

CLINICAL ARP PROGRAM PARAMETERS APPENDIX 1.0

Clinical Alternative Relationship Plans involve the delivery of Programs established by the Minister pursuant to Section 3.1 of the *Medical Benefits Regulation*.

This Appendix 1.0 sets out the program parameters for Clinical Alternative Relationship Plans, including the duties, functions, roles and responsibilities of Participating Physicians, Alberta Health Services, and Her Majesty the Queen in Right of Alberta as represented by the Minister of Health and Wellness with respect to the provision of and Compensation for providing Program Services under any Clinical Alternative Relationship Plan established by the Minister.

SECTION 1

DEFINITIONS

1.1 In this Appendix and any corresponding Clinical ARP Ministerial Order, appendix, instrument, certificate, report, agreement or other document made or delivered pursuant to this Appendix,

- (a) “AHS” means Alberta Health Services.
- (b) “AHS Funding” means any funding and other support to be provided by AHS to support the provision of Program Services, as generally described in Directive D1-2014 entitled Clinical Alternative Relationship Plans Directive issued by the Minister to AHS, and as more particularly detailed in Schedule A, Appendix 1.0 of corresponding Clinical ARP Ministerial Orders.
- (c) “AMA” means The Alberta Medical Association (C.M.A. Alberta Division).
- (d) “Applicable Laws” means all laws, regulations and bylaws of any federal, provincial or municipal authority applicable to the delivery of the Program or the provision of the Program Services or the conduct of Physicians, including the *Alberta Health Care Insurance Act*, *Health Information Act*, and the *Freedom of Information and Protection of Privacy Act*, as well as any applicable federal and provincial privacy legislation, all as amended from time to time.
- (e) “Authorized Representative” means the individual who is a Participating Physician and is identified by the Participating Physicians in the Clinical ARP Physician List as their Authorized Representative for purposes of their Clinical ARP and who has the authority to act as agent on behalf of those Participating Physicians:
 - (i) as indicated in the Letter of Participation; and
 - (ii) generally as contemplated by the Clinical ARP and as otherwise directed by the Participating Physicians.

A Clinical ARP may have more than one Authorized Representative, in which case any reference to the Authorized Representative in this Ministerial Order or corresponding Clinical ARP Ministerial Orders is deemed to be a reference to all Authorized

Representatives, jointly and severally. Any reference to the Authorized Representative in this Ministerial Order or corresponding Clinical ARP Ministerial Orders is also deemed to refer to any temporary Physician administrator appointed pursuant to Section 4.1(d) hereof.

- (f) “Benefits” means benefits as defined in the *Alberta Health Care Insurance Act*.
- (g) “Centre” means the building, buildings, facility, facilities, locations, or geographic area, as the case may be, at or from which the Program is being delivered.
- (h) “Claim for Benefits” means documentation evidencing provision of Program Services by Participating Physicians to Patients, each of which must include the following and be submitted as and when required by this Appendix and corresponding Clinical ARP Ministerial Order:
 - (i) any reporting as required by Schedule A, Appendix 3.0, of corresponding Clinical ARP Ministerial Orders; and
 - (ii) Service Event Reports.
- (i) “Clinical Alternative Relationship Plan” or “Clinical ARP” means a Program established by the Minister pursuant to Section 3.1 of the *Medical Benefits Regulation* to deliver Program Services, including Insured Medical Services.
- (j) “Clinical ARP Locum Physician List” means the list of Locum Physicians for a particular Clinical ARP, as maintained by the Minister and updated from time to time.
- (k) “Clinical ARP Physician List” means the list of Participating Physicians and Authorized Representatives for a particular Clinical ARP, as approved and maintained by the Minister and updated from time to time.
- (l) “Clinical ARP Ministerial Order” means the Ministerial Order which establishes a particular Clinical ARP.
- (m) “Clinical ARP Program Parameters” means the rules, terms, and conditions governing Clinical ARPs, as set out in Ministerial Order 53/2011, as amended from time to time.
- (n) “College” means the College of Physicians and Surgeons of Alberta.
- (o) “Compensation” means the amounts payable by the Minister, pursuant to Appendix 1.0 of corresponding Clinical ARP Ministerial Orders and sub-section 3.1(2) of the *Medical Benefits Regulation*, to Participating Physicians for the provision of Program Services by the Participating Physicians for a particular Clinical ARP.
- (p) “Effective Date” means 12:01 a.m. on the date specified in corresponding Clinical ARP Ministerial Orders.
- (q) “Insured Medical Services” means insured medical services as defined in the *Medical Benefits Regulation* under the *Alberta Health Care Insurance Act*.

- (r) “Letter of Participation” or “LOP” means a letter substantially in the form attached as Attachment 1.0 to this Appendix, signed by the Participating Physician and Authorized Representative.
 - (s) “Letter of Termination” or “LOT” means a letter substantially in the form attached as Attachment 2.0 to this Appendix, signed by the Participating Physician or the Authorized Representative.
 - (t) “Locum Physician” means:
 - i. a Physician engaged by the Participating Physicians to provide Program Services in lieu of one or more of the Participating Physicians who may be on leave, on vacation, or absent due to illness; or
 - ii. subject to prior written approval by the Minister, a Physician engaged by the Participating Physicians to provide Program Services for a maximum of six months pending recruitment of a Participating Physician.
- A Locum Physician shall be a Physician whose Speciality is identified in Schedule A, Appendix 1.0, Table 1 of corresponding Clinical ARP Ministerial Orders.
- (u) “Locum Physician Registration Letter” means a letter substantially in the form attached as Attachment 3.0 to this Appendix, signed by the Authorized Representative.
 - (v) “Locum Physician Termination Letter” means a letter substantially in the form attached as Attachment 4.0 to this Appendix, signed by the Authorized Representative.
 - (w) “Minister” means Her Majesty the Queen in Right of Alberta as represented by the Minister of Health and Wellness or his delegate.
 - (x) “MO” means Ministerial Order.
 - (y) “Other Funding” means any funding and other support to be provided by any person for the provision of Program Services, as more particularly detailed in Schedule A, Appendix 1.0 of corresponding Clinical ARP Ministerial Orders.
 - (z) "Out of Province Patient" means a Patient who is not a Resident who receives Program Services to which he or she would have been entitled under the publicly funded health care insurance plan in the province or territory of Canada in which he or she resides and with which province or territory of Canada the Minister has entered into an agreement for reciprocal payments pursuant to the Alberta Health Care Insurance Regulation.
 - (aa) “Participating Physician” means a Physician who or whose professional corporation has completed, signed, and delivered to the Minister a Letter of Participation, who is (or is eligible to be) listed in the Clinical ARP Physician List for a particular Clinical ARP, who has not signed and delivered a Letter of Termination or otherwise been terminated under that Clinical ARP, and whose Letter of Participation has been approved by the Minister.

- (bb) “Patients” means the Residents and Out of Province Patients intended to be served by the Program as more particularly described in Schedule A, Appendix 2.0 of corresponding Clinical ARP Ministerial Orders.
- (cc) “Physician” means a physician as defined in the Alberta Health Care Insurance Act.
- (dd) “Physician Funding” means any funding and other support to be provided by the Participating Physicians for the provision of Program Services, as more particularly described in Schedule A, Appendix 1.0 of corresponding Clinical ARP Ministerial Orders.
- (ee) “Professional Requirements” means the requirements of the College and all applicable medical staff bylaws and associated rules and regulations, each as amended from time to time.
- (ff) “Program” means the program for a Clinical ARP as described in Schedule A, Appendix 2.0 of corresponding Clinical ARP Ministerial Orders.
- (gg) “Program Services” means those Insured Medical Services and other services related to the provision of Insured Medical Services to be provided by Participating Physicians to the Patients at the Centre as part of or through a Program, as such Program Services are described in detail in Schedule A, Appendix 2.0 of corresponding Clinical ARP Ministerial Orders.
- (hh) “Resident” means a resident or resident of Alberta as defined in the Alberta Health Care Insurance Act.
- (ii) “Schedule of Medical Benefits” or “SOMB” means the Schedule of Medical Benefits as defined in the Medical Benefits Regulation.
- (jj) “Service Event Reports” means reports in the same form and with the same content as if the Benefits for Program Services provided to Patients through a Program were being claimed under Section 3 of the Medical Benefits Regulation, the requirements for which reports may be further described in Schedule A, Appendix 3.0 of corresponding Clinical ARP Ministerial Orders.
- (kk) “Services Agreement” means group or individual services agreement or agreements between AHS and any of the Participating Physicians in respect of Program Services for a particular Clinical ARP.
- (ll) “Specialist” means a Physician who is a certificate-recipient or a fellow of the Royal College of Physicians and Surgeons of Canada in a specific field of practice, who is also recognized as such by the College, and/or who has gained equivalent experience as a result of long-standing and continuing practice in that field.
- (mm) “Specialty” means the field of practice of a Specialist.

SECTION 2

PROGRAM SERVICES

2.1 Program

Details of the Program for each Clinical ARP, including the Program Services and the Patients intended to receive the Program Services, are set out in Schedule A, Appendix 2.0 of corresponding Clinical ARP Ministerial Orders.

2.2 Service commitment

- (a) Subject only to Section 2.3, the Participating Physicians shall provide the Program Services to Patients as set out in Schedule A, Appendix 2.0 of corresponding Clinical ARP Ministerial Orders only in accordance with this Appendix, the corresponding Clinical ARP Ministerial Order, and any Services Agreement.
- (b) Other than a referral allowed by and made in accordance with Schedule A, Appendix 1.0 of corresponding Clinical ARP Ministerial Orders, Participating Physicians shall not refer Patients to Physicians who are not Participating Physicians for services currently provided under the Program except where the Patients have requested a second opinion.

2.3 Standards for Program Services

- (a) In providing the Program Services, the Participating Physicians shall comply with:
 - (i) all Applicable Laws, Professional Requirements, and Services Agreements; and
 - (ii) all operational rules, policies, guidelines and directives of general application to Physicians practicing at the Centre.
- (b) The Participating Physicians shall obtain and maintain in force all licences, permits, certificates or approvals required in order properly to perform the Program Services.
- (c) Nothing in this Appendix or the corresponding Clinical ARP Ministerial Orders shall be interpreted as affecting the professional and clinical autonomy of a Participating Physician or the ability of the Participating Physician to exercise proper clinical judgement.

2.4 Precedence between Ministerial Orders

In the event of any inconsistency or ambiguity between this Ministerial Order and any corresponding Clinical ARP Ministerial Order, this Ministerial Order shall govern.

2.5 Services Agreements

- (a) Services Agreements may describe how the Program of a particular Clinical ARP is to be delivered and how the Program Services are to be provided, but shall not provide any amount to Participating Physicians for the provision of Program Services in addition to the Compensation payable by the Minister hereunder. A Services Agreement shall not

be interpreted to amend or modify any of the provisions of this Ministerial Order or of any corresponding Clinical ARP Ministerial Order.

- (b) AHS shall provide the Minister with fully executed copies of all Services Agreements, if any, within 30 days of their execution.
- (c) In the event of any inconsistency or ambiguity between this Ministerial Order and any corresponding Clinical ARP Ministerial Order and a Services Agreement, this Ministerial Order and any corresponding Clinical ARP Ministerial Order shall govern.

SECTION 3

PARTICIPATING PHYSICIANS & THE CENTRE

3.1 Letter of Participation and Clinical ARP Physician List

- (a) A Clinical ARP created by a Clinical ARP Ministerial Order applies only to Physicians who are Participating Physicians in that Clinical ARP.
- (b) A Physician may become a Participating Physician in a Clinical ARP, effective on the date indicated in the Letter of Participation, if:
 - (i) a Physician completes, signs, and delivers one originally executed Letter of Participation to the Minister, with copies to AHS and AMA; and
 - (ii) the Minister approves the Letter of Participation.
- (c) The Minister shall maintain and update from time to time a Clinical ARP Physician List of approved Participating Physicians for each Clinical ARP. The Clinical ARP Physician List for a particular Clinical ARP shall be deemed to be updated upon approval by the Minister of any new Letter of Participation or upon termination of a Participating Physician under Section 8 of this Appendix.
- (d) A Physician is only a Participating Physician with respect to the particular Clinical ARP(s) for which that Participating Physician is listed on the corresponding Clinical ARP Physician List.
- (e) If there is a change in a Participating Physician's Specialty status during the term of the Clinical ARP, the Participating Physician shall complete, sign, and deliver to the Minister for approval a revised Letter of Participation, which includes the effective date of the Participating Physician's change in Specialty status.

3.2 The Centre

- (a) The Minister shall maintain and update from time to time a list of all buildings, facilities, locations, or geographic areas, as the case may be, which constitute the Centre for a Clinical ARP.

- (b) As of the Effective Date, the Participating Physicians shall submit to the Minister, with a copy to AHS, a list of all buildings, facilities, locations, or geographic areas, as the case may be, which constitute the Centre for the Clinical ARP.
- (c) If there is a change in the Centre during the term of the Clinical ARP, the Participating Physicians shall submit to the Minister a revised list, which list shall be deemed to be updated by the Minister.

SECTION 4

AUTHORIZED REPRESENTATIVE

4.1 Duties of and changes to Authorized Representative

- (a) The Participating Physicians of each Clinical ARP shall appoint at least one Authorized Representative for that Clinical ARP.
- (b) The Authorized Representative shall provide a copy of these Clinical ARP Program Parameters and the Clinical ARP Ministerial Order for that Clinical ARP to the Participating Physicians of that Clinical ARP and shall inform those Participating Physicians of any amendments to these Clinical ARP Program Parameters and the Clinical ARP Ministerial Order.
- (c) If there is a change in the identity of the Authorized Representative, the Participating Physicians shall immediately notify the Minister, AHS, and AMA of the change. Such change shall not be effective until the Minister has received such notice, at which time the Clinical ARP Physician List for that Clinical ARP shall be deemed to be amended accordingly.
- (d) If there ceases to be an Authorized Representative for any reason the Participating Physicians shall, within 10 days, appoint one or more Authorized Representatives and shall notify the Minister and AHS accordingly. If the Participating Physicians fail to appoint a new Authorized Representative within 10 days of there ceasing to be one, AHS shall, within a further five days, appoint a temporary Physician administrator to act as the Authorized Representative for the Clinical ARP and shall notify the Minister of such appointment. The temporary Physician administrator may act as the Authorized Representative for the Clinical ARP for a maximum of three months, at which point if the Participating Physicians still have not appointed a new Authorized Representative, the Minister may cancel the Clinical ARP pursuant to Sub-section 9.1(b)(v) hereof.

SECTION 5

COMPENSATION

- 5.1** Compensation is payable by the Minister to Participating Physicians for the provision of Program Services. Subject to this Appendix and corresponding Clinical ARP Ministerial Orders, the Minister shall make Compensation payments in accordance with Schedule A, Appendix 1.0 of corresponding Clinical ARP Ministerial Orders.

- 5.2** Upon the Minister providing Compensation directly to each Participating Physician or the Authorized Representative (or other assignee where all or any part of the Compensation has been assigned in accordance with Section 4 of the *Claims for Benefits Regulation*), the Minister is discharged from any obligation to the Participating Physicians and each of them for payment of Benefits for Program Services provided by the Participating Physicians to Patients.
- 5.3** The Participating Physicians may distribute the Compensation amongst Participating Physicians on an unequal basis to take into account workload, shift responsibilities, vacation schedules and any other matters the Participating Physicians deem appropriate. The Minister is not responsible for such allocation of Compensation or distribution thereof to Participating Physicians.
- 5.4** In establishing or making adjustments to the Compensation, the Minister shall consider in his discretion relevant factors including relevant increases and decreases to amounts payable under the Schedule of Medical Benefits for Insured Medical Services.

SECTION 6

PROGRAM FUNDING

6.1 Program funding

In addition to the Compensation, a Clinical ARP may have other sources of funding for the Program, including AHS Funding, Physician Funding, and/or Other Funding, as may be more particularly detailed in Schedule A, Appendix 1.0 of corresponding Clinical ARP Ministerial Orders.

6.2 Physician Funding

The Participating Physicians shall provide the Physician Funding identified in and in accordance with Schedule A, Appendix 1.0 of corresponding Clinical ARP Ministerial Orders.

SECTION 7

CLAIMS FOR BENEFITS

7.1 Payment of Compensation

Payment of Compensation by the Minister to, or on behalf of, any Participating Physician pursuant to a Clinical ARP is conditional upon:

- (a) receipt and approval by the Minister of fully executed Letters of Participation for each Participating Physician and the Authorized Representative; and
- (b) submission to and approval by the Minister of Claims for Benefits in accordance with the required format and scheduled deadlines as set out in this Appendix and Schedule A, Appendix 3.0 of corresponding Clinical ARP Ministerial Orders.

7.2 Payment subject to approval, assessment and re-assessment

A Claim for Benefits submitted by the Participating Physicians in a Clinical ARP constitutes and is deemed to be a claim for Benefits submitted by each Participating Physician under the *Alberta Health Care Insurance Act* and all regulations made under this Act. For clarity, Compensation paid or payable hereunder is subject to the Minister's rights under the *Alberta Health Care Insurance Act* and regulations to assess, approve, and re-assess said claims, including the right to reduce future Compensation payments and withhold Compensation and/or any other Benefits payable by the Minister for Program Services and/or other Insured Medical Services rendered prior to, during, and after the Physician became a Participating Physician.

7.3 Benefits under Section 3 *Medical Benefits Regulation*

Subject to any exceptions identified in Schedule A, Appendix 1.0 of corresponding Clinical ARP Ministerial Orders, a Participating Physician in a Clinical ARP may not claim Benefits under Section 3 of the *Medical Benefits Regulation* for Program Services provided to Patients by that Participating Physician within the Program.

7.4 Locum Physicians

- (a) If Participating Physicians arrange for a Locum Physician to provide any Program Services, the Participating Physicians must make payment arrangements directly with that Locum Physician.
- (b) Benefits are not payable by the Minister directly to Locum Physicians and Locum Physicians may not claim Benefits directly from the Minister under Section 3 of the *Medical Benefits Regulation*, or otherwise, for the provision of Program Services.
- (c) Participating Physicians may engage the services of Locum Physicians effective on the date indicated in the Locum Physician Registration Letter if an Authorized Representative completes, signs, and delivers an originally executed Locum Physician Registration Letter to the Minister, with copies to AHS and AMA.
- (d) The Minister shall maintain and update from time to time a Clinical ARP Locum Physician List of Locum Physicians for each Clinical ARP. The Clinical ARP Locum Physician List for a particular Clinical ARP shall be deemed to be updated upon receipt of any new Locum Physician Registration Letter or upon termination of a Locum Physician under Section 8 of this Appendix.
- (e) The Participating Physicians are responsible to ensure the actions of a Locum Physician align with the terms and conditions of these Program Parameters and the corresponding Clinical ARP Ministerial Order and that all responsibilities of the Clinical ARP are met in the same manner and as if the services provided by a Locum Physician were provided by a Participating Physician.
- (f) A Physician is only a Locum Physician with respect to the particular Clinical ARP(s) for which that Locum Physician is listed on the corresponding Clinical ARP Locum Physician List.

7.5 Submission and payment of Claims for Benefits

- (a) To claim Compensation, the Participating Physicians shall submit to the Minister Claims for Benefits for Program Services provided during the term of a Clinical ARP. Claims for Benefits may only be submitted for Program Services actually rendered, not in advance.
- (b) All Claims for Benefits shall be in the form and manner and submitted as and when prescribed by the Minister in Schedule A, Appendix 3.0 of corresponding Clinical ARP Ministerial Orders. All Claims for Benefits shall include the information necessary to calculate any applicable deductions to the Compensation as authorized by this Appendix or corresponding Clinical ARP Ministerial Order. The Participating Physicians shall also provide any other information the Minister may require from time to time.
- (c) Following receipt of Claims for Benefits payable for the provision of Program Services, the Minister may provide Compensation to the Participating Physicians in instalments, subject to any applicable deductions and adjustments, as indicated in Schedule A, Appendix 1.0 of corresponding Clinical ARP Ministerial Orders.
- (d) The Minister may change the form of Claims for Benefits required hereunder by providing 60 days' notice in writing of the new reporting format to the Authorized Representative.
- (e) If the Minister is not satisfied with the form or content of a Claim for Benefits, or a component thereof, and notwithstanding any additional remedies the Minister may have under Section 7.2 hereof or under the *Alberta Health Care Insurance Act* and regulations, the Minister may provide to the Authorized Representative, with a copy to AHS, a written notice specifying the shortcomings of the Claim for Benefits. If the Participating Physicians have not provided an adequate response to said written notice, with a copy to AHS, or otherwise rectified the Claim for Benefits within 30 days of having received the written notice, the Minister may withhold further Compensation payments until all prior Claims for Benefits are rectified to the Minister's satisfaction.
- (f) Section 7 of the *Claims for Benefits Regulation* applies to Claims for Benefits for Clinical ARPs.

7.6 Other limitations

- (a) Notwithstanding anything in this Ministerial Order, a Participating Physician may not, by any means, claim or receive a double recovery, whether by claiming or receiving Compensation under a Clinical ARP and Benefits pursuant to Section 3 of the *Medical Benefits Regulation* for the provision of the same services, or otherwise.
- (b) Participating Physicians shall not exclude Residents from receiving Program Services under the Program for the purpose of creating a financial advantage for any Participating Physician or other Physician.
- (c) Without limiting the generality of Sub-section 7.6(a), Participating Physicians shall not bill Patients directly for failing to attend scheduled appointments at the Centre.

SECTION 8

TERMINATION & WITHDRAWAL OF PARTICIPATING PHYSICIANS & LOCUM PHYSICIANS

8.1 Notification of termination by a Participating Physician or Locum Physician

- (a) A Participating Physician may withdraw from a Clinical ARP by signing and delivering to the Minister, at least 30 days prior to the effective withdrawal date, an originally executed Letter of Termination, with copies to AHS, the Authorized Representative, and AMA.
- (b) The Authorized Representative shall notify the Minister that a Locum Physician has withdrawn from a Clinical ARP by signing and delivering to the Minister an originally executed Locum Physician Termination Letter, with copies to AHS and AMA. If the Locum Physician Registration Letter specifies an end date, no further Locum Physician Termination Letter is required.

8.2 Obligation of AHS to notify the Minister

AHS shall notify the Minister forthwith of the following:

- (a) if, to AHS' knowledge, a Participating Physician materially fails or otherwise, in AHS' discretion, is unable materially to observe his or her obligations under a Clinical ARP;
- (b) if AHS terminates the participation of a Participating Physician under a Services Agreement; or
- (c) if AHS terminates a Services Agreement.

8.3 Minister's right to terminate

Following consultation with AHS, the Authorized Representative, and AMA, the Minister may in his sole discretion, acting reasonably, terminate a Letter of Participation and the participation of the Participating Physician in a Clinical ARP upon providing written notice to the Participating Physician, with a copy to the Authorized Representative, AHS, and AMA, specifying the effective termination date.

8.4 Effect of termination of Services Agreement

If AHS terminates a Services Agreement or the participation of a Participating Physician under a Services Agreement, for any reason, the Minister may terminate the Letter of Participation and the participation of the Participating Physician involved in the terminated Services Agreement under the Clinical ARP effective the date of termination of the Services Agreement.

8.5 Failure to comply with parameters of Clinical ARP

- (a) Without limiting the Minister's ability to terminate for any reason under Section 8.3, if a Participating Physician materially fails to observe his or her obligations under a Clinical ARP or the *Alberta Health Care Insurance Act* and regulations under this Act, the Minister may provide to the Participating Physician, with a copy to the Authorized

Representative and AHS, a written notice specifying a period of time no less than 30 days to rectify the failure.

- (b) Subject to Sub-section 8.5(c), if the failure continues for more than the period for rectification specified in a notice from the Minister or if the Participating Physician has not provided a written response to the Minister's notice, with a copy to AHS and the Authorized Representative, addressing the Minister's concerns to his satisfaction, the Minister may, by written notice to the Participating Physician with a copy to the Authorized Representative, AHS, and AMA, terminate that Participating Physician's Letter of Participation and participation as a Participating Physician under the Clinical ARP to be effective on a specified date.
- (c) AHS, in its sole discretion, may provide to the Minister, with a copy to the Participating Physician, the Authorized Representative, and AMA, a written response to a notice received from the Minister under Sub-section 8.5(a) hereof and the Minister shall consider this response, in addition to any response received from the Participating Physician, in exercising his discretion to terminate under Sub-section 8.5(b) hereof.

8.6 Effect of termination or withdrawal

- (a) A Participating Physician who has withdrawn under Section 8.1 or whose Letter of Participation has been terminated under this Section 8 cannot claim Benefits under Section 3 of the *Medical Benefits Regulation* for services that are Program Services provided to Patients of the Program while the Clinical ARP remains in effect.
- (b) Notwithstanding Sub-section 8.6(a), following consultation with AHS, the Authorized Representative, and AMA, the Minister may provide written authorization for a terminated Participating Physician to claim Benefits under Section 3 of the *Medical Benefits Regulation* for Insured Medical Services that are Program Services provided to Patients of the Program while the Clinical ARP remains in effect, such authorization not to be unreasonably withheld, and on such terms and conditions as determined by the Minister.

SECTION 9

CANCELLATION OF A CLINICAL ARP

9.1 Cancellation of a Clinical ARP

- (a) Following consultation with AHS, the Authorized Representative, and AMA, the Minister in his sole discretion, acting reasonably, may cancel a Clinical ARP and participation of all Participating Physicians therein upon providing written notice to the Authorized Representative, with a copy to AHS, specifying the effective termination date.
- (b) Without limiting the Minister's ability to cancel for any reason under Sub-section 9.1(a), the Minister may cancel a Clinical ARP and participation of all Participating Physicians therein upon providing written notice to the Authorized Representative, with a copy to AHS and AMA, specifying the effective termination date if:

- (i) AHS provides 90 days' written notice to the Minister and the Participating Physicians of AHS' intent to discontinue the AHS Funding, or any of it, for a Clinical ARP;
- (ii) AHS terminates Services Agreements with 25% or more of the Participating Physicians in a Clinical ARP;
- (iii) a sufficient number of Participating Physicians have provided 30 days' written notice to the Minister and AHS of their intent to terminate their participation in the Clinical ARP such that Program Services for that Clinical ARP cannot be provided as described;
- (iv) the Minister determines that as a result of the Physician Funding or Other Funding identified in Schedule A, Appendix 1.0 of corresponding Clinical ARP Ministerial Orders being reduced or terminated, Program Services cannot be provided as described; or
- (v) the Participating Physicians have failed to appoint an Authorized Representative in accordance with Sub-section 4.1(d) hereof.

9.2 Failure to comply with parameters of Clinical ARP

- (a) Without limiting the Minister's ability to cancel a Clinical ARP for any reason under Sub-section 9.1(a), if a sufficient number, in the Minister's discretion, of the Participating Physicians have materially failed to observe their obligations under a Clinical ARP such that the Program Services for that Clinical ARP cannot be provided as described, the Minister may provide written notice to the Authorized Representative, with a copy to AHS and AMA, specifying a period of time no less than 30 days to rectify said failures.
- (b) Subject to Sub-section 9.2(c), if the failures continue for more than the period for rectification specified in a notice from the Minister or if the Participating Physicians have not provided a written response to the Minister's notice, with a copy to AHS, addressing the Minister's concerns to his satisfaction, the Minister may, by written notice to the Authorized Representative, with a copy to AHS and AMA, cancel the Clinical ARP and participation of all Participating Physicians therein to be effective on a specified date.
- (c) AHS, in its sole discretion, may provide to the Minister, with a copy to the Authorized Representative and AMA, a written response to a notice received from the Minister under Sub-section 9.2(a) hereof and the Minister shall consider this response, in addition to any response received from the Participating Physicians, in exercising his discretion to cancel the Clinical ARP and participation of the Participating Physicians under Sub-section 9.2(b) hereof.

SECTION 10

NOTICES

10.1 Notices

- (a) Any notice required to be given under this Appendix or corresponding Clinical ARP Ministerial Order by the Minister, AHS, the Participating Physicians, or AMA (“Notice Representatives”) shall be in writing and shall be deemed to have been well and sufficiently given if:
- (i) personally delivered to the Notice Representative to whom it is intended or if such a Notice Representative is a corporation to an officer of that corporation;
 - (ii) mailed by prepaid registered mail, to the address of the Notice Representative to whom it is intended as hereinafter set forth; or
 - (iii) sent by facsimile, to the facsimile number of the Notice Representative to whom it is intended as hereinafter set forth, namely:

if to the Minister:

Alberta Health
11th Floor, Telus Plaza North Tower
10025 Jasper Avenue
Edmonton AB T5J 1S6
Attn: Executive Director, Workforce Design Branch, Professional
Services and Health Benefits Division
(or to equivalent person/department if said designations change)
Facsimile Number: 780-422-5208

if to AHS:

Alberta Health Services
10301 Southport Road SW
Calgary AB T2W 1S7
Attn: Executive Director, Provincial Medical Affairs Integration
(or to equivalent person/department if said designations change)
Facsimile Number: 403-943-1174

if to AMA:

Alberta Medical Association
12230 106 Avenue
Edmonton AB T5N 3Z1
Attn: Director, Contract Negotiations, Health Economics
(or to equivalent person/department if said designations change)
Facsimile Number: 780-482-5445

and if to the Participating Physicians, either:

c/o the Authorized Representative at the address or facsimile number listed in the Clinical ARP Physician List for the Clinical ARP, or

to each Participating Physician at the address or facsimile number identified in the Letter of Participation;

or to such other address or facsimile number as the Minister, AHS, the Participating Physicians, the Authorized Representative, or AMA may from time to time direct in writing.

(b) Any notice:

- (i) personally delivered as aforesaid shall be deemed to have been received on the date of delivery;
- (ii) mailed shall be deemed to have been received 72 hours after the date it is postmarked, unless there is a general interruption of postal service after the notice has been sent, in which case the notice will not be deemed to be received until actually received; or
- (iii) forwarded by facsimile shall be deemed to have been received on the business day next following dispatch and acknowledgement of receipt by the sender's facsimile machine.

In the event any of such means of communication is impaired at the time of sending the notice, the Notice Representative sending the notice shall use another authorized method of service which has not been so impaired so as to ensure prompt receipt thereof.

SECTION 11

RELATIONSHIP

11.1 No agency created

Unless otherwise specified in this Ministerial Order or any corresponding Clinical ARP Ministerial Order, none of the Minister, AHS, or the Participating Physicians shall be the agent of any other for any purpose in relation to a Clinical ARP, nor shall any of these entities hold itself out to anyone else as being said agent.

SECTION 12

INFORMATION MANAGEMENT

12.1 Information sharing

The Participating Physicians and AHS shall provide to the Minister such information as is in the possession of such entity and is permitted by Applicable Laws and reasonably necessary to

monitor performance of a Clinical ARP and the Participating Physicians, and to monitor the payment and calculation of the Compensation.

12.2 Access to records

As and when requested, the Participating Physicians shall provide the Minister and the Auditor General of Alberta with access to all books of accounts, documents to support Claims for Benefits, financial records respecting the receipt of Compensation, and other records pertaining to operation and management of a Clinical ARP, which could include patient records or individually identifying health information as provided for in the Applicable Laws, together with proper facilities for inspection and audit.

12.3 Retention and disposition of records

The Participating Physicians shall keep all books of accounts, documents to support Claims for Benefits, financial records respecting the receipt of Compensation, and other records pertaining to operation and management of a Clinical ARP for a period of 10 years. Both paper and electronic records shall be retained and disposed of in accordance with the records policies of the College and the Applicable Laws.

SECTION 13

EVALUATION OF CLINICAL ARPs

13.1 Data, documentation & reports

Subject to Applicable Laws, the Participating Physicians and AHS, both individually and in cooperation with each other as appropriate, shall provide to the Minister such data, documentation, and reports as the Minister reasonably requires for purposes of evaluating a Clinical ARP — including performance reporting on the outcomes of the Program as set out in Schedule A, Appendix 4.0, Attachment 1 of corresponding Clinical ARP Ministerial Orders.

13.2 Evaluation

- (a) The Participating Physicians shall participate in any process of conducting evaluations of the Program as set out in corresponding Clinical ARP Ministerial Orders or as otherwise directed by the Minister, acting reasonably.
- (b) The Participating Physicians shall provide to the Minister or any evaluator established by the Minister such information as is permitted by Applicable Laws and reasonably necessary to evaluate a Clinical ARP and the provision of Program Services.

SECTION 14

DISPUTE RESOLUTION

14.1 Subject always to the provisions of Sub-section 14.2 below, should the Minister, AHS and the Participating Physicians of a particular Clinical ARP be unable to reach consensus relating to the interpretation, application, operation, contravention, or alleged

contravention of this Ministerial Order or corresponding Clinical ARP Ministerial Orders, then any or all of the aforesaid differences in opinion (“the Issues”) shall be referred to dispute resolution in accordance with the provisions of this Section.

- 14.2 For clarity, the dispute resolution provision as set out in this Section 14 shall have no application beyond the scope or term of this Ministerial Order and corresponding Clinical ARP Ministerial Orders. In particular, any dispute resolution shall not apply to:
- (a) Any rates of, funding for, or changes to the Compensation or Benefits;
 - (b) Whether this Ministerial Order or any corresponding Clinical ARP Ministerial Order should be amended, altered, or extended in any of their respective provisions; or
 - (c) The termination of a Participating Physician or the cancellation of a Clinical ARP.
- 14.3 All submissions to dispute resolution shall be in writing and contain a list of the Issues and shall be forwarded to the Minister, AHS and to the Participating Physicians of the particular Clinical ARP and their delegate, if any.
- 14.4 Each of the Minister, AHS, and the Participating Physicians shall designate a person (which may include an alternate and who may be changed from time to time on notice to the other participants) who shall be responsible for reviewing the Issues. At all relevant times the designates will make reasonable efforts to resolve any Issue by negotiations.
- 14.5 If an Issue cannot be resolved pursuant to Section 14.4 it shall be referred to a resolution committee comprising representatives from each of the Minister’s delegate, AHS, and AMA.
- 14.6 If an Issue remains unresolved at the resolution committee, the resolution committee shall prepare and forward a report including recommendations and options proposed by each member of the committee to the Minister for decision.

SECTION 15

APPENDICES

The following appendices are incorporated into and form part of this Ministerial Order:

<u>Attachment</u>	<u>Description</u>
1.0	Form of Letter of Participation
2.0	Form of Letter of Termination
3.0	Form of Locum Physician Registration Letter
4.0	Form of Locum Physician Termination Letter

ATTACHMENT 1.0

LETTER OF PARTICIPATION

[Insert Name of Clinical ARP]

To: Her Majesty the Queen in Right of Alberta, as represented by the Minister of Health (the “Minister”)

And to: [LIST NAMES OF ALL AUTHORIZED REPRESENTATIVES], Authorized Representatives

The undersigned Participating Physician wishes to participate in this Clinical ARP on the following basis and in accordance with the Clinical ARP Program Parameters and the corresponding Clinical ARP Ministerial Order for this Clinical ARP, which together define the program rules, conditions and framework for this Clinical ARP:

1. Terms with initial capitals used herein and defined in the Clinical ARP Program Parameters or the Clinical ARP Ministerial Order which established the Clinical ARP referenced above, shall have the meanings set out therein.
2. By signing this Letter of Participation, I, and _____ (“my PC”) which I control, acknowledge I am bound by the Clinical ARP Program Parameters, the corresponding Clinical ARP Ministerial Order for this Clinical ARP, and any Services Agreement with respect to the Clinical ARP, all of which I have read and fully understand. My PC and I have obtained professional and legal advice, if desired.
3. I acknowledge that the Clinical ARP Program Parameters and the corresponding Clinical ARP Ministerial Order for this Clinical ARP govern the Program, my obligations, and my right to Compensation notwithstanding any different or conflicting terms of any Services Agreement.
4. I acknowledge that disclosure of information to the Minister and AHS is required in order to allow proper monitoring, information sharing, accountability and evaluation of my participation in the Clinical ARP as provided for in the Clinical ARP Program Parameters and the corresponding Clinical ARP Ministerial Order is in accordance with Applicable Laws.
5. I hereby authorize the Authorized Representative:
 - (i) to receive funds paid or payable to me as a Participating Physician under the Clinical ARP;
 - (ii) to give and receive notices on my behalf pertaining to the Clinical ARP, including a Letter of Termination;
 - (iii) to enter into a Services Agreement on my behalf (and acknowledge the Authorized Representative had proper authority to have done so if the Services Agreement pre-dates this Letter of Participation);
 - (iv) to disclose any personal information, including my practitioner identification and licence numbers, to the Minister and AHS as is reasonably required by Applicable Laws and pursuant to Ministerial Orders pertaining to the Clinical ARP or Services Agreement; and
 - (v) generally to act on my behalf as a Participating Physician as contemplated by the Clinical ARP and as I direct from time to time.
6. I hereby authorize the Authorized Representative to disclose the contents of this Letter of Participation and any subsequent Letter of Termination to AMA.
7. I hereby acknowledge that my PC and I are bound by any actions taken by the Authorized Representative as described in Ministerial Orders pertaining to the Clinical ARP or the Services Agreement.
8. I am aware of Section 7.2 of the Clinical ARP Program Parameters which states as follows: “A Claim for Benefits submitted by the Participating Physicians in a Clinical ARP constitutes and is deemed to be a claim for Benefits submitted by each Participating Physician under the *Alberta Health Care Insurance Act* and all regulations made under this Act. For clarity, Compensation paid or payable hereunder is subject to the Minister’s rights under the *Alberta Health Care Insurance Act* and regulations to assess, approve, and re-assess said claims, including the right to reduce future Compensation payments and withhold

Compensation and/or any other Benefits payable by the Minister for Program Services and/or other Insured Medical Services rendered prior to, during, and after the Physician became a Participating Physician.”

9. Should my PC or I submit Claims for Benefits under Section 3 of the *Medical Benefits Regulation* for any Patients for Program Services while I am a Participating Physician within the meaning of the Clinical ARP Program Parameters and the corresponding Clinical ARP Ministerial Order, except as permitted by the Clinical ARP, the Minister is hereby expressly authorized and empowered to withhold such amounts from any payment owing to my PC or me, whether under the provisions of the Clinical ARP or the provisions of the *Alberta Health Care Insurance Act*.
10. As and when requested, I shall, or I shall cause my PC to, provide the Minister and the Auditor General of Alberta any books of account and financial records respecting the delivery of Program Services under the Clinical ARP and the Letter of Participation.
11. Upon payment of Compensation to the Authorized Representative or to my PC or me pursuant to the Clinical ARP or Services Agreement, the Minister and/or AHS, as the case may be, are discharged from their/its respective obligations to me and my PC.
12. I am registered with the College as a _____ or as a Specialist in _____.
13. Subject to prior approval of the Minister, I intend this Letter of Participation to be effective on the later of _____ [commencement of services date] or the Effective Date of the Clinical ARP.

Participating Physician

By: _____
Signature

Print Name

Date: _____

Professional Corporation

Per: _____

Signature

Print Name

Date: _____

Authorized Representative

Per: _____

Signature

Print Name

Date: _____

Participating Physician's mailing address: _____

Facsimile number: _____

Email address: _____

Practitioner identifier: _____

College licence number: _____

cc: Alberta Health Services
The Alberta Medical Association (C.M.A. Alberta Division)

ATTACHMENT 2.0

LETTER OF TERMINATION OF [NAME OF DEPARTING PHYSICIAN]

[Name of Clinical ARP]

To: Her Majesty the Queen in Right of Alberta, as represented by the Minister of Health (the "Minister")

And to: The Authorized Representative

1. Terms with initial capitals used herein and defined in the Clinical ARP Program Parameters or the Clinical ARP Ministerial Order which established the Program referenced above, shall have the meanings set out therein.
2. This is notice of withdrawal of the Letter of Participation and the termination of the Physician, and of the Physician's Professional Corporation, if any, participation under the Clinical ARP.
3. Termination is effective on _____ (insert date).
4. The Physician understands that he or she must provide this Letter of Termination to the Minister and AHS at least 30 days prior to the above date.
5. The Physician understands that after the effective date of termination indicated above, neither the Physician nor the Physician's Professional Corporation, if any, is eligible to claim or receive Compensation for Program Services under the Program.
6. The Physician is aware of Section 8.6 of the Clinical ARP Program Parameters which restricts his or her ability to claim Benefits under Section 3 of the *Medical Benefits Regulation* for Program Services.
7. If the Physician is an Authorized Representative as described under the Clinical ARP, the Physician understands that he or she can no longer act as the Authorized Representative and that he or she shall leave in the custody of the Clinical ARP any documentation related to the duties of the Authorized Representative.

Physician /Professional Corporation or
Authorized Representative on behalf of
Physician/Professional Corporation

Authorized Representative

By: _____

Per: _____

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

Date: _____

Date: _____

Terminating Physician's Practitioner identifier: _____

Terminating Physician's College licence number: _____

cc: Alberta Health Services
The Alberta Medical Association (C.M.A. Alberta Division)

ATTACHMENT 3.0

LOCUM PHYSICIAN REGISTRATION LETTER

[Name of Clinical ARP]

To: Her Majesty the Queen in Right of Alberta, as represented by the Minister of Health (the “Minister”)

The Participating Physicians of this Clinical ARP have engaged the following Physician to be a Locum Physician in accordance with the Clinical ARP Program Parameters and the corresponding Clinical ARP Ministerial Order for this Clinical ARP, which together define the program rules, conditions and framework for this Clinical ARP.

As stated in Section 7.4(e) of the Clinical ARP Program Parameters, “The Participating Physicians are responsible to ensure the actions of a Locum Physician align with the terms and conditions of these Program Parameters and the corresponding Clinical ARP Ministerial Order and that all responsibilities of the Clinical ARP are met in the same manner and as if the services provided by a Locum Physician were provided by a Participating Physician.”

Locum Physician name: _____	Specialty: _____
Practitioner ID: _____	College license #: _____
Is the Locum Physician providing services through a professional corporation?	<input type="checkbox"/> Yes Clinical ARP- <input type="checkbox"/> No funded specialty: _____
Locum Physician’s professional corporation (if “Yes” selected above): _____	

The Locum Physician listed above will be engaged by Participating Physicians of this Clinical ARP beginning _____ and ending _____ (leave ending blank if unknown).

Authorized Representative

Signature

Print Name

Date

cc: Alberta Health Services
The Alberta Medical Association (C.M.A. Alberta Division)

ATTACHMENT 4.0

LOCUM PHYSICIAN TERMINATION LETTER

[Name of Clinical ARP]

To: Her Majesty the Queen in Right of Alberta, as represented by the Minister of Health (the “Minister”)

The following Locum Physician(s) are no longer engaged by the Participating Physicians of this Clinical ARP in accordance with the Clinical ARP Program Parameters and the corresponding Clinical ARP Ministerial Order for this Clinical ARP.

Locum Physician Name	Locum Physician’s Practitioner ID	Locum Physician’s Termination Date

Authorized Representative

Signature

Print Name

Date

cc: Alberta Health Services
The Alberta Medical Association (C.M.A. Alberta Division)