

REQUIREMENTS FOR PROPOSALS

FOR

INSURED SURGICAL SERVICES AGREEMENTS



March, 2002

<p>Alberta Health and Wellness</p> <p>REQUIREMENTS FOR PROPOSALS FOR INSURED SURGICAL SERVICES AGREEMENTS</p>
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1.0 INTRODUCTION

Section 8 of the *Health Care Protection Act (HCPA)* requires Ministerial approval of agreements for insured surgical services to be provided by physicians and dentists pursuant to agreements between health authorities and owner/operators of surgical facilities. Section 8 also describes the factors the Minister is to consider when approving agreements.

To assist in compliance with the legislation and to facilitate the review of proposals, the Ministry has developed this document to provide health authorities with guidance on matters that must be addressed in the proposal to the Minister and within the proposed agreements.

These guidelines have been designed to assist health authorities, and in some cases may repeat legislated requirements contained in the *HCPA* or the Regulation.

2.0 CONTRACTING METHODS AND THE TENDERING PROCESS

The Auditor General of Alberta has prepared a document entitled "Contracting Guidelines for Services" dealing with contracting methods and the tendering process. The Ministry provided this document to health authorities in 1998 and a copy is available from Alberta Health and Wellness on request.

Health authorities must submit a proposal along with the proposed agreement(s) for insured surgical services. Agreements for the same insured surgical services should be grouped, where possible, and one proposal submitted for each group.

Health authorities may decide how best to format the proposal, but the required components must be clearly identified. Additional information to support the proposal may be included. Alberta Health and Wellness may request further supporting or clarifying information. Supporting documentation should be attached as appendices and cross-referenced to the appropriate section in the proposal.

The Minister is not liable for any costs a health authority or owner/operator incurs in preparing or presenting a proposal.

A cover sheet containing the following information must accompany each proposal:

- Title of proposal, identifying type of surgical service
- Health authority contact name, address, telephone, fax and e-mail
- Name(s) of owner and operator for each agreement contained in the proposal
- List of agreements in the proposal.

Two copies of each proposal package should be submitted as far in advance as possible, and in no case later than **six weeks prior to the proposed effective date** to:

Co-ordinator, <i>Health Care Protection Act</i> Alberta Health and Wellness 18th Floor, 10025 Jasper Avenue Telus Plaza North Tower Edmonton, Alberta T5J 2N3
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3.0 PROPOSAL CONTENTS

Health authorities are expected to use the *Ministry Assessment Criteria for Contracted Insured Surgical Services* to guide the development of proposals. The proposal must indicate how the agreements with the surgical facilities will support each criterion. All proposals must demonstrate adherence to the principles of the *Canada Health Act* and compliance with the *Health Care Protection Act*.

The following specific matters, which come within the scope of the *Health Care Protection Act*, must be addressed in the proposal and/or the agreement, as specified below. This list is not intended to be all-inclusive.

3.1 Rationale: The proposal must outline the rationale/business case for entering into the agreement(s). For example, this could include a desire to manage access, save operating costs, explore innovation etc. Please prioritize objectives if there is more than one.

3.2 Agreement Term: The agreement must be for a specified term and may be subject to renewal. Any proposals for amendment to an approved agreement, for renewal or extension, must be approved by the Minister, as specified in Section 9 of the *HCPA*.

3.3 Termination of Agreement: The agreement must state that the health authority is able to terminate the agreement in the event of unsatisfactory performance by the owner/operator or breach of the agreement or relevant legislation.

3.4 Authority to Operate:

- **General**

The terms of the agreement must require compliance with all relevant provincial and federal legislation, regulations and all directives, rules, policies, standards, performance expectations and clinical requirements.

The terms of the agreement must also require compliance with by-laws and guidelines established from time to time by the health authority, the College of Physicians and Surgeons of Alberta, any other professional governing body having jurisdiction, or the Minister.

- **Accreditation**

The agreement must specify that the facility is accredited by the College of Physicians and Surgeons of Alberta, or will be so accredited to provide the insured surgical services before any such services are provided.

The agreement must require the owner/operator to keep the health authority informed of any change in its accreditation status.

The agreement must specify that loss of accreditation for the surgical service(s) under the agreement would result in immediate termination, in whole or in part, of the agreement.

- **Minister's Approval**

The agreement must state that the approval of the Minister is necessary before an agreement, any renewal or any amendment becomes effective. Any proposed amendment to an approved agreement must be forwarded to the Minister for approval. The rationale for the amendment and any other documentation required under these guidelines that relates to the amendment must also be provided.

The agreement must state that changes in ownership as defined in the Health Care Protection Regulation require the Minister's prior approval.

If the agreement allows for transfer or assignment of an agreement, then the agreement must specify that prior approval of the Minister is required through the procedure set out in the Health Care Protection Regulation.

- **Designation of a Facility**

The agreement must require that the facility be designated by the Minister to provide the insured surgical services under the agreement and be accredited before services under the agreement can be delivered.

The agreement must state that loss of designation would result in immediate termination of the agreement.

The agreement must state that if a contracted surgical service is deleted from the designation, the agreement in its entirety, or the portion of the agreement in relation to that surgical service, would be terminated.

3.5 Ownership

- **Ownership Information**

The proposal must include the ownership information as detailed in Section 20 of the Health Care Protection Regulation. The owner must certify the accuracy and completeness of the information set out in the forms annexed as appendices, as applicable. The information may be provided in that form or in an alternative form, as long as all such information is provided and the owner certifies accuracy of same.

The proposal must include a copy of the verifying documents such as articles of incorporation, memorandum, by-laws or charter, as appropriate, and proof of current corporate status.

The proposal must include profiles of all directors, the CEO, medical director, owner/operator and others who are responsible for making business decisions. Such profiles must reflect business experience and the role or function in the owner/operator.

If the operator of the facility is not also the owner of the facility, then the operator is also required to include complete ownership information about the ownership of the operator, as outlined in the first three paragraphs of this section.

- **Change of Ownership**

The Health Care Protection Regulation specifies what constitutes a change of ownership requiring the Minister's approval. The agreement must require that when the surgical facility wishes to make a change in ownership it shall submit an application for consent to the Minister and shall provide a copy of that application to the health authority. The agreement must also provide that where the Minister has consented to a change in ownership, the operator of the surgical facility must update the required ownership information and provide this information to the Minister for the Minister to publish.

3.6 Transfer or Assignment of an Approved Agreement

No assignment or transfer of an approved agreement may be effected without the prior written consent of the Minister. A request to transfer or assign an agreement must be accompanied by all the information required of the existing owner/operator (see section 3.5 and appendices), along with the recommendation of the health authority. Information must also be supplied about any material changes to the original proposal for the agreement approved by the Minister.

3.7 Conflict of Interest

The proposal must demonstrate that the health authority has reviewed the detailed ownership information as required by Section 20 of the Health Care Protection Regulation for potential conflict of interest on the part of Board members, senior employees, or any other person in a decision-making role in relation to the proposed agreement. Where actual or potential conflict of interest is identified, the proposal must indicate appropriate action has been taken to resolve the identified conflict of interest.

The agreement must contain provisions showing how physicians' compliance with the *Medical Profession Act* and the College of Physicians and Surgeons of Alberta by-laws as they relate to conflict of interest and other ethical issues in respect of the operation of the facility will be monitored.

3.8 Limitations and Insurance

The agreement must contain provisions for owner/operators to indemnify the health authority and its staff and management from any liability or costs associated with third party claims against the owner/operator or physicians/dentists performing surgical services.

The agreement must require the owner/operator to maintain adequate public liability insurance.

3.9 Service Delivery

- **Services, Service Volumes, and Costs**

The agreement must define the service(s) and the volume of service to be provided in connection with delivery of insured surgical services including all facility services required under the *Health Care Protection Act* and Health Care Protection Regulation. The agreement must specify that the owner/operator is not guaranteed a minimum volume of the insured surgical services by virtue of the agreement.

The agreement must contain dollar and volume ceilings on the insured surgical services to be provided and must specify that no insured surgical services may be provided in the facility beyond these levels without the express approval of the health authority and the Minister (where an agreement amendment is required to increase volumes). Health authorities are encouraged to estimate volume ceilings based on the highest possible services volumes that might be expected to be required during the term of the agreement.

The cost per unit and total value of the agreement must be clearly stated.

All insured surgical services provided in the facility of the type included in the agreement are to be subject to the agreement and the *Health Care Protection Act* and Health Care Protection Regulation.

The agreement must specify that the surgical facilities may not provide insured surgical services within the scope of the *Health Care Protection Act* other than the surgical services the facility is authorized to provide within approved volumes under an approved agreement.

The agreement must specifically prohibit charging any party other than the health authority for any facility services in relation to any insured surgical services.

- **Service Standards, Quality Assurance**

The agreement must require standards and guidelines for care at surgical facilities to be consistent with those applicable in public facilities in the region or, where contracted services are not available in public facilities, the services will adhere to generally accepted medical practices.

The agreement must require compliance with, and participation in, the health authority's quality assurance and monitoring activities.

The agreement must specify the respective responsibilities of the health authority and the owner/operator for:

- pre- and post-service patient care;
- provision for emergency transfer of patients to public facilities, if required;
- provision for transmission of necessary diagnostic, treatment and care;
- information to those responsible for ongoing patient care.

- **Introduction of New Technology**

The agreement must require the owner/operator to agree to participate in technology assessment, including equipment testing, protocols, and procedures.

The agreement must require the owner/operator to inform the health authority of any new technology, practice, or procedures related to the services and which appear to have a reasonable potential to significantly impact either patient care or the cost of providing the services.

The agreement must specify that the owner/operator will obtain the prior written approval of the health authority prior to the use of any new technology, practice, or procedure in connection with the services.

- **Non-Medical Goods and Services, Enhanced Medical Goods and Services, and Uninsured Surgical Services**

The agreement must prohibit preferential access to any person as outlined in Section 3 of the *Health Care Protection Act*.

The agreement must specify that provision of insured surgical services to patients can not be dependent on the purchase of enhanced medical or non-medical goods or services, or uninsured surgical services.

The agreement must include a schedule describing the non-medical goods or services that may be provided in connection with the insured surgical services, or a statement that no such services will be provided.

The agreement must state that charges for non-medical goods or services are not to be bundled with charges for enhanced medical goods or services.

The agreement must specify that charges for enhanced medical goods or services are permitted only if the items are listed in the Health Care Protection Regulation and if all of the relevant provisions of the *Health Care Protection Act* and the Regulation are complied with. The agreement must require the use of a consent to enhanced medical goods or services charges form with content as specified in the Health Care Protection Regulation. The form and any modifications are to be approved by the health authority.

The agreement must provide for disclosure to the health authority of records relating to enhanced medical goods and services for the purposes of monitoring compliance with the *Health Care Protection Act* and the Health Care Protection Regulation, and for investigation of complaints.

The agreement must provide for disclosure to the health authority of records relating to the provision of uninsured surgical services and non-medical goods or services in connection with insured surgical services for purposes of monitoring compliance with Section 3 and Section 5 of the *Health Care Protection Act* and the Health Care Protection Regulation.

- **Concerns Resolution Process**

The agreement must provide for a patient concerns resolution process within contracted facilities to be coordinated with the health authority's concerns resolution process.

- **Service Disruption**

The agreement must allow the health authority to use an alternative source of service if the owner/operator fails to, or is unable to, provide any services agreed to in the agreement.

- **In-patient Accommodation**

Where the agreement deals with in-patient surgical services, the proposed charges for private and semi-private accommodation must be identified.

The proposal must provide the rationale for the proposed charges, including reference to the amounts charged in public hospitals in the region.

The proposal must indicate the number of beds to be available at standard ward, semi-private, and private levels of accommodation.

The proposal must indicate how the health authority would monitor to ensure that there is not preferential access.

In cases involving provision of surgical services requiring in-patient accommodation, the agreement must specify that no charges for private or semi-private room accommodation are permitted unless the patient or the patient's agent was informed of the rates and agreed in writing to pay them.

The agreement must specify that no charges for private or semi-private room accommodation are permitted if the provision of this private or semi-private accommodation is required because of the patient's condition.

The agreement must specify that no charges for private or semi-private room accommodation are permitted in cases where the surgical facility does not have standard ward accommodation available.

The agreement is to specify that there is to be no preferential access to insured surgical services as a result of purchase of private or semi-private accommodation.

- **Cost Effectiveness**

The proposal must specify the internal unit cost of contracted surgical services, the incremental unit cost of repatriating these services, the unit cost of contracting the services, and the savings that could accrue to the health authority. The unit cost must include direct and indirect material, labour, and overhead, including the amortization of equipment based on estimated useful life. The proposal must provide an explanation of the basis and assumptions used to determine the unit costs described above, and the process followed by the health authority to validate the costs, including any independent third party review.

3.10 Performance Reporting

- **Performance Expectations and Measures**

The agreement is to identify relevant, appropriate and verifiable performance measures that the health authority will use to monitor contract performance against agreed expectations.

The proposal must describe how the health authority will ensure that it receives regular reports in the following areas, as appropriate. 'Appropriateness' is based on factors such as the profile of a particular service (e.g., if access concerns exist), and current reporting practices for similar services within public facilities.

- The number of persons on waiting lists for insured surgical services as of the end of March, June, September and December, arranged by service type.
- Statistics regarding average waiting time for insured surgical services provided at the facility, arranged by service type.
- Aggregate information concerning outcomes related to the services delivered.
- The aggregate results of any surveys to measure patient or family satisfaction with service access, communication, staff behavior, quality of service, disclosure about the provision of enhanced medical goods and services and non-medical goods and services.
- Information about the facility's participation in health authority teaching and research activities.

- **Recording and Reporting Requirements**

The agreement must require owner/operators to maintain the records and submit the reports required under the *Medical Profession Act*, *Public Health Act*, *Health Care Protection Act* and the Health Care Protection Regulation.

The agreement must specify any additional reporting required by the health authority.

4.0 PROPOSAL REVIEW PROCESS

Alberta Health and Wellness will apply the *Contracted Insured Surgical Services Ministry Assessment Criteria* and these *Requirements for Proposals For Insured Surgical Services Agreements* in assessing the proposal and the related agreement(s) to ensure compliance with the *Health Care Protection Act* and Health Care Protection Regulation. Based on the assessment, recommendations regarding approval of the agreement will be developed. The department will verify the status of accreditation of the facilities with the College of Physicians and Surgeons of Alberta. The recommendations and verification of accreditation will be submitted to the Minister for consideration.

The Minister will review proposed agreements and proposals and the department's recommendations. Pursuant to the legislation, the Minister may approve a proposed agreement, refuse to approve a proposed agreement or approve a proposed agreement subject to any terms and conditions the Minister considers appropriate. If the Minister approves a proposed agreement and is satisfied as to the accreditation of the facility, the Minister will designate the facility. The designation will describe the insured surgical services that the facility is authorized to provide and may be subject to additional terms and conditions imposed by the Minister.

5.0 NOTIFICATION OF DECISION

The Minister's decision will be communicated to the health authority as soon as practical. The owner/operator of the facility will be informed of the designation of the facility and any related terms or conditions.

Where the Minister approves a proposed agreement and designates a surgical facility, the Minister will publish or otherwise make available to the public the Minister's reasons for designating the surgical facility.

6.1

**APPENDIX 1
WHERE OWNER IS A SOLE PROPRIETOR**

Confirmation of ownership information to be included with the proposal for an agreement for insured surgical services. Please provide all the information requested below.

If a facility is designated as a surgical facility, this information will be published. An owner may request that the Minister consider an exception to publication under section 20(6) of the Health Care Protection Regulation. Such a request must be submitted in writing, explain why publication could reasonably be expected to threaten the safety of any person and accompany the ownership information. Note, however, that all information submitted will be subject to any applicable access and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*, and the *Health Information Act*.

The information may be submitted in an alternative format provided that all the requested information is included. The owner must confirm that all information is correct by completing, signing and affixing this page to the information provided.

1. Name of the Owner (the Sole Proprietor)	
2. Registered Trade Name of the Sole Proprietor	
3. Name of the Surgical Facility	
4. Address of Sole Proprietor	
5. Name and address of Operator, if different from Owner.	
6. List any other associations* or affiliations* not otherwise provided on this form in an attached Schedule.	

All information, including any Schedules or other attachments, is complete and correct as at: _____(date)

Signature of Sole Proprietor

Date Signed

* An associate is defined in section 1(1)(b) and an affiliate is described in section 1(2), Health Care Protection Regulation.

**APPENDIX 2
WHERE OWNER IS A PARTNERSHIP**

Confirmation of ownership information to be included with the proposal for an agreement for insured surgical services. Please provide all the information requested below.

If a facility is designated as a surgical facility, this information will be published. An owner may request that the Minister consider an exception to publication under section 20(6) of the Health Care Protection Regulation. Such a request must be submitted in writing, explain why publication could reasonably be expected to threaten the safety of any person and accompany the ownership information. Note, however, that all information submitted will be subject to any applicable access and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*, and the *Health Information Act*.

The information may be submitted in an alternative format provided that all the requested information is included. The owner must confirm that all information is correct by completing, signing and affixing this page to the information provided.

1. Name of the Owner (the Registered Name of the Partnership)	
2. Name of the Surgical Facility (please confirm if registered as a Trade Name)	
3. Name and Address of all Partners (then provide the information below as may be applicable)	See Schedule A, attached.
4. If any Partner is a Non-Distributing Corporation: > the Address of Registered office of the Corporation in Alberta, > the Name and Address of all Directors of the Corporation, > the Name and Address of all Officers of the Corporation, and > the Name and Address of all individuals who hold shares, directly or indirectly, in the Corporation and the name and address of all corporations (registered office address) and associates* through which the individuals indirectly hold those shares.	See Non-Distributing Corporation forms, attached.
5. If any Partner is a Distributing Corporation: > the Address of Registered office of the Corporation in Alberta, > the Name and Address of all Directors of the Corporation, > the Name and Address of all Officers of the Corporation, and > the Name and Address of all individuals who hold shares, directly or indirectly (to which are attached more than 20% of the votes that may be cast to elect directors of the corporation), in the Corporation and the name and address of all corporations (registered office address) and other associates* through which the individuals indirectly hold those shares.	See Distributing Corporation forms, attached.
6. If any Partner is a partnership, the name and address of all partners.	See Schedule B, attached.
7. Name and address of Operator, if different from Owner.	
8. List any other associations* or affiliations* not otherwise provided on this form in an attached Schedule.	

All information, including any Schedules or other attachments, is complete and correct as at: _____ (date)

Signature of Partner authorized to sign for the Partnership

Date

* An associate is defined in section 1(1)(b) and an affiliate is described in section 1(2), Health Care Protection Regulation.

**APPENDIX 2
WHERE OWNER IS A PARTNERSHIP**

SCHEDULE A – Name and Address of all **Partners** of the Partnership

Registered Name of Partnership: _____

#	Partner Name	Partner Address	Please indicate if partner is an individual, a non-distributing corporation, a distributing corporation or a partnership
1			
2			
3			
4			

Please complete and attach Non-Distributing Corporation and/or Distributing Corporation forms (whichever is applicable) if any partner is a corporation. If any partner is itself a partnership, please complete and attach Schedule B.

**APPENDIX 2
WHERE OWNER IS A PARTNERSHIP**

SCHEDULE B – Where any partner of the Partnership is itself a partnership the names and addresses of all **Partners**.

Registered Name of Partnership: _____

#	Name of partnership that is a partner	Name and addresses of all partners
1		i)
		ii)
		iii)
2		i)
		ii)
		iii)
3		i)
		ii)
		iii)

Please complete and attach Non-Distributing Corporation and/or Distributing Corporation forms (whichever is relevant) if any partner is a corporation.

6.3

**APPENDIX 3
WHERE OWNER IS A DISTRIBUTING CORPORATION**

Confirmation of ownership information to be included with the proposal for an agreement for insured surgical services. Please provide all the information requested below.

If a facility is designated as a surgical facility, this information will be published. An owner may request that the Minister consider an exception to publication under section 20(6) of the Health Care Protection Regulation. Such a request must be submitted in writing, explain why publication could reasonably be expected to threaten the safety of any person and accompany the ownership information. Note, however, that all information submitted will be subject to any applicable access and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*, and the *Health Information Act*.

The information may be submitted in an alternative format provided that all the requested information is included. The owner must confirm that all information is correct by completing, signing and affixing this page to the information provided.

1. Name of the Owner (the Legal Name of the Distributing Corporation)	
2. Registered office address in Alberta of the Distributing Corporation (as it appears in the Alberta Corporate Registry)	
3. Name of the Surgical Facility (please confirm if registered as a Trade Name)	
4. Name and Address of all Directors of the Distributing Corporation	See Schedule A, attached.
5. Name and Address of all Officers of the Distributing Corporation	See Schedule B, attached.
6. Name and Address of all individuals who hold shares, <u>directly or indirectly (to which are attached more than 20% of the votes that may be cast to elect directors of the corporation)</u>, in the Distributing Corporation and the name and address of all corporations (<u>registered office address</u>) and other associates* through which the individuals indirectly hold those shares.	See Schedule C, attached.
7. Name and address of Operator, if different from Owner.	
8. List any other associations* or affiliations* not otherwise provided on this form in an attached Schedule.	

All information, including any Schedules or other attachments, is complete and correct as at: _____(date)

Signature of Senior Officer of the Distributing Corporation

Date

* An associate is defined in section 1(1)(b) and an affiliate is described in section 1(2), Health Care Protection Regulation.

**APPENDIX 3
WHERE OWNER IS A DISTRIBUTING CORPORATION**

SCHEDULE A – Name and Address of all **Directors** of the Distributing Corporation

Legal Name of Distributing Corporation: _____

#	Director Name	Address
1		
2		
3		
4		
5		
6		

**APPENDIX 3
WHERE OWNER IS A DISTRIBUTING CORPORATION**

SCHEDULE B – Name and Address of all **Officers** of the Distributing Corporation

Legal Name of Distributing Corporation: _____

#	Officer Name	Officer Address
1		
2		
3		
4		
5		
6		

**APPENDIX 3
WHERE OWNER IS A DISTRIBUTING CORPORATION**

SCHEDULE C – Name and Address of all individuals who hold shares, directly or indirectly (to which are attached more than 20% of the votes that may be cast to elect directors of the corporation), in the Distributing Corporation and the name and address of all corporations (registered office address) and other associates through which the individuals indirectly hold those shares.

Legal Name of Distributing Corporation: _____

#	Shareholder (include Corporate Shareholders and other Associates through which individuals hold shares)	Address (Registered office address for Corporate Shareholders)	If applicable, the Name and Address of the Individual/s who indirectly hold shares through this Shareholder. In complicated arrangements, for example where the individual holds through more than one corporation, it will be necessary to expand this form.
1			i)
			ii)
			iii)
2			i)
			ii)
			iii)
3			i)
			ii)
			iii)

**APPENDIX 3
WHERE OWNER IS A DISTRIBUTING CORPORATION**

SCHEDULE C – CONTINUED Name and Address of all individuals who hold shares, directly or indirectly (to which are attached more than 20% of the votes that may be cast to elect directors of the corporation), in the Distributing Corporation and the name and address of all corporations (registered office address) and other associates through which the individuals indirectly hold those shares.

Legal Name of Distributing Corporation: _____

#	Shareholder (include Corporate Shareholders and other Associates through which individuals hold shares)	Address (Registered office address for Corporate Shareholders)	If applicable, the Name and Address of the Individual/s who indirectly hold shares through this Shareholder. In complicated arrangements, for example where the individual holds through more than one corporation, it will be necessary to expand this form.
4			i)
			ii)
			iii)
5			i)
			ii)
			iii)
6			i)
			ii)
			iii)

6.4

**APPENDIX 4
WHERE OWNER IS A NON-DISTRIBUTING CORPORATION**

Confirmation of ownership information to be included with the proposal for an agreement for insured surgical services. Please provide all the information requested below.

If a facility is designated as a surgical facility, this information will be published. An owner may request that the Minister consider an exception to publication under section 20(6) of the Health Care Protection Regulation. Such a request must be submitted in writing, explain why publication could reasonably be expected to threaten the safety of any person and accompany the ownership information. Note, however, that all information submitted will be subject to any applicable access and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* and the *Health Information Act*.

The information may be submitted in an alternative format provided that all the requested information is included. The owner must confirm that all information is correct by completing, signing and affixing this page to the information provided.

1. Name of the Owner (the Legal Name of the Non-Distributing Corporation)	
2. Registered office address in Alberta of the Non-Distributing Corporation (as it appears in the Alberta Corporate Registry)	
3. Name of the Surgical Facility (please confirm if registered as a Trade Name)	
4. Name and Address of all Directors of the Non-Distributing Corporation	See Schedule A, attached.
5. Name and Address of all Officers of the Non-Distributing Corporation	See Schedule B, attached.
6. Name and Address of all individuals who hold shares, directly or indirectly, in the Corporation and the name and address of all corporations (<u>registered office address</u>) and other associates* through which the individuals indirectly hold those shares.	See Schedule C, attached.
7. Name and address of Operator, if different from Owner.	
8. List any other associations* or affiliations* not otherwise provided on this form, in an attached Schedule.	

All information, including any Schedules or other attachments, is complete and correct as at: _____(date)

Signature of Senior Officer of the Non-Distributing Corporation

Date

* An associate is defined in section 1(1)(b) and an affiliate is described in section 1(2), Health Care Protection Regulation.

APPENDIX 4
WHERE OWNER IS A NON-DISTRIBUTING CORPORATION

SCHEDULE A – Name and Address of all **Directors** of the Non-Distributing Corporation

Legal Name of Non-Distributing Corporation: _____

#	Director Name	Address
1		
2		
3		
4		
5		

APPENDIX 4
WHERE OWNER IS A NON-DISTRIBUTING CORPORATION

SCHEDULE B – Name and Address of all **Officers** of the Non-Distributing Corporation

Legal Name of Non-Distributing Corporation: _____

#	Officer Name	Address
1		
2		
3		
4		
5		

**APPENDIX 4
WHERE OWNER IS A NON-DISTRIBUTING CORPORATION**

SCHEDULE C – Name and Address of all individuals who are **Shareholders**, directly or indirectly, of the Non-Distributing Corporation

Legal Name of Non-Distributing Corporation: _____

#	Shareholder (include Corporate Shareholders and other Associates through which individuals hold shares)*	Address (Registered office address for Corporate Shareholders)	If applicable, the Name and Address of the Individual/s who indirectly hold shares through this Shareholder. In complicated arrangements, for example where the individual holds through more than one corporation, it will be necessary to expand this form.
1			i)
			ii)
			iii)
2			i)
			ii)
			iii)
3			i)
			ii)
			iii)

*If a Corporate Shareholder is a Distributing Corporation, only include Name and Address of all individuals who hold shares, directly or indirectly (to which are attached more than 20% of the votes that may be cast to elect directors of the corporation), in the Distributing Corporation and the name and address of all corporations (registered office address) and other associates through which the individuals indirectly hold those shares.

**APPENDIX 4
WHERE OWNER IS A NON-DISTRIBUTING CORPORATION**

SCHEDULE C – CONTINUED Name and Address of all individuals who are **Shareholders**, directly or indirectly, of the Non-Distributing Corporation

Legal Name of Non-Distributing Corporation: _____

#	Shareholder (include Corporate Shareholders and other Associates through which individuals hold shares)*	Address (Registered office address for Corporate shareholders)	If applicable, the Name and Address of the Individual/s who indirectly hold shares through this Shareholder. In complicated arrangements, for example where the individual holds through more than one corporation, it will be necessary to expand this form.
4			i)
			ii)
			iii)
5			i)
			ii)
			iii)
6			i)
			ii)
			iii)

* If a Corporate Shareholder is a Distributing Corporation, only include Name and Address of all individuals who hold shares, directly or indirectly (to which are attached more than 20% of the votes that may be cast to elect directors of the corporation), in the Distributing Corporation and the name and address of all corporations (registered office address) and other associates through which the individuals indirectly hold those shares.