (InspireLIFE BC) via a tele-health infrastructure.

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**Schedule A – The Services**

**(b) In-direct Patient Care:**

- i. Consultations with other physicians, health care providers and/or pharmacists, when required for patient care.
- ii. Multidisciplinary team meetings regarding patient assessments, treatment and therapy.
- iii. Creating and maintaining an adequate medical record of the encounter.
- iv. Support for nurse practitioners, nutritionists, counselors in their care of patients.
- v. Researching specific therapies appropriate for individual patients.

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**(c) Non-Patient Care:**

- i. Participate in medical staff meetings and other administrative activities related to the optimal functioning of the Centre's medical services.
- ii. Planning long-term goals related to the provision of optimal functioning of the Centre, in alignment with the British Columbia Cancer Agency, the Canadian Cancer Society and the Provincial Government.
- iii. Analyze and evaluate the efficiency, quality and delivery of the Services, including and without limiting the generality of the foregoing, participation on peer and interdisciplinary reviews, chart reviews and patient outcomes.
- iv. Research, including retrospective studies, qualitative studies and randomized controlled trials to assess and demonstrate the effectiveness of the Centre's programs.
- v. Community work, public talks and lectures.

**Schedule A – The Services****3.0 Deliverables**

3.1 The Agency will report on a quarterly basis to the Ministry within 28 days of the close of each quarter in the term of this Contract, on the following measurables by Site:

(a) Physician Statistics:

- i. Number of LIFE sessions presented
- ii. Number of group sessions led
- iii. Number of group sessions participated in
- iv. First Consultations
- v. Follow-up Visits (in-person)
- vi. Telephone Consultations
- vii. Public presentations

(b) Patient Visit Statistics:

- i. Fireside Chat Attendance
- ii. LIFE Program Attendance
- iii. Patient Cancer Diagnoses (of new patients)

(c) Virtual Program (InspireLIFE BC):

i. Physician Statistics:

Number of LIFE sessions presented (= number of communities)  
Names of communities  
Number of group sessions led  
Number of group sessions participated in  
First Consultations  
Follow-up Visits (in-person)  
Telephone Consultations  
Public presentations

ii. Patient Interaction Statistics:

LIFE Program Attendance per community  
Patient Cancer Diagnoses (of new patients)

(d) Status of Physician Services Allocation:

- i. Number of physicians (names and positions)
- ii. Funding utilization projections with variations and brief explanation

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Schedule A – The Services

## 4.0 Use of Funds

- 4.1 The Agency will use the funds provided in this Contract exclusively for those clinical patient care services and activities described in Paragraph 2.3. Use of these funds in payment for other services is a breach of this Contract.
- 4.2 The Agency must ensure Fee-for-Service (FFS) and Third-Party Billing Waivers ("Waivers") are signed by all physicians providing the Services of this Contract. Waivers are included as appendices to the *Alternative Payments Subsidiary Agreement*.
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- 4.3 Physicians working as part of this Contract may not claim FFS payment from the Minister (Medical Services Plan), except as permitted in Paragraph 4.4, for the following:
- (a) any services or procedures provided to patients in the Unit;
  - (b) any services or procedures related to the program funded by this Contract; and
  - (c) any services provided during any period of time that is applied to the calculation of the FTE requirement under this Contract.
- 4.4 The only exceptions to Paragraph 4.3, for which FFS billings are specifically permitted, are:
- (a) **Third-Party Services (ICBC, WCB and BC's Reciprocal Agreements with Other Provinces):** None.
  - (b) **Other Permitted Fee-For-Service Billings:** None
- 4.5 In any case where the Agency does not directly contract with the physician(s) who will deliver the Services, the Agency must ensure that:
- (a) a formal contract is established between the Agency and the intermediary agent(s);
  - (b) the contract between the Agency and its agent will reflect the full intent of the *Alternative Payments Subsidiary Agreement*, as is applicable, including but not limited to the establishment of physician contracts to deliver the Services in the form and content prescribed within the *Alternative Payments Subsidiary Agreement*;
  - (c) the contract between the Agency and its agent must appropriately transfer the expectations of this Contract to the agent(s);
  - (d) the agent(s) must contract with physicians for delivery of the Services in strict compliance with the terms, schedules and appendices of this Contract; and
  - (e) in no case will funds provided by this Contract be directed to the agent for anything other than the delivery of the Services, as described in Paragraph 2.3.

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Schedule A – The Services**5.0 Reporting**

**5.1 Practitioner Profiles:** The Agency agrees to submit compensation information on physicians providing services as part of this Contract through the Health Authority Physician Reimbursement (HAPR) reporting system established by the Ministry. Until such time that the Ministry and the Agency agree that the HAPR reporting system will meet the following information needs for the purpose of Practitioner Profiles, the Agency will submit to the Minister, within ninety (90) days of the end of any calendar year in the Term, the full details of all forms and amounts of compensation provided by the Agency to any physician for services rendered under or in connection with this Contract within the calendar year. Compensation information must be provided for each physician, identified by name, Medical Services Plan practitioner enrollment number, birth date, and compensation method (i.e., salary or contract). Reports will include:

- (a) all monetary compensation including but not limited to salary, wages and/or fees; and,
- (b) a full description of any benefits, perquisites and/or any other compensation received by or paid on behalf of physician (e.g. Continuing Medical Education, Canadian Medical Protective Association, travel and housing allowances, mandatory employee-related costs such as Employment Insurance and Canada Pension Plan).

**5.2 Physician Contracts:** The Agency agrees to provide the Ministry or its designate with copies of all physician contracts and/or physician employment agreements related to the delivery of services under this Contract.

**5.3 Patient-based Statistical Data:** Records of services provided under this Contract shall be submitted to the Ministry on a quarterly basis, through the Secure File Transfer Protocol, within twenty-eight (28) days of the close of each quarter in the term of this Contract.

The following records must be submitted to the Ministry:

- (a) **Patient-Based Statistical Data:** The Agency will submit information, by Site, regarding the Services provided to all patients seen in the Unit. Information will include, but is not limited to; Service Provider (MSP Practitioner # and Name), Date of Service, Patient (PHN and Name), and Service Description (e.g., first consultation, follow-up visit, group counseling, etc.).
- (b) **Third Party Services:** None.

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**Schedule A – The Services**

- 5.4 **FTE Service Claim:** Within twenty-eight days (28) of the close of each month in the Term, the Agency will provide the Minister with a claim for payment for actual hours of Service provided, in a format as presented in Appendix 2, including the information elements as described in Schedule B, Paragraph 4.3.
- 5.5 **InspireHealth Annual Report:** The Society will provide an annual report on Integrative Cancer Care service activities for each fiscal year in the term of this Contract within 90 days of the close of that fiscal year. This report will include both qualitative and quantitative information concerning issues related to the provision of the Services both over the past year and as may be anticipated in the future. The report will include:
- (a) report on deliverables as per Paragraph 3.0, including explanations concerning significant (+/-10%) variances in actual or anticipated deliverables;
  - (b) report on the goals of the program;
  - (c) factors both within and outside the control of InspireHealth that have or are anticipated to impact productivity, or the delivery of services; and
  - (d) ad hoc items as deemed relevant by the Society.
- 6.0 **Medical Records**
- 6.1 The Agency will be responsible for ensuring that complete medical/clinical records are kept for all patients receiving the Services in accordance with current legal and professional regulatory requirements, including those of the applicable licensing body and the requirements of the Minister as specified in the MSC Payment Schedule.
- 6.2 The Agency will permit the Minister, upon and within forty-eight (48) hours written notice, to copy or audit, or both, any or all of the medical/clinical records requested.
- 7.0 **Miscellaneous**
- 7.1 The Agency acknowledges that it has been advised by the Minister that any commitments with physicians to provide the Services outside the terms and conditions of this Contract or the *Alternative Payments Subsidiary Agreement*, as applicable, are made at the risk of the Agency. Such risks may include, but are not limited to, the termination of this Contract in accordance with Article 5.1.
- 7.2 The Agency agrees to advise physicians in writing of their right to be represented by the BCMA when establishing service contracts or salary agreements with physicians.
- 7.3 On an annual basis, the Agency agrees to participate in a review of the Services and deliverables provided under the Contract, including, but not limited to, reporting compliance, workload, and service utilization.



**Schedule B – Payment****1.0 Definitions****1.1** In this Schedule, except as otherwise expressly provided:

- (a) **“General Practitioner” (GP)** means a physician who is not a Specialist but is a medical practitioner who is and remains a member in good standing of the College of Physicians and Surgeons of British Columbia, whose services require him/her to have a medical degree and who is not providing exclusively administrative services but does not include any member who is an undergraduate or an intern, resident, clinical fellow or clinical trainee in a postgraduate training program.
- (b) **“Full-Time Equivalent” (FTE)** means a minimum of 1,680 hours of Physician Services (‘physician services’ is defined by the *Alternative Payments Subsidiary Agreement*). Hours for part-time physicians shall be expressed as a proportion of 1,680 hours.
- (c) **“Fiscal Year”** means the period beginning April 1 and ending the following March 31.

**2.0 FTE Allocation****2.1** The Minister will base its payments for the Services for up to **14.81 General Practice (GP) FTE** physician positions.

The Agency will submit an annual plan for physician resources for each fiscal year in the term of this Contract by March 1<sup>st</sup> of the preceding fiscal year. This plan will reflect the physician resources (FTE) required for each Site. If the combined physician resources required for the fiscal year are less than 14.81 FTE of physician time, the parties agree that an amount up to the balance of available funding for the respective fiscal year can, on a one-time basis, be transferred to the Agency’s operating grant. The Agency will ensure this funding is utilized only for the salaries and benefits of Allied Health Professionals providing services to InspireHealth patients.

**2.2** The maximum funded service per physician shall not exceed 1.0 FTE per annum.**3.0 Payment Rates****3.1** The Minister will fund the Agency at a maximum rate of:

- (a) **\$200,153** per annum per FTE of GP (Defined Scope B) services provided by the Sites’ physicians for the term of this Contract.
- (b) As per the *Physician Master Agreement* and the *Alternative Payments Subsidiary Agreement*, negotiated rates will increase as applicable.

**Schedule B – Payment**

- 3.2 The Agency will be responsible for setting payment rates for individual physicians providing the Services within the compensation ranges defined in the *Alternative Payments Subsidiary Agreement*, as applicable.

**4.0 Schedule of Payment**

- 4.1 Payment for the Services under this Contract shall not exceed the annualized sum per fiscal year or portion thereof and in the aggregate for the term of this Contract, as outlined in the following table:

Fiscal Year	FTE	Practice Category	FTE Rate	Maximum Amount <sup>1</sup>
2012/2013	14.81	GP (Defined Scope B)	\$ 200,153	\$2,964,355
2013/2014	14.81	GP (Defined Scope B)	\$ 200,153	\$2,964,355
2014/2015	14.81	GP (Defined Scope B)	\$ 200,153	\$2,964,355
<b>Total Aggregate for the Term</b>				<b>\$ 8,893,065</b>

<sup>1</sup>Maximum Amount reflects original committed funding of \$464,355 plus \$2,500,000 for service expansion

- 4.2 The Agency shall submit claims for payment within twenty-eight (28) days of the close of each calendar month in the Term. Revised FTE Service Claims for payment adjustments shall be submitted no later than 90 days after the close of each calendar month.
- 4.3 An FTE service claim submitted to the Ministry for payment must contain all of the following information elements:
- (a) contract name;
  - (b) reporting period (period of time covered by the claim);
  - (c) codes and descriptions for agency, site, program, control, and sub-control as assigned by the Minister;
  - (d) physician information including MSP practitioner number, name, specialty code, practice category, as defined in the *Alternative Payments Subsidiary Agreement*, and physician engagement status (i.e., contract or salary);
  - (e) payment information, by physician, including the service period; annual funding rate; annual payment rate; hours worked (direct, indirect, non-patient care); claim amount;
  - (f) rural service information including the community name and community service clarification codes, if applicable; and
  - (g) certification by an authorized officer of the Agency verifying the accuracy of the submitted claim and indicating his or her name and title.



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**Schedule B – Payment**

- 4.4 The Minister will pay the Agency within 30 days of receipt of a completed FTE service claim and based on actual FTE utilization, in accordance with Sections 2, 3, and 4 of this Schedule. In no event, will the payments provided by the Alternative Payments Program exceed the Maximum Amount per Fiscal Year as stated in the table in Paragraph 4.1 less funds transferred on an annual basis to the Agency's operating budget. Notwithstanding the utilization rate, the Agency will ensure continuous coverage throughout the term of the Contract.
- 4.5 In accordance with Article 13 of the Contract, Records and Reports, payment may be withheld pending receipt of the reports required under Schedule A, Section 5.
- 
- 5.0 Permitted Direct Billings**
- 5.1 The Agency shall collect all third-party and direct billed service billings for physician services provided under this Contract. The Agency shall keep fifty (50) percent of the collected funds and submit the balance (50 percent) to the Minister.
- 5.2 No funds may be paid to physicians for direct billed services related to this Contract.
- 5.3 The Agency shall submit a full accounting as of the last day of each fiscal year in the Term and at the end of the Term, and submit to the Ministry a cheque payable to the Minister of Finance within sixty (60) days following these dates.



## **APPENDIX 1: GUIDELINES FOR CONDUCT**

Developed by the British Columbia  
BOARD RESOURCING AND DEVELOPMENT OFFICE

Government appointees are expected to meet high standards of conduct which enhance and maintain public confidence in the operation of BC's public agencies, boards and commissions. They must act to instill public confidence in their actions and decisions.

### **Who is affected?**

These guidelines apply to anyone appointed by the provincial government to any agency, board or commission operating in BC, unless they are already subject to ethical guidelines specifically created by government specifically for their particular agency, board or commission, or are appointed to act as a consequence of being a government employee.

### **How do the guidelines work?**

The provincial government respects the independence of its agencies, boards and commissions. It appreciates the efforts and willingness to serve of dedicated individuals.

It also expects all government appointees to agencies, boards and commissions to work within these guidelines.

Specific agencies, boards or commissions may have their own explicit needs, guidelines or standards. If no such standards yet exist, public bodies are encouraged to design their own.

The chair or registrar of an agency, board or commission, or government itself may take action if these guidelines are breached. Such action may include dismissal, suspension, reprimand, warning or other sanction.

When and where possible, appointees or their chair or registrar may seek the opinion of provincial government staff with whom their particular board works, for clarification or resolution of any matter.

### **Conflict of Interest**

Appointees must avoid any conflict of interest that might impair or impugn the independence, integrity or impartiality of their agency, board or commission. There must be no apprehension of bias, based on what a reasonable person might perceive.

Appointees who are in any doubt must disclose their circumstances and consult with their chair or registrar.

In practical terms, appointees should ensure that:

- All personal financial interests, assets and holdings are distinct from and independent of any decision, information or other matter that may be heard by or acted upon by their particular agency, board or commission.
- Activities undertaken as a private citizen are kept separate and distinct from any responsibilities held as a member of an agency, board or commission.
- Activities undertaken as a member of an agency, board or commission are kept separate and distinct from any activities undertaken as a private citizen.

- They remain impartial at all times toward individuals who deal with their agency, board or commission and as a member avoid taking any action that may result in preferential treatment for any individual. Personal employment is not dependent on any decision, information or other matter that may be heard by or acted upon by the agency, board or commission.
- Other memberships, directorships, voluntary or paid positions or affiliations remain distinct from work undertaken in the course of performing their duties as public appointees.
- Actions taken in the course of performing duties as public appointees neither cause nor suggest the reality or perception that their ability to perform or exercise those duties has been or could be affected by private gain or interest.

#### Other guidelines...

While acting as a member of an agency, board or commission, appointees are expected to abide by the following:

- *Integrity* - Appointees are expected to act at all times in good faith and with honesty and due diligence, for the public interest.
- *Participation and Preparation* - Appointees are expected to regularly attend meetings and to adequately prepare for the duties expected of them.
- *Behaviour* - The conduct and language of appointees must be free from any discrimination or harassment prohibited by the *Human Rights Code*. Appointees' conduct should reflect social standards of courtesy, respect and dignity.
- *Confidentiality* - Appointees must not reveal or divulge confidential information (defined as that which cannot be obtained from other sources) received in the course of their duties. Confidential information must not be used for any purpose outside that of undertaking the work of the agency, board or commission to which they have been appointed.
- *Public Commentary* - Appointees must comply with the public comment protocols established by their particular agency, board or commission. If none exist, appointees must refer to the chair for guidance before making public comment on agency, board or commission matters.
- *Private Gain* - Agency, board or commission work should not result in any personal or private financial or other substantive gain for public appointees. Private gain does not include honorariums for service on an agency, board or commission.
- *Duty to Inform* - Appointees must inform the chair of their agency, board or commission of any circumstance that may have a negative or harmful effect on their respective abilities to perform the duties required of their appointments.

## APPENDIX 2: FTE SERVICE CLAIM TEMPLATE

<b>ALTERNATIVE PAYMENTS PROGRAM</b>								<b>Description</b>	<b>Coding</b>						
<b>FTE SERVICE CLAIM:</b>								<b>Agency Site</b>							
<b>Contract Name:</b>								<b>Program Control</b>							
<b>PERIOD OF CLAIM (Month/Year):</b>								<b>Sub-Control</b>							
<b>Physician Information:</b>						<b>Rural Service Information:</b>									
(1) Contract Site	(2) Prac #	(3) Physician Name	(4) Specialty	(5) Practice Category	(6) Annual Pay Rate (min-1680 hours per FTE)	(7) Service Period Month/Year	(8) Annual Funding Rate	(9) Direct Hours Worked	(9) Indirect Hours Worked	(9) Non-patient Hours Worked	(10) Total Hours Worked	(11) Claim Amount	(12) Community Name	(13) SCC	(14) Fee Prem %
					\$ -		\$ -	-	-	-	-	-			
					\$ -		\$ -	-	-	-	-	-			
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<b>TOTALS</b>											\$ -				
(1) The name of the site where services are provided.															
(2) Physician Practitioner Number(s) assigned by MSP.															
(3) The name of the physician who provided the service.															
(4) The Specialty of the physician providing services (eg. GP, Psychiatry, Pediatrics).															
(5) The physician's Practice Category as per the Alternative Payments Subsidiary Agreement.															
(6) Annual compensation provided to the physician by the health authority.															
(7) Service period claimed.															
(8) The APP Annual FTE Funding Rate as per Schedule B of the Service Contract.															
(9) Direct, indirect and Non-patient care hours worked as specified in the contract.															
(10) Total hours worked = sum of Direct Indirect and Non-patient care hours.															
(11) Total claim = Annual FTE Funding Rate divided by 1680 hours x Total Hours Worked, rounded to 2 decimal places FOR RURAL COMMUNITIES ONLY. ELIGIBILITY AS PER RURAL PRACTICE SUBSIDIARY AGREEMENT.															
(12) Name of Community where services were provided.															
(13) Service Classification Code (SCC) – current information available at the following website:															
(14) Fee Premium percentage, as per website.															

I hereby certify all information provided on this claim to be accurate.

Prepared by: \_\_\_\_\_

Approved by: \_\_\_\_\_

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

[http://www.health.gov.bc.ca/school/0809\\_Rural\\_Retention\\_Points\\_08\\_May\\_13.pdf](http://www.health.gov.bc.ca/school/0809_Rural_Retention_Points_08_May_13.pdf)

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA  
Represented by the Minister of Health**

(the "Minister" or "Ministry")

**INSPIREHEALTH SOCIETY  
200-1330 WEST 8<sup>TH</sup> AVENUE  
VANCOUVER, BC V6H 4A6**

(the "Agency")

That the parties agree as follows:

- A. The parties entered an agreement dated for reference the 30<sup>th</sup> day of April, 2012, a copy of which is attached as Appendix 1 (herein called the Contract); and
- B. The parties have agreed to amend the Contract.

THEREFORE in consideration of the mutual promises contained in the Contract, the Agency and the Ministry agree as follows:

- (1) That Schedule B – Payment of the Contract shall be amended to include item 6.0 **Operational Costs** and to read as follows:

**Schedule B – Payment**

**6.0 Operational Costs**

- 6.1 Payment for the Operational Costs under this Contract shall not exceed the maximum APP funded cost for the term of this Contract, as outlined in the following table:

<b>Fiscal Period</b>	<b>Maximum APP Funded Cost for the Period</b>
April 1, 2012 to March 31, 2013	\$98,680
April 1, 2013 to March 31, 2014	\$98,680
April 1, 2014 to March 31, 2015	\$98,680
<b>Total Costs</b>	<b>\$296,040</b>

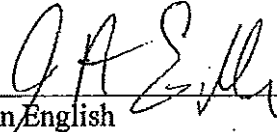
THE PARTIES have duly executed this agreement the 22 day of January, 2014.

SIGNED AND DELIVERED on behalf of  
the InspireHealth by an authorized  
representative of the Agency.

SIGNED AND DELIVERED on behalf of the  
Ministry by an authorized representative of  
the Minister. *NE*



Shelley Wells  
Chief Operating Officer  
InspireHealth Society



John English  
Director  
Physician Compensation Branch