



BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development

The Province

(the "Province", the "Minister", a "Director", "we", "us", or "our" as applicable)

AND

Dr. Mary Kay Nixon

(the "Contractor", "you", or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement number KL05005K01 and dated May 12,
2004, (the "Agreement").
- B. The parties have agreed to modify the Agreement effective April 1, 2013.

AGREEMENT

The parties agree as follows:

1. To extend the term to **March 31, 2014**.
2. To amend **Appendix 2 – PAYMENT** by replacing paragraph 1 with the following:

The Region will pay the Physician at a rate of **\$485.88** per session that the Physician provides Services under the terms of this contract, upon receipt of their invoice in the form of a Certificate of Services as attached. The total aggregate of this agreement will not exceed:

Maximum of **118** sessions @ **\$485.88** per session to a total aggregate not exceeding **\$57,333.84** for the term beginning **April 1, 2013 and ending March 31, 2014**.

3. In all other respects, the Agreement is confirmed.

The parties have duly executed this modification agreement as of the 9 day of April, 2013.

SIGNED AND DELIVERED on behalf of the Province by its
authorized representative:

Authorized Representative

Name
Patti Simmons

Title
Community Services Manager

SIGNED AND DELIVERED by or on behalf of the Contractor (or
by an authorized signatory of the Contractor if a Corporation)

Contractor or Authorized Signatory

Name
Dr. Mary Kay Nixon

Title
Psychiatrist

DISTRIBUTION: COPY 1 - FINANCIAL SERVICES DIVISION COPY 2 - CONTRACTOR COPY 3 - ORIGINATING OFFICE

**SESSIONAL CONTRACT
FOR PHYSICIAN SERVICES**

Contract Number: KL05006K01

BETWEEN:

Dr. Mary Kay Nixon

(the "Physician")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by **The Minister of Children and Family Development**

(the "Agency" or "Region")

WHEREAS the Physician wishes to contract with the Agency and the Agency wishes to contract with the Physician to provide medical services (the "Services") on the terms, conditions and understandings set out in this Sessional Contract (the "Contract");

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

DEFINITIONS

"Material" means findings, data, reports documents and records, whether complete or otherwise, that have been produced or developed by the Physician, or provided to the Physician by the Agency, as part of the Services under this Contract.

"Second Master Agreement", means the agreement between the Government, the Commission and the BCMA, dated February 28, 2001.

"Working Agreement", means at any one time the current Working Agreement between the BCMA, the Government and the Commission.

Article 1: Term & Renewal

- 1.1 This Contract will be in effect from April 01, 2004 to March 31, 2005 notwithstanding the date of its execution (the "Term").
- 1.2 This Contract may be renewed for such period of time and on such terms as the parties may mutually agree to in writing. 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 and, as soon as practical thereafter, the parties will meet to discuss and endeavour to settle in a timely manner the terms of such a renewal.

- 1.3 Subject to clause 1.4, if both parties agree to renew the terms and conditions of this Contract, it shall remain in effect until the new contract is signed and any continuation past the Term is without prejudice to issues of retroactivity.
- 1.4 In the event that a new contract is not completed within six (6) months following the end of the Term, this Contract and any extensions will terminate without further obligation on either party.

Article 2: Termination

- 2.1 Either party may terminate this Contract without cause upon six (6) months written notice to the other party.
- 2.2 Either party may terminate this Contract without notice if the other party breaches one or more of its fundamental terms.

Article 3: Relationship of Parties

- 3.1 The Physician is an independent contractor and not the servant, employee, or agent of the Agency. No employment relationship is created by this Contract, or by the provision of the Services to the Agency by the Physician.
- 3.2 Neither the Physician nor the Agency will 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 to in writing between the parties.
- 3.3 The Physician must pay any and all payments and/or deductions required to be paid by him/her, including those required for income tax, Employment Insurance premiums, Workers Compensations premiums, Canada Pension Plan premiums or contributions, and any other statutory payments or assessments of any nature or kind whatsoever that he or she is required to pay to any government (whether federal, provincial or municipal) or to any body, agency, or authority of any government in respect of any money paid to the Physician pursuant to the Contract.
- 3.4 The Physician agrees to indemnify the Agency from any and all losses, claims, damages, actions, causes of action, liabilities, charges, penalties, assessments, re-assessments, costs or expenses suffered by it arising from the Physician's failure to make payments required at Clause 3.3.
- 3.5 The indemnity clause in Article 3.4 survives the expiry or earlier termination of this Contract.

Article 4: Non-Exclusivity

- 4.1 Unless specified otherwise, the Physician must not bill fee-for-service for the Services covered by this Contract. The Physician may bill fee-for-service or directly for any and all services delivered outside the scope of this Contract.

Article 5: Autonomy

- 5.1 The Physician will provide the Services under this Contract in accordance with applicable standards of law, professional ethics and medical practice and any Agency policies, by-laws or rules and regulations that are not inconsistent with or represent a material change to the terms of this Agreement.
- 5.2 Subject to clause 5.1, the Physician is entitled to professional autonomy in the provision of the Services.

Article 6: British Columbia Medical Association

- 6.1 The Physician is entitled, at his or her option, to representation by the British Columbia Medical Association (the "BCMA") in the discussion or resolution of any issue arising under this Contract, including without limitation the re-negotiation or termination of this Contract.

Article 7: Dispute Resolution

- 7.1 This Contract is governed by and is to be construed in accordance with the laws of British Columbia.
- 7.2 All disputes with respect to the interpretation, application or alleged breach of this Contract that the parties are unable to resolve informally at the local level, may be referred to mediation on notice by either party to the others, with the assistance of a neutral mediator jointly selected by the parties. If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or within such other period as agreed to by the parties in writing, the dispute will be referred to arbitration administered pursuant to the *Commercial Arbitration Act*.
- 7.3 Should the parties be unable to agree on the selection of the mediator or arbitrator within seven (7) days after notice is served by any party seeking the appointment of a mediator or arbitrator, the Chief Justice of the Supreme Court of British Columbia will be asked to appoint the mediator or arbitrator.
- 7.4 Upon agreement of both parties, the dispute may bypass the mediation step and be referred directly to arbitration.

- 7.5 The Agency and the Physician must advise the Ministry of Health Services and the BCMA respectively prior to referring any dispute to arbitration. The Ministry of Health Services and the BCMA shall have the right to apply to intervene in the arbitration and such application will rely on the common-law test for granting intervenor status. All intervenors are responsible for their own costs and any other costs the arbitrator may order them to pay.
- 7.6 Any dispute settlement achieved by the parties, up to the point of arbitration, will be deemed to have been concluded without prejudice to other disputes or proceedings involving other parties, and will not be referred to in any other dispute or proceeding.

Article 8: Service Requirements

- 8.1 The Physician will provide the Services and the number of sessions set out at Appendix 1.
- 8.2 The Agency and the Physician will provide the support, technology, material and supplies as set out at Appendix 1.

Article 9: Licenses & Qualifications

- 9.1 The Physician is and shall remain a registered member in good standing with the College of Physicians and Surgeons of British Columbia and conduct his/her practice of medicine consistent with the conditions of such registration.
- 9.2 The Physician is and shall remain enrolled in the Medical Services Plan.
- 9.3 All medical services under this Contract will be provided either directly by the Physician, or by an intern or resident under the supervision and responsibility of the Physician in accordance with the "*Guidelines for Payment for Services by Residents and/or Interns*" published by the Medical Services Commission, or by a clinical fellow under the supervision and responsibility of the Physician.
- 9.4 Where the facility where the Services are provided is subject to the *Hospital Act*, all Physicians performing Services on behalf of the Agency at the facility must first be credentialed and granted privileges at the facility, and no physician who has not been credentialed or obtained and maintained such privileges, shall be permitted by the Agency to perform the Services.

Article 10: Third Party Claims

- 10.1 Each party will provide the other with prompt notice of any action against either or both of them arising out of this Contract.

Article 11: Subcontracting

- 11.1 The Physician may, with the written consent of the Agency, subcontract or assign any of the Services. The consent of the Agency will not be unreasonably withheld.

Article 12: Compensation

- 12.1 The Physician will invoice the Agency for all the Services provided in a form acceptable to the Agency.
- 12.2 The Agency will pay the Physician pursuant to Appendix 2 upon receipt of an invoice for the Services provided.
- 12.3 Sessional Physicians shall be entitled to access the Physician Benefit Plans as provided for in the Second Master Agreement and the Working Agreements.
- 12.4 The Agency must forward the necessary information to the BCMA Benefits Department prior to March 31 of each year in which the Contract is in effect.

Benefits Manager
British Columbia Medical Association
115 – 1665 West Broadway
Vancouver, BC V6J 5A4

Article 13: Reporting

- 13.1 The parties acknowledge that the Agency has a responsibility to transmit the details of the Services to the Ministry of Health Services the same as required for physicians billing fee-for-service, including:
- a) the name and identity number of the patient;
 - b) the practitioner number of the practitioner who personally rendered or was responsible for the service; and
 - c) the details of the service, including the location where the service was rendered, the date and time the service was rendered, the length of time spent rendering the service, the diagnosis and the equivalent fee item or encounter record code.
- 13.2 The Physician will co-operate with the Agency and make all reasonable efforts to provide it with the information it requires in order to meet its obligation referred to in article 13.1, by providing the information listed at Appendix 4.
- 13.3 The Physician will also report to the Agency all work done by him/her in connection with the provision of the Services.

- 13.4 The Physician is responsible for the accuracy of all information and reports submitted by him/her to the Agency.
- 13.5 The Physician is required to complete and submit to the Agency all reports reasonably required by the Agency within 30 days of the Agency's written request.

Article 14: Records

- 14.1 Where the Agency has procedures in place, the Physician will create Clinical Records in the clinical charts, which are established by and owned by the Agency and used by the facility where the Services are provided.
- 14.2 Where the Agency does not have procedures in place, the Physician will create and maintain Clinical Records in the manner provided for in the *Medical Practitioners Act*.
- 14.3 The Physician will keep business accounts, including records of expenses incurred in connection with the Services and invoices, receipts and vouchers for the expenses.
- 14.4 For the purposes of this section, "Clinical Record" means a clinical record maintained in accordance with the rules concerning practitioners' records under the *Medical Practitioners Act* and an adequate medical record in accordance with the Medical Services Commission Payment Schedule.
- 14.5 The Physician will promptly return to the Agency all Materials in his/her possession or control if requested to do so by the Agency.

Article 15: Liability Protection

- 15.1 The Physician will without limiting his/her obligations or liabilities herein purchase, maintain, and cause any sub-contractors to maintain, throughout the Term of this Contract:
 - 15.1.1 Where the Physician owns or rents the premises where the Services are provided, he/she shall maintain comprehensive or commercial general liability insurance with a limit of not less than \$2,000,000. The Agency will be added as an additional insured and the policy(s) will contain a cross liability clause. It is understood by the parties that this comprehensive or commercial general liability insurance is a reasonable overhead expense.
 - 15.1.2 Professional/malpractice liability coverage with the Canadian Medical Protective Association or a comparable plan of insurance.

All of the insurance required under article 15.1.1 will be primary and not require the sharing of any loss by any insurer of the Agency and must be endorsed to provide the Agency with 30 days' advance written notice of cancellation or material change.

The Physician agrees to provide the Agency with evidence of the insurance/coverage required under Article 15 at the time of execution of this Contract and otherwise from time to time as requested.

Article 16: Confidentiality

- 16.1 The Physician and the Agency shall maintain as confidential and not disclose any patient information, except as required or permitted by law.
- 16.2 The Physician must not, without the prior written consent of the Agency, publish, release or disclose or permit to be published, released, or disclosed before, during the term of this Contract or otherwise, any other confidential information supplied to, obtained by, or which comes to the knowledge of the Physician as a result of this Contract unless the publication, release or disclosure is:
 - 16.2.1 necessary for the Physician to fulfill his/her obligations under this Agreement;
 - 16.2.2 required or expressly permitted by an order of the court; or
 - 16.2.3 required when giving or when validly compelled to give evidence in a proceeding;
 - 16.2.4 required or expressly permitted by an enactment of British Columbia or of Canada;
 - 16.2.5 made in accordance with any other applicable law or rule of law;
 - 16.2.6 made in accordance with the Physicians professional obligations as identified by the College of Physicians and Surgeons of B.C.; or
 - 16.2.7 in reference to the Physician's Sessional Contract.
- 16.3 For the purposes of clause 16.2, information shall be deemed to be confidential where all of the following criteria are met:
 - 16.3.1 the information is not found in the public domain;
 - 16.3.2 the information was imparted to the Physician and disclosed in circumstances of confidence, or would be understood by parties exercising reasonable business judgement to be confidential; and
 - 16.3.3 the Agency has maintained adequate internal control to ensure information remained confidential.

Article 17: Conflict of Interest

- 17.1 During the Term of this Contract, absent the written consent of the Agency, the Physician must not perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does give rise to a conflict of interest.
- 17.2 The parties will attempt to resolve at the local level any question as to whether the Physician has breached or may breach clause 17.1. Should they not be able to resolve the issue, it will be referred to mediation and/or arbitration pursuant to the dispute resolution provisions herein.

Article 18: Ownership

- 18.1 The parties acknowledge that in the course of providing the Services intellectual or like property may be developed. The Physician agrees to be bound by and observe the relevant patent and licensing policies of the Agency in effect from time to time.

Article 19: Audit, Evaluation and Assessment

- 19.1 The Physician acknowledges the auditing authority of the Medical Services Commission under the *Medicare Protection Act*.

Article 20: Notices

- 20.1 Any notice, report, or any or all of the documents that either party may be required to give or deliver to the other in writing, unless impractical or impossible, must be delivered by mail or by hand. Delivery will be conclusively deemed to have been validly made and received by the addressee:
- 20.1.1 If mailed by prepaid double registered mail to the addressee's address listed below, on date of confirmation of delivery;
 - 20.1.2 If delivered by hand to the addressee's address listed below on the date of such personal delivery; or
 - 20.1.3 If sent by fax to the addressee's fax number listed below, at the time of successful transmission.
- 20.2 Either party may give notice to the other of a change of address or fax number.

20.3 Address of Agency: 140 – 4460 Chatterton Way, Victoria BC V8W 9S2
Fax number of Agency: 250.952.4282

Address of Physician: s.22
Fax number of Physician:

Article 21: Amendments

21.1 This Contract must not be amended except by written agreement of both parties.

Article 22: Entire Contract

22.1 This Contract, the Second Master Agreement, the Working Agreement and the Provincial Sessional Agreement embody the entire understanding and agreement between the parties relating to the Services and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of these Agreements.

Article 23: No Waiver Unless in Writing

23.1 No provision of this Contract and no breach by either party of any such provision will be deemed to have been waived unless such waiver is in writing signed by the other party. The written waiver of a party of any breach of any provision of this Contract by the other party must not be construed as a waiver of any subsequent breach of the same or of any other provision of this Contract.

Article 24: Headings

24.1 The headings in this Contract Agreement have been inserted for reference only and in no way define, limit or enlarge the scope of any provision of this Contract.

Article 25: Enforceability and Severability

25.1 If any provision of this Contract is determined to be invalid, void, illegal or unenforceable, in whole or in part, such invalidity, voidance, or unenforceability will 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.

Article 26: Working Agreement and Provincial Sessional Agreement

- 26.1 This Contract is subject to the Second Master Agreement, the current Working Agreement and the Provincial Sessional Agreement between the British Columbia Medical Association, the Government of British Columbia and the Medical Services Commission, and amendments thereto.
- 26.2 In the event that during the term of this Contract, a new Provincial Sessional Agreement comes into effect the parties agree to meet, on notice by one party, to re-negotiate and amend the terms of this Contract to ensure compliance with the new Provincial Sessional Agreement.

Dated for reference this 12 day of May 2004.

IN WITNESS WHEREOF THE PARTIES to this Contract have duly executed this Contract as of the date written above.



Print Name: Patti Simmons
Title: Community Services Manager
Authorized Signatory For Agency



Dr. Mary Kay Nixon

APPENDIX 1**SERVICES/DELIVERABLES**

Sessional services will be provided within the Vancouver Island Region of the Ministry of Children and Family Development (the Agency) at the location(s) advised by the REGIONAL EXECUTIVE DIRECTOR (RED) or designate.

The Physician shall provide a minimum of 20 and a maximum of 60 sessions during the term of this Agreement, according to the following schedule:

The Parties agree that:

- 1 As members of Child and Youth Mental Health (CYMH) community-based teams, the Physician serves as a participant team member providing medical and psychiatric expertise to the overall service.
- 2 Sessional Services will be provided only upon referral by the Region's local CYMH community-based team.
- 3 In performing the Services the Physician is administratively responsible to the RED (or delegate).
- 4 In performing the Services the Physician is clinically accountable to the Provincial Psychiatric Consultant for the Ministry of Children and Family Development (MCFD).
- 5 The Services provided may include both direct and indirect service. The amount of time spent in direct and indirect service activity will vary with different communities and will be mutually negotiated between the RED (or delegate) and the Physician involved. These services will include but are not restricted to:

DIRECT SERVICE (client-centered case consultation)

- (a) Psychiatric assessment for clients where there is an indication of mental disorder, suicide risk, need for medication, diagnostic uncertainty and situations with possible legal implications, or where comprehensive or integrated treatment planning involving medical management in the biological/social spheres is required;

Physician's Initials: [Signature] 12

Agency's Initials: ZMM PS

- (b) Prescribing, monitoring and reviewing of medication;
- (c) Individual, family or group therapy;
- (d) Providing assessment for the purposes of certification under the Mental Health Act.

INDIRECT SERVICE (case consultation, program consultation):

- (a) Psychiatric consultation with CYMH team members regarding individual clients, e.g., in case reviews of overall treatment;
- (b) Liaison between the child and youth mental health system and other medical services, including medical practitioners in private practice and hospitals;
- (c) Participation in limited medical program development, coordination and maintenance, and in-service education only as approved by the RED and Alternate Payment Program (APP).

- 6 If the Physician is a professional corporation, the Physician agrees that the Services will be personally performed by:

Dr. Mary K. Nixon (Physician's name).

- 7 The Physician participates in the evaluation of the efficiency, quality and delivery of the Services, including and without limiting the generality of the foregoing, participation in medical audits, peer and interdisciplinary reviews, chart reviews, and incident report reviews.
- 8 The Physician will submit to the Agency all reports reasonably required by the Agency within 30 days of the Agency's written request.
- 9 The Physician will supply the following support, technology, material and supplies:

Any material and supplies required to adequately deliver psychiatric services to CYMH clients and community based teams.

Physician's Initials: [Signature]

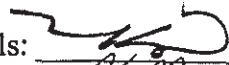

Agency's Initials: [Signature]

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- 10 The provision of administrative support to the physician providing the Services will be negotiated between the RED (or delegate) and the Physician involved. When the Physician provides services within the Agency premises, the Agency will, at a minimum, provide the following support, technology, material and supplies:

Office space and office supply materials
Clerical support

Physician's Initials: 
Agency's Initials: 

APPENDIX 2

PAYMENT

1. The Region will pay the Physician at a rate of \$410.24 per session that the Physician provides Services under the terms of this Contract, upon receipt of their invoice in the form of a Certificate of Services as attached.

60 sessions @ \$410.24 per session to a total aggregate not exceeding \$24,614.40.

2. Certificate of Services forms received more than forty-five days (45) after individual client service being rendered will not be paid.

3. Before a Certificate of Services will be approved for payment:

3.1 Service Reports per Appendix 4 A. must be on file with the CYMH Team clinical supervisor; and,

3.2 Clinical Consultation Reports per Appendix 4 B. must be up to date.

Agency Initials PS

Physician's Initials AMA

APPENDIX 3

FEE FOR SERVICE AND THIRD PARTY BILLING WAIVER

Physician Name Dr. Mary Kay Nixon

MSP Practitioner Number

27793

I acknowledge that the payments paid to me by the Ministry of Children and Families (Agency) for the Services provided under the terms of the Contract between us dated April 1, 2004 are payments in full for the Services covered by the Contract and provided to the Agency and I will make no other claim for these Services.



Physician's Signature

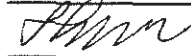
May 12/04

Date

Agency Initials



Physician's Initials



APPENDIX 4**REPORTING****A. Service Reports**

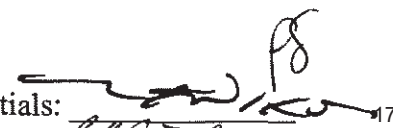

Pursuant to Article 13.1 and concurrent with the submission of the Certificate of Services the Physician will send to the Agency the following information:

- a) The name and identity number of the patient if applicable;
- b) The practitioner number of the practitioner who personally rendered or was responsible for the service;
- c) The details of the service, including the location where the service was rendered, the date and time the service was rendered, the length of time spent rendering the service;
- d) If Physician is the primary therapist –in addition to the 3 items above, the Physician will provide diagnosis according to DSM IV TR on Client Patient Information Management (CPIM) as outlined in CYMH Clinical Policy D-5;

B. Clinical Consultation Reports must be on file in a timely fashion after delivery of the direct service.

C. BCMA Benefits Reporting Information

To allow the Agency time to submit BCMA Benefits information for the previous calendar year; the Physician will supply the requisite data (BCMA Benefits Data Information Sheet) to the Agency by March 1st following the end of the previous calendar year.

Physician's Initials: Agency's Initials: 

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