

NISGA' A NATION FISCAL FINANCING AGREEMENT

Table 3 Effective Year Funding for Agreed-Upon Assets

Part I - Calculation of Base Year Funding Amount

Year	Annual Cost for 36 Years (Sub Totals from Table 2)
Year 1	\$2,219,715
Year 2	\$1,807,675
Year 3	\$4,459,038
Year 4	\$2,151,472
Year 5	\$906,675
Year 6	\$1,356,967
Year 7	\$1,673,675
Year 8	\$1,011,675
Year 9	\$1,563,883
Year 10	\$1,492,636
Year 11	\$1,466,625
Year 12	\$1,003,096
Year 13	\$906,675
Year 14	\$2,449,822
Year 15	\$1,086,675
Year 16	\$940,815
Year 17	\$906,675
Year 18	\$1,245,968
Year 19	\$10,733,803
Year 20	\$1,556,175
Year 21	\$906,675
Year 22	\$1,432,879
Year 23	\$948,375
Year 24	\$7,788,874
Year 25	\$1,655,611
Year 26	\$1,306,675
Year 27	\$906,675
Year 28	\$1,354,938
Year 29	\$1,466,364
Year 30	\$3,956,638
Year 31	\$1,505,007
Year 32	\$1,936,846
Year 33	\$906,675
Year 34	\$4,186,228
Year 35	\$2,244,282
Year 36	\$2,211,675
Total	\$75,654,148

Base Year Funding

- a) The weighted average life of the agreed-upon assets is 36 years.
 - b) The total cost of replacement and major maintenance for agreed-upon assets from Year 1 through Year 36 is \$75,654,148.
 - c) The base year funding for agreed-upon assets is: $(\$75,654,148 / 36) = \$2,100,000$.
- All amounts in 1997 dollars.

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Table 3 Continued

Part II - Calculation of Increase to Base Year Funding Amount, Under Schedule C Paragraph 5

Year	Annual Cost for 36 Years (Sub Totals from Table 2)
Year 1	\$477,107
Year 2	\$477,107
Year 3	\$477,107
Year 4	\$477,107
Year 5	\$477,107
Year 6	\$477,107
Year 7	\$477,107
Year 8	\$477,107
Year 9	\$477,107
Year 10	\$477,107
Year 11	\$477,107
Year 12	\$477,107
Year 13	\$477,107
Year 14	\$477,107
Year 15	\$477,107
Year 16	\$477,107
Year 17	\$477,107
Year 18	\$477,107
Year 19	(\$167,928)
Year 20	\$959,807
Year 21	\$477,107
Year 22	\$477,107
Year 23	\$477,107
Year 24	\$477,107
Year 25	\$1,073,385
Year 26	\$477,107
Year 27	\$477,107
Year 28	\$477,107
Year 29	\$477,107
Year 30	(\$537,719)
Year 31	\$477,107
Year 32	\$477,107
Year 33	\$477,107
Year 34	\$477,107
Year 35	\$15,936,479
Year 36	\$477,107
Total	\$32,054,358

Increase to Base Year Funding Amount, Under Schedule C Paragraph 5

- a) The weighted average life of the agreed-upon assets is 36 years.
 - b) The total cost of replacement and major maintenance for agreed-upon assets from Year 1 through Year 36 is \$32,054,358.
 - c) The increase to the base year funding for agreed-upon assets is: $(\$32,054,358 / 36) = \$890,000$.
- All amounts in 2000 dollars.

Part III - Effective Year Funding Amount

The effective year funding for agreed-upon assets is $(\$2,100,000 + \$890,000) = \$2,990,000$

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Schedule D

Other Fisheries Related Funding

- 1.0 Lisims Fisheries Conservation Trust (the "Trust")**
- 1.1 In accordance with paragraphs 77(j) and 106 of the Fisheries Chapter, the Joint Fisheries Management Committee ("JFMC") will make recommendations to the trustees of the Trust in respect of projects, programs and activities to be funded with expenditures from the Trust.
- 1.2 Table 1 sets out the annual activities and projects that Canada and the Nisga'a Nation have identified as their priorities for funding from the Trust. Table 1 also includes an estimate of the costs associated with undertaking the activities and projects.

Table 1

Activities and Projects	Estimated Funding
Determine sockeye conservation levels based on smolt production from Nass tributaries	\$30,000
Undertake Sockeye stock assessment and catch monitoring including: escapement monitoring, tag recovery and stock discrimination, the fishwheel stock assessment program, Nass salmon catch monitoring, and DNA sampling to identify escapement levels for specific sockeye stocks.	\$410,000
Undertake chinook/coho stock assessment and catch monitoring including: escapement monitoring, the coded-wire tagging program and stock discrimination. Target upriver coho and chinook stocks which are of significant conservation concern.	\$480,000
Monitor non-salmon harvest in the Nass Area.	\$25,000
Operate landing sites to monitor Nisga'a salmon catches.	\$55,000
TOTAL	\$1,000,000

- 1.3 Canada and the Nisga'a Nation estimate that activities and projects identified in Table 1 will require funding of approximately \$1,000,000 per year.
- 1.4 If the total annual funding amount set out in Table 1 exceeds the annual disbursement from the Trust in respect of the identified activities, Canada will contribute the amount of the shortfall, not to exceed \$400,000 per year, in each of the first five years after the effective date.
- 1.5 Funding under subparagraph 1.4 will be provided to the Nisga'a Nation under a contribution agreement between Canada as represented by the Department of Fisheries and Oceans and the Nisga'a Nation.

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- 1.6 Six months before the end of the five year period described in subparagraph 1.4, Canada and the Nisga'a Nation will review information about the annual disbursements from the Trust to determine whether continuation of the funding described in subparagraph 1.4 is warranted.
- 2.0 One Time Fisheries Studies and Projects**
- 2.1 Canada will contribute an amount of \$2,535,000 over a five year period beginning on the effective date to fund one time fisheries studies and projects.
- 2.2 Table 2 describes the studies and projects referred to in subparagraph 2.1 to be undertaken and an estimate of the costs associated with each study and project.

Table 2

One Time Fisheries Studies and Projects	Estimated Expenditure
Sockeye Limnological/Juvenile Studies: Surveys of juvenile sockeye and limnological conditions in Meziadin Lake to assess productivity; estimation of conservation levels.	\$123,000
Chinook and Coho Activities: capital for construction of fences (coded wire tagging program); Zolzap coho study (over five years); Kincolith coded wire tagging program (over 5 years)	\$1,030,000
Pink and Chum Studies: joint study to determine conservation levels (over 4 years); weir construction and operation and intensive sampling	\$1,020,000
Non Salmon Studies: studies to determine basic entitlements	\$235,000
Roe on Kelp Study: Joint study to assess the availability within the Nass Area	\$54,000
Designated Landing Sites: construct, lease and equip sites	\$73,000
TOTAL	\$2,535,000

- 2.3 The Department of Fisheries and Oceans and the Nisga'a Lisims Government, in consultation with the JFMC, will agree on a process for planning the projects, including the determination of standards, timing and reporting.
- 2.4 Funding under paragraph 2.1 will be provided under a contribution agreement between Canada as represented by the Department of Fisheries and Oceans and the Nisga'a Nation.

NISGA'A NATION FISCAL FINANCING AGREEMENT

Schedule E

NVHB General Practice Services Agreement

13 NVSA PRIMA 2004

APP Contract # 15804799-01

THIS AGREEMENT made as of the 02 day of November, 1999

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA
represented by the Medical Services Commission

(herein called the "Commission")

OF THE FIRST PART

AND

NISGA'A VALLEY HEALTH BOARD
256 TAIT AVENUE
NEW AIYANSH, BC V0J 1A0

(Herein called the "Contractor")

OF THE SECOND PART

AND

Nisga'a Tribal Council, to the effective date of the Nisga'a Final
Agreement, and Nisga'a Nation, as represented by Nisga'a Lisims
Government on and after the effective date of the Nisga'a Final Agreement

(Herein called the "Nisga'a Nation")

PREAMBLE

WHEREAS the Contractor has agreed to provide **General Practice Services** to the
Commission.

THEREFORE the parties have agreed as follows:

ARTICLE 1. DEFINITIONS

1.01 In this Agreement

- (a) "Nisga'a Final Agreement" has the meaning ascribed to it in section 1
of the Nisga'a Final Agreement Act. S.B.C. 1999, c.2;
- (b) "Nisga'a Lisims Government" means Nisga'a Lisims Government
coming into effect on the effective date of the Nisga'a' Final
Agreement.

ARTICLE 2 APPOINTMENT

2.01 The Commission retains the Contractor to provide the services (herein called the "Services") described in Schedule A attached hereto and forming a part hereof, and the remuneration for such services shall be as set out in Schedule B attached hereto and forming part hereof.

ARTICLE 3 TERM

3.01 The Contractor will provide the Services in accordance with the provisions of this Agreement during the period (herein called the "Term") which will, notwithstanding the date of execution and delivery of this Agreement, be conclusively deemed to commence on **October 1, 1999**, and will end on **September 30, 2001**.

ARTICLE 4 RENEWAL

4.01 (a) This Agreement may be renewed for such period of time and on such terms as the parties may mutually agree in writing. If either party wishes to renew this Agreement, it will provide written notice to the other party no later than 30 days prior to the end of the Term, and as soon as practical thereafter the Commission and the Contractor will meet to discuss and endeavour to settle in a timely manner the terms of such a renewal, if any, so that continuity and delivery of the Services will not be interrupted. Subject to Sub-Paragraph (b), the terms and conditions of this Agreement will remain in effect until a renewal is signed.

(b) If the parties do not conclude a written renewal under Sub-Paragraph (a) within 60 days following the end of the Term, this Agreement and any extensions will terminate, and the Commission will be under no further obligation to the Contractor except to pay to the Contractor such fees and expenses as the Contractor may be entitled to receive pursuant to Schedule B for services rendered and expenses incurred to the effective date of termination.

ARTICLE 5 LICENCES, QUALIFICATIONS AND ENROLLMENT

- 5.01 Where any of the Services specified in Schedule A are to be provided by, or are required by any law or governing body having jurisdiction with respect to the same to be provided by, a duly qualified or licensed practitioner or professional, the Contractor will cause and permit only those persons who are so qualified and licensed to perform those services.
- 5.02 The Contractor will ensure that any and all physicians providing service under this Agreement are enrolled with the Medical Services Plan.

ARTICLE 6 PAYMENT

- 6.01 The Commission will pay to the Contractor, in full payment and reimbursement for providing the Services and for expenses incurred in connection therewith, the fees in the amounts and in the manner described in Schedule B attached hereto and forming a part hereof, and the Contractor will accept such fees as full payment and reimbursement as aforesaid.

ARTICLE 7 RECORDS AND REPORTS

- 7.01 In connection with the provision of the Services, the Contractor will:
- (a) deliver to the Commission reports containing the information required by the Commission as specified by the Schedules to this Agreement;
 - (b) establish and maintain records of disbursements to practitioners and records of payments for directly related expenses, in form and content satisfactory to the Commission, including invoices, receipts, vouchers and payrolls;
 - (c) upon request of the Commission, fully inform the Commission of the work done and to be done by the Contractor in connection with the provision of the Services; and

- (d) permit the Commission 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 Contractor as a result of this Agreement (collectively the "Material").

ARTICLE 8 INDEPENDENT CONTRACTOR

- 8.01 The Contractor will be an independent contractor and not the servant, employee or agent of the Province or the Commission.
- 8.02 The Contractor will not in any manner commit or purport to commit the Province or the Commission to the payment of any money except pursuant to this Agreement, in connection with the services to be provided under this Agreement.
- 8.03 The Contractor will accept clarifications from the Commission concerning the deliverables set out in Schedule A. However, the Contractor will not be subject to the control of the Commission in respect of the manner in which the Commission's clarifications are implemented unless explicitly specified in this Agreement.
- 8.04 The Contractor 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 may be payable to any Government or to any body, agency or authority of any said Government, in respect of any fees paid to the Contractor pursuant to this Agreement.
- 8.05 The Contractor will supply all labour, materials and approvals necessary to provide the Services at its own expense.
- 8.06 The Contractor will comply with all applicable laws.

ARTICLE 9 CONFIDENTIALITY

- 9.01 The Contractor will at all times treat as confidential all information or material supplied to or obtained by the Contractor as a result of this Agreement and will not permit the publication, release or disclosure of the same without the prior written consent of the Commission, 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 with the exception of any information or material required by law to be released.

ARTICLE 10 INDEMNIFICATION

- 10.01 The Contractor will indemnify and save harmless the Commission, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Commission may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, 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 Contractor or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this Agreement during the Term, excepting always liability arising out of the independent, negligent acts of the Commission.
- 10.02 The Contractor will cause and 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 medical services specified in Schedule A. In the event that non-physician health care professionals are identified as service providers in Schedule A, the Contractor will similarly retain only individuals who are adequately insured against acts of negligence and malpractice.

ARTICLE 11 REDUCTION IN SERVICES

- 11.01 In the event that the general practice services coverage should at any time be less than that specified in Schedule "A", Article 4, because of termination, voluntary or otherwise, of an employed physician, the Contractor will so inform the Commission within seven (7) days and will make every effort to

obtain a suitable replacement physician to comply with Article 4 thereof.

ARTICLE 12 DEFAULT AND REMEDY

- 12.01 In the event of breach by the Contractor of any term, covenant or condition contained in this Agreement the Commission may, at its option, elect to do any one or more of the following:
- (a) upon 30 days written notice relating to the specific default in question, suspend any monthly payment, or any portion thereof, due or that becomes due in connection with the matter in which the default has occurred and while such default continues;
 - (b) pursue any remedy available to it at law or equity;
 - (c) require that the default be remedied within ninety (90) days of the date of delivery of the notice or such other time period as may be mutually agreed between the parties;
 - (d) waive the default in accordance with Article 14; and
 - (e) terminate this Agreement, subject to the expiry of any time period specified by notice delivered under subparagraph (c) of this paragraph;

subject always to Article 18.06 of this Agreement.

ARTICLE 13 TERMINATION

- 13.01 Subject to Article 12, if the Contractor fails to comply with any provision of this Agreement then, and in addition to any other remedy or remedies available to the Commission, the Commission may, at its option, terminate this Agreement giving written notice of termination to the Contractor. When such option is exercised the Commission will be under no further obligation to the Contractor except to pay to the Contractor such fees and expenses as the Contractor may be entitled to receive, pursuant to Schedule B attached hereto, for services rendered and expenses incurred up to the termination date set out in the said notice.
- 13.02 Notwithstanding any other provision of this Agreement, either party may terminate the Agreement upon a minimum of one hundred and eighty (180) days written notice to the other party or in such shorter time as may be

agreed upon by the parties. Such notice shall be delivered to the address set out in Article 16.

ARTICLE 14 NON-WAIVER

- 14.01 No provision of this Agreement 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.
- 14.02 The written waiver by either party of any breach of any provision of this Agreement by other party will not be deemed a waiver of any subsequent breach of the same or any other provision of the Agreement.

ARTICLE 15 APPROPRIATION

- 15.01 Notwithstanding any other provision of this Agreement the payment of money by the Commission to the Contractor pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act, R.S.B.C. 1996, c138 (the Financial Administration Act, inclusive of every amendment made thereto and in force, being herein collectively called the "Act"), to enable the Commission, in any fiscal year when any payment of money by the Commission to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the Act, not having controlled or limited, pursuant to the Act, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

ARTICLE 16 NOTICES

- 16.01 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, on the third business day after the mailing of the same in

British Columbia by prepaid post addressed, if to the Commission;

ATTENTION:
CLYDE MACDONALD
SENIOR MANAGER
ALTERNATIVE PAYMENTS PROGRAM
MEDICAL SERVICES PLAN

THIRD FLOOR
1515 BLANSHARD STREET
VICTORIA BC V8W 3C8

and if to the Contractor:

ATTENTION:
REGINALD PERCIVAL
EXECUTIVE DIRECTOR
NISGA'A VALLEY HEALTH BOARD

256 TAIT AVENUE
NEW AIYANSH, BC VOJ 1A0

and if to the Nisga'a Tribal Council/Nisga'a Lisims Government:

PRESIDENT
NISGA'A TRIBAL COUNCIL/
NISGA'A LISIMS GOVERNMENT

P.O. BOX 231
NEW AIYANSH, BC VOJ 1A0

- 16.02 Either party may, from time to time advise the other by notice in writing of any change of address of the party giving such notice and from and after notice the address therein specified will, for the purposes of Articles 12 and 13, be conclusively deemed to be the address of the party giving such notice.

ARTICLE 17 ASSIGNMENT

- 17.01 At the request of the Nisga'a Lisims Government, the parties will negotiate and attempt to reach agreement to assign all right, title and interest of the Contractor under this Agreement to the Nisga'a Nation or designee of the Nisga'a nation. For greater certainty, this Article is not part of the Nisga'a Final Agreement and is not subject to paragraphs 49 through 51 of the General Provisions Chapter (Chapter 2) of that Agreement.
- 17.02 For greater certainty and despite anything to the contrary elsewhere in the Agreement, the Nisga'a Nation is a party to this Agreement only for the purposes of Article 18.06, and has no rights or obligations under, or in respect of, this Agreement.

ARTICLE 18 MISCELLANEOUS

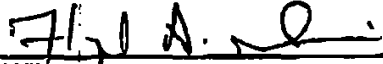
- 18.01 This Agreement will be governed by and construed in accordance with the applicable laws of the Province of British Columbia.

- 18.02 The headings appearing in this Agreement 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 Agreement.
- 18.03 No amendment or modification to this Agreement will become effective unless the same will have been reduced to writing and duly executed by the parties hereto.
- 18.04 The schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 18.05 Where the Contractor is a corporation, the Contractor hereby represents and warrants to the Province that the signatory has been duly authorized by the Contractor to enter into this Agreement without corporate seal on behalf of the corporation.
- 18.06 All disputes arising out of or in connection with this Agreement may be dealt with and finally resolved under Article VII (Dispute Resolution) in the Transitional Funding Agreement.
- 18.07 This Agreement is not intended to be, and will not be interpreted to be, a land claims agreement or treaty within the meaning of section 25 or 35 of the *Constitution Act, 1982* and it is not intended to, and will not be interpreted to, recognise or affirm any aboriginal or treaty rights within the meaning of section 25 or 35 of the *Constitution Act, 1982*.
- 18.08 This Agreement is not part of the Nisga'a Final Agreement.
- 18.09 This Agreement is made without prejudice to any negotiations or agreement which may occur after April 1, 1999 between the parties in respect of
- (a) the transfer of one or more provincial health services to be delivered by the Contractor as contemplated in the Memorandum of Understanding dated October 30, 1995 and renewed October 3, 1997 or any similar or successor agreement between the parties respecting service and program negotiations;
 - (b) the delivery and administration of provincial health services and programs

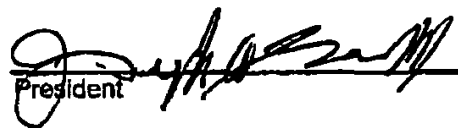
by Nisga'a Lisims Government, as contemplated in the Nisga'a' Final Agreement.

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

SIGNED AND DELIVERED on behalf of)
the Nisga'a Tribal Council/Nisga'a)
Nation by the President of the Nisga'a)
Tribal Council/Nisga'a Lisims)
Government in the presence of:)

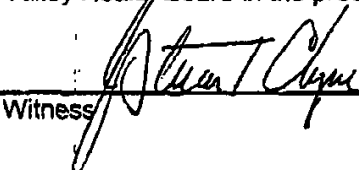


Witness)



President)

SIGNED AND DELIVERED on behalf of)
the Nisga'a Valley Health Board by an)
authorized representative of the Nisga'a)
Valley Health Board in the presence of:)




Witness)



Chair, Nisga'a Valley Health Board)

SIGNED AND DELIVERED on behalf of)
the Commission by an authorized)
representative of the Commission in the)
presence of:)



Witness)



Authorized Representative)

SCHEDULE A

Definitions

1. In this Schedule, except as otherwise expressly provided or unless the context otherwise requires:

"Full Time Equivalent" (FTE) means a minimum of 1680 hours of service, per annum or pro rata for any part thereof.

Services

2. The Contractor will provide the Services for Local Health Area 92 at facilities in New Aiyansh (Diagnostic and Treatment Centre), Gitwinksihkw (nursing station), Laxgalts'ap (nursing station) and Kincolith (nursing station) herein called the "Unit".

3. The Contractor will provide coverage for physician services at the Unit, over a 52 week period, as follows:

- (i) General primary care outpatient services in New Aiyansh conducted during regular established office hours, a minimum of five days per week;
- (ii) After hours emergency consultation and treatment services, available at all times; and
- (iii) Regularly scheduled weekly outreach services in Gitwinksihkw, Laxgalts'ap and Kincolith.

4. Total general practise service coverage to be delivered under this contract equals:

• New Aiyansh	2.0 FTES
• Outreach per Item 3(iii) above	0.5 FTE
• Subtotal:	2.5 FTES
• Leave Replacement @ 16 percent	0.4 FTE
TOTAL	2.9 FTES

5. The Contractor will use the funds provided for in this Agreement exclusively for those clinical patient care services and activities denoted in Paragraph 3 above. Use of these funds in payment for other patient care services is a breach of this Agreement.

6. (a) Subject to Sub-Paragraphs (b) to (d), the Contractor will take reasonable measures to ensure that services funded by the Commission under this Agreement will be provided only to individuals who are residents or are deemed to be residents of British Columbia under the Medicare Protection Act. For the purposes of this Agreement, this residency criteria shall be deemed to be met if:

- (i) the individual presents the Contractor with a British Columbia CareCard;

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- (ii) the Contractor takes reasonable measures to confirm that the Individual is the legitimate holder of the CareCard, (i.e., by confirming the identity of the individual); and
 - (iii) the Contractor confirms that the individual is currently a resident of British Columbia.
- (b) This requirement should, in no way, interfere with necessary care provided to any individual in an emergency or situation of urgent or acute medical need.
- (c) Where justification can be provided that the requirement to determine eligibility would result in risk to the public or individual, this requirement may be waived.
- (d) Sub-Paragraph (a) does not apply if an individual, who is not a resident of British Columbia, provides evidence of enrollment under an Act, plan, or scheme in another province of Canada in respect of which British Columbia has a reciprocal agreement related to the provision of medical or health care services, subject to the agreements.

Fee-For-Service

7. (a) Physicians working as part of this Agreement may not claim fee-for-service payment from the Commission (Medical Services Plan) for the following:
- (i) any services or procedures provided to patients in the Unit;
 - (ii) any services or procedures related to the program funded by this Agreement; or,
 - (iii) services provided during any period of time which is applied to the calculation of the FTE requirement under this Agreement.
- (b) The only exception to Sub-Paragraph 7(a) above will be services or procedures for which fee-for-service billing is specifically permitted in Paragraph 3 of this Schedule.
- (c) The Contractor must ensure Fee-For-Service Waivers are signed by all physicians providing service under this Agreement. These waivers are available from the Commission, must be signed by physicians prior to commencing delivery of service under this Agreement and must be retained on site by the Contractor for audit and inspection at any time.

Reporting

8. The Contractor agrees to disclose, in writing, all sources of funding for the services provided under the terms of this Agreement and the source amounts, within 60 days of signing this Agreement or of receipt of knowledge of such sources and amounts. The sources include, but are not limited to: funding under this Agreement; the Contractor's global budget; fee-for-service billings; professional service contracts with other organizations; grants and endowments; university stipends/honoraria; and third party billings for services provided by the

Schedule A

physicians in the Unit in the performance of the Contractor's obligations under this Agreement.

9. Within 60 days of the end of any calendar year in the Term, the Contractor will submit to the Commission full details of all compensation rendered to any physician for provision of the Services in the calendar year including compensation rendered by the contractor or by any sub-contractor, affiliates, parent or subsidiary organizations of the Contractor. Compensation information is to be provided for each physician, identified by name, MSP practitioner enrollment number, and birthdate, and, must include the following information:
 - (a) monetary compensation, including but not limited to salary, wages, and/or fees; and
 - (b) full description of any benefits, perquisites and/or other compensation for which the physician is eligible or has been provided (i.e., CME, CMPA, travel/housing allowances, Mandatory Employee Related Costs e.g., EI, and CPP).
10. The Contractor will notify the Commission when retaining any physician or other practitioner to provide the Services.
11. Within 28 days of the close of each calendar month in the Term, the Contractor will provide the Commission with a report on service coverage for the preceding month, in a format acceptable to the Commission, indicating the number of hours of service provided in the Unit by each physician identified by name, specialty, and Medical Services Plan practitioner enrollment number.
12.
 - (a) The Contractor will record and provide statistical information on all patients seen and services rendered to all patients, separated by month of service. Reports will be submitted to the Commission within 28 days of the end of each quarter.
 - (b) The following patient-based statistical information is to be submitted for all services provided:
 - Identification of Contractor (unique agency identifier; site identifier)
 - patient's personal health number (PHN) and date of birth
 - date of service
 - MSP practitioner enrolment number of physician providing service
 - services/procedures provided (identified by Medical Services Commission Payment Schedule fee code)
 - diagnosis (ICD9 code) and/or Case Mix Group
 - identification of services for which payment is recoverable from a third party payer, (i.e., ICBC, WCB, private pay patients, out of country, or out of province where there is no reciprocal agreement in place)
 - start/end time of each after hours call-back
 - (c) For any fee-for-service payments claimed as permitted under Paragraph 3 of this Schedule, the information required to be submitted under this

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Paragraph is to be provided in a separate report from those services not claimed under fee-for-service.

(d) The statistical information identified in this Paragraph is to be submitted on a 3 1/2" diskette in a format acceptable to the Commission.

13. The Contractor will submit by September 30, 1999, a written report which includes:
- (i) an analysis of service gaps in community based medical and other health care services in the unit; and
 - (ii) a framework and action plan for addressing the gaps identified in (i) above.

Records

14. The Contractor will be fully responsible for ensuring that complete medical/clinical records are kept on all patients according to all current legal and professional regulatory requirements including those of the appropriate licensing body and the requirements of the Commission in effect from time to time.

Miscellaneous

15. The Contractor acknowledges that it has been advised by the Commission not to execute an agreement with its medical staff until after this Agreement between the Contractor and the Commission has been executed. Agencies negotiating agreements outside the framework, funding or term of an existing contract with the Commission do so at their own risk.
16. The Contractor agrees to advise physicians in writing of their right to be represented by the British Columbia Medical Association (BCMA) and to negotiate in good faith when establishing contracts with physicians.
17. At the request of the Commission, the Contractor shall provide the most recent audited financial statements for the agency, or for the specific program/services funded under the Agreement. The financial statements, as requested, are to be provided to the Commission within 30 days of the request.
18. At the request of the Commission, and prior to the renewal of this contract, the Contractor agrees to participate in a review of workload and/or payment standards and utilization relating to the services provided under this Agreement.

SCHEDULE B

Definitions

1. In this Schedule, except as otherwise expressly provided or unless the context otherwise requires:

"Full Time Equivalent" (FTE) means a minimum of 1680 hours of service, per annum or pro rata for any part thereof.

Payment

2. The Commission will base its payments for the Services on 2.9 FTEs. The maximum funded service per physician shall not exceed 1680 hours per annum or pro rata for any part thereof.
3. The Commission will make payments to the Contractor for providing Services as outlined below:
 - (a) The Commission will reimburse the Contractor at a rate of \$ 205,900.00 per annum per FTE provided.
 - (b) The Commission will make payments in the amount of \$ 49,759.17 on a monthly basis, commencing October 1, 1999 and ending September 30, 2001. The monthly payment may be prorated if the actual service provided for a period, as reported under Schedule A, Paragraph 11, falls below 2.9 FTEs (as documented in the report on service coverage).
 - (c) Proration will be calculated quarterly and applied to payments on a quarterly basis. If the actual service provided in a quarter falls below the minimum level identified in (b) above, monthly payments in the following quarter will be prorated. Proration will be based on the reported, actual utilization relative to the minimum requirement.
 - (d) Upon request by the Contractor, exemption from proration may be given by the Commission due to extenuating circumstances.
 - (e) The Commission will reimburse the Contractor \$6,000.00, upon receipt, review and acceptance of the report regarding gaps in community service identified in Schedule A. Item 13.
 - (f) Payment may be withheld pending receipt of information and/or reports required to be submitted under the terms of the Agreement, if they are not received by the Commission by the date by which they are required to be submitted. The final payment under the contract may be withheld pending receipt of outstanding information and/or reports required under the terms of this Agreement, and the Commission will not be liable to pay for any service which have not been reported within 90 days of the expiration of the term of this Agreement.

Schedule B

- (g) Notwithstanding Paragraph 3(b) of this Schedule, in no event will the payments for services payable to the Contractor under this Agreement exceed, in the aggregate, the sum of:
- **\$304,555.00** for the period October 1, 1999 to March 31, 2000;
 - **\$597,110.00** for the period April 1, 2000 to March 31, 2001; and
 - **\$298,555.00** for the period April 1, 2001 to September 30, 2001.

Benefits

4. (a) The Commission will provide a contribution, herein called Benefits Contribution, to the Contractor in lieu of benefits (Continuing Medical Education, Physician Disability Insurance, and Canadian Medical Protective Association fees rebate) which are provided by the BCMA for physicians paid on a fee-for-service or sessional basis, or for other like benefits or cash in lieu.
- (b) The Commission will provide a Benefits Contribution to the Contractor for each physician who the Commission has determined:
- (i) has provided services to the Contractor under this Agreement as reflected in the monthly reports required by Schedule A, Paragraph 11; and
 - (ii) is not eligible to participate in the BCMA Benefits Program
- in each of the **1999, 2000 and 2001** calendar years respectively.
- (c) The Benefits Contribution may be prorated according to reported service coverage as per Schedule A, Paragraph 11.
- (d) The Benefits Contribution for which the contractor is eligible, based on the terms of this Agreement, will be paid prior to **March 31** following the end of each calendar year noted in (b) above.
- (e) Physician income earned under this Agreement is eligible for Contributory Professional Retirement Savings Plan (CPRSP) benefits, payable by the BCMA. In order for physician income earned under this Agreement to be included in a physician's entitlement, the Contractor must provide a copy of the report specified in Schedule A, Paragraph 9(a), of this Agreement to the BCMA no later than February 28 annually for the previous calendar year. This report should be mailed to the BCMA at the address noted below with a copy to the Commission for verification purposes:

**Benefits Manager
BCMA
115-1665 West Broadway
Vancouver BC V6J 5A4**

Schedule B

(f) Notwithstanding Sub-Paragraphs (a) to (e), in no event will the Benefits Contribution payable to the Contractor under this Agreement exceed, in the aggregate, the sum of :

- \$ 5,238 for the 1999 calendar year (3.0 FTE X \$6,984 per annum X 0.25 years);
- \$ 20,952 for the 2000 calendar year (3.0 FTE X 1.0 year); and
- \$ 15,714 for the 2001 calendar year (3.0 FTE X per annum X 0.75 years).

Third Party Billings

5. (a) The Contractor will collect all third party billings for services performed by physicians in the Unit. The Contractor will keep the funds collected, and submit an accounting as of:

- March 31, 2000 for the period October 1, 1999 to March 31, 2000;
- March 31, 2001 for the period April 1, 2000 to March 31, 2001; and
- March 31, 2002 for the period April 1, 2001 to September 30, 2001 respectively.

The accounting will denote funds collected by Category and the amount and percentage of funds for each to be submitted to the Commission.

Schedule B

Categories, amounts and percentages of funds to be submitted are as follows:

Category	Service	Retained by Contractor (%)	Submitted to Commission (%)
Category 1	services which would be benefits under the Medical Services Plan, but are rendered to non-beneficiaries of the Plan	50	50
Category 2	services which would be benefits under the Medical Services Plan, but are the responsibility of a third party	50	50
Category 3	services which would not be benefits under the Medical Services Plan	50	50

- (b) The accounting as of March 31 noted in 5(s) above and a cheque representing the total amount payable to the Commission are to be submitted by:
- April 30, 2000 for the period October 1, 1999 to March 31, 2000;
 - April 30, 2001 for the period April 1, 2000 to March 31, 2001; and
 - April 30, 2002 for the period April 1, 2001 to September 30, 2001.
- (c) Notwithstanding Sub-Paragraphs (a) and (b), in no event shall the total amount of third party collections retained by the Contractor exceed 20 percent of the total fees payable to the Contractor as noted in Paragraph 3 of this Schedule.

NISGA'A NATION FISCAL FINANCING AGREEMENT

Schedule F

Nisga'a Child and Family Services Agreement